

THE HON'BLE SRI JUSTICE RAJA ELANGO

Criminal Petition No.2058 of 2016

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ORDER:

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This Criminal Petition is filed under Section 482 of Code of Criminal Procedure (Cr.P.C) by the petitioner/accused No.2 seeking to quash the proceedings in C.C.No.104 of 2015 arising out of Crime No.218 of 2013 of Musheerabad Police Station, now pending on the file of the Court of the XVII Additional Chief Metropolitan Magistrate, Hyderabad.

Heard the learned counsel for the petitioner/accused No.2 and the learned Public Prosecutor and perused the material available on record.

The petitioner is arrayed as accused No.2 in C.C.No.104 of 2015 arising out of Crime No.218 of 2013 of Musheerabad Police Station, for the offence under Sections 406, 420, 384 and 506 I.P.C., now pending on the file of the Hon'ble XVII Additional Chief Metropolitan Magistrate, Hyderabad. The allegation against the petitioner herein as per the complainant in his complaint as well as in his statement before the Police is that the petitioner

introduced accused No.1 Altaf Ali from whom the de facto-complainant obtained a loan of Rs.25,00,000/- and at the time of obtaining the loan of Rs.25,00,000/- , in the said document it was stated as Rs.35,00,000/- . When it was questioned, it was stated that the same can be decided at the time of payment of money and also after paying of the said amount, the first accused has not returned that document, hence he preferred the complaint before the Police.

After due investigation, the Police filed a charge-sheet for the above said offences. The relevant portion of statement of L.W.1 i.e., de facto-complainant runs as follows :

“Mehaboob Khan informed me that he will arrange finance for me from one Altaf Ali, R/o Musheerabad, Hyderabad. As I was regular in need of finance for my business, I have contacted Altaf Ali through Mehaboob Khan. In the month of September, 2010, as I was need of finance for an amount of Rs.25,00,000/-, I have contacted Altaf and he promised me to provide finance, if I accept to mortgage my properties. I have accepted his proposal and on 18-09-2010 I have mortgaged the property premises bearing No.1-4-848/1, 1-4-848/2, 1-4-848/3, Bholakpur, Musheerabad admeasuring 144 Sq.yds. for an amount of Rs.25 lakhs. On the same day we have got executed the Agreement of Sale-cum-General Power of Attorney (with possession) to Mohd. Nayeemuddin and Taher Ali, who are friends of Altaf Ali and got registered the document vide Doc.No.3003/2010, dt.18-09-2010. After getting registration of the document and while I was going through the document I have found they

have mentioned the amount of Rs.35 lakhs in place of Rs.25 lakhs. Upon which on the same day i.e., 18-09-2010, we both parties executed Memorandum of Understanding, where stating that the value of the property is more than Rs.45 lakhs and it was mentioned that in registered AGPA the amount as Rs.35 lakhs, but actually took a loan amount of Rs.25 lakhs for the interest @ 40% per annum.”

From a reading of the entire statement of the witness concerned, it is clear that he has neither attributed any intention to the petitioner nor stated that petitioner knows the character of the accused No.1. Further more, subsequent to entering into the agreement, there is no role played by the petitioner herein.

Considering the facts and circumstances of the case, the Court is of the view that there is nothing against the petitioner to proceed for the alleged offences. Hence, this Court is of the view that it is a fit case to be quashed.

Accordingly, the Criminal Petition is allowed and the proceedings against the petitioner in C.C.No.104 of 2015 arising out of Crime No.218 of 2013 of Musheerabad Police Station, now pending on the file of the Court of the XVII Additional Chief Metropolitan Magistrate, Hyderabad, are hereby quashed.

Consequently, miscellaneous petitions, if any,

pending, shall stand closed.

JUSTICE RAJA ELANGO

19.02.2016

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