

Crl.OP(MD).No.12459 of 2026

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

ORDER RESERVED ON : 02.07.2026

ORDER PRONOUNCED ON : 07.07.2026

CORAM

THE HONOURABLE MR JUSTICE R.VIJAYAKUMAR

Crl.OP.(MD)No.12459 of 2026

and

Crl.M.P(MD)No.12298 of 2026

Agneeswari

....Petitioner/ Accused No.11

Vs

1.The State of Tamil Nadu
Rep.by the Inspector of Police
CCB-Madurai City
Madurai
Crime No.25 of 2026

....1st Respondent/Complainant

2.Anandh
Managing Director
Mortgage Finance Private Limited
No.3, Manoranjitham Street
Veeranthanallur
Manachanallur Taluk
Trichy District

...2nd Respondent/Defacto Complainant

PRAYER: Criminal Original Petition is filed under Section 528 of BNSS, 2023, to call for the records relating to F.I.R in Crime No.25 of 2026 dated 27.03.2026 on the file of the first respondent police and quash the same as against the petitioner.



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Crl.OP(MD).No.12459 of 2026

For Petitioner : Mr.S.Deenadhayalan
For Respondents : Mr.B.Arun
Government Advocate(Crl.side) for R1
:Mr.R.Santhanam for R2

ORDER

The present petition has been filed by the 11th accused in Crime No.25 of 2026 on the file of the first respondent police seeking to quash the F.I.R wherein the petitioner is alleged to have committed an offence under Sections 120B, 109, 465, 468, 471 and 408 of I.P.C.

(A).Factual Matrix:

2.A perusal of the F.I.R reveals that the petitioner's husband (A1) was working as a Branch Manager in the second respondent, Housing and Mortgage Finance Private Ltd. Company between 04.02.2021 and 30.06.2024. During the relevant period, he was in-charge of sanctioning of loan and recovery of the same. Several transactions are alleged to be a suspicious in nature. In one of the transactions, A1's brother-in-law (A12) had obtained a loan of Rs.19,31,035/- by creating under a registered memorandum of deposit of title deed dated 30.09.2022. In the said memorandum of deposit of title deed, A12 had deposited two documents namely sale deed dated 04.04.2022 and the encumbrance certificate for the period between 01.01.1987 to 17.04.2022 for the purpose of getting loan.



Crl.OP(MD).No.12459 of 2026

3.As far as allegations in the F.I.R relating to the present petitioner (A11) are concerned, it is alleged that she had colluded with her husband (A1) and her brother (A12) and created an unregistered pathway agreement so as to enhance the value of the property which was purchased by her brother on 04.04.2022. According to the averments in the F.I.R, such a document is a forged document and the same has been created only for the purpose of enhancing the value of the property so that the loan can be raised. Apart from this, the other allegations relate to other transactions of A1 which are not relevant for the purpose of disposal of this petition.

(B).Submissions of the learned counsel appearing on either side:

4.According to the learned counsel for the petitioner, accused No.12 had obtained a loan from the defacto complainant's company through a registered memorandum of deposit of title deed. Only the registered sale deed dated 04.04.2022 has been shown in the schedule of the said document. This unregistered document is not part of the schedule found in the Memorandum of Deposit. That apart, it is not known how the unregistered pathway agreement is said to be a forged document.

5.The learned counsel for the petitioner had further stated that for the entire loan amount, the cheque has been given only in favour of A12. According to him, the petitioner, being neither a servant nor a clerk, Section 408 of I.P.C cannot be invoked. There is no forgery or cheating on the part of



Crl.OP(MD).No.12459 of 2026

the petitioner herein. Hence, he prayed for quashing of the F.I.R as against the petitioner.

6.Per contra, the learned counsel appearing for the second respondent submitted that a forged unregistered pathway agreement has been created between A11 and A12 and it was submitted before the defacto complainant's company along with the sale deed dated 04.04.2022 in order to enhance the value of the property. Only based upon the said unregistered forged document, the loan was released in favour of A12. Such a document could not be created without collusion on the part of A11. Therefore, the role of A11 has to be investigated. Hence, he prayed for dismissal of the petition.

7.Heard the learned counsel appearing for the petitioner and perused the material records.

(C).Discussion.

8.Accused No.12 had obtained loan to a tune of about Rs.19,31,035/- from the defacto complainant's company by executing a registered memorandum of deposit of title deed dated 04.04.2022. The schedule of the said document reveals that A12 had deposited a sale deed in his favour dated 04.04.2022 and encumbrance dated 19.04.2022. Apart from these two documents, no other document has been deposited before the defacto complainant's company. The alleged forged unregistered pathway agreement is not part of the memorandum of deposit of title deeds.



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9.The unregistered pathway agreement dated 04.04.2022 is filed in the typed set of papers on behalf of the second respondent company. A perusal of the said document reveals that it has been executed by the vendor of A12 on the date when he executed a sale deed in favour of A12 on 04.04.2022. Though the document is executed in favour of A12 and his sister A11, it has been signed only by the vendor (A.Iyyer) and P.Sivakumar (A12), A11 has not signed in the said document. It is an unregistered pathway agreement. This document has not been produced or deposited for the purpose of getting the loan as could be seen from the registered memorandum of deposit of title deeds.

10.The other documents filed on the side of the defacto complainant also reveals that the loan has been sanctioned in favour of A12 and the cheque has also been released only in favour of A12. There is no dispute with regard to the registered sale deed dated 04.04.2022 in the name of A12 which has been deposited for the purpose of granting loan under registered memorandum of deposit.

11.The facts narrated above will clearly reveal that A11, except being wife of A1 and brother of A12, has no role whatsoever in disbursement of loan in favour of A12. She is neither a customer nor a guarantor. She had not deposited any title deeds relating to her property. The alleged pathway agreement dated 04.04.2022 has not been signed by her. She is neither a



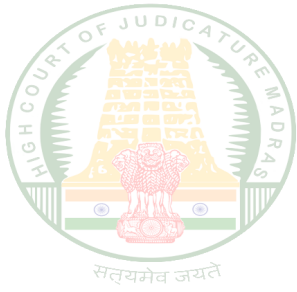
Crl.OP(MD).No.12459 of 2026

servant nor a clerk of the defacto complainant's company. In such circumstances, the question of implicating the petitioner for the offence under Sections 120B, 109, 465, 471 and 408 I.P.C does not arise. Therefore, continuation of criminal proceedings insofar as A11 is concerned, would only be an abuse of process of law.

12.In view of the above said deliberations, the F.I.R in Crime No.25 of 2026 on the file of the first respondent police stands quashed insofar as the petitioner is concerned. This Criminal Original Petition stands allowed. Consequently, connected miscellaneous petition is closed.

07.07.2026.

Internet : Yes/No
Index : Yes/No
NCC : Yes/No
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Crl.OP(MD).No.12459 of 2026

WEB COPY To

1.The Inspector of Police
CCB-Madurai City
Madurai
Crime No.25 of 2026

2.The Additional Public Prosecutor
Madurai Bench of Madras High Court
Madurai



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Crl.OP(MD).No.12459 of 2026

R.VIJAYAKUMAR, J.

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Crl.OP.(MD)No.12459 of 2026
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Crl.M.P(MD)No.12298 of 2026

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