

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 14.06.2017

Coram

THE HONOURABLE MR. JUSTICE V.BHARATHIDASAN

Crl. Revision Case No.604 of 2015

Daniel Yesudas

... Petitioner

//vs//

1.The Inspector of Police,  
B-13, Podanur (Crime) Police Station,  
Coimbatore District.

2.EL GI Public Welfare Trust,  
EL GI Industrial Complex,  
Trichy Road,  
Singanallur, Coimbatore - 641 005.  
Rep. by Harjeet Singh Wahan, Trustee.

... Respondents

(The second respondent was impleaded as per  
order of this Court dated 22.12.2015 made in  
M.P.No.1 of 2015 in Crl.R.C.No.604 of 2015)

Prayer: Criminal Revision Petition filed under Section 397 read  
with 401 of the Code of Criminal Procedure, to set-aside the  
order dated 10.02.2014 made in C.M.P.No.10085 of 2015, on the  
file of the Judicial Magistrate Court No.VII, Coimbatore and  
allow the above Criminal Revision Petition.

For Petitioner : Mr.C.Prabakaran

For Respondents : Mr.R.Ravichandran  
(Gov. Advocate (Crl.side) for R1  
Mr.Gopinath, Senior Counsel for R2

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ORDER

The criminal revision has been filed against the order  
dismissing the petitioner's complaint filed under Section 200  
Cr.P.C.

2. The petitioner, who claims to be a political party  
functionary, filed a complaint before the Court below, alleging  
that an extent of 2.509 hectares of land in Survey Nos.548A and  
549A Part, of Vellalur Village Panchayat was approved by the  
council, while approving the layout, 10% area has been reserved  
for public purpose. Subsequently, one EL GI Public Welfare Trust  
executed a lease agreement in favour of one EL GI Matriculation  
School for the purpose of constructing a school building in the  
above site, which is in total violation of the Development and

Control Rules, and that they have no right to enter into a lease agreement, thereby, they have committed a crime. The Court below, dismissed the application, holding that the above area reserved for the public purpose has been given by way of gift to the Trust in the year 1984, and now the land has been leased out by the Trust to run a School and that there is no allegation creating a false or forged document, and no prima-facie case is made out by the petitioner to proceed with the complaint. Now, challenging the same, the present revision has been filed.

3. Heard Mr.C.Prabakaran, learned counsel for the petitioner and Mr.R.Ravichandran, learned Government Advocate (Criminal Side) for the first respondent and Mr.Gopinath, learned Senior Counsel for the second respondent.

4. The learned counsel appearing for the petitioner would submit that once the area is reserved for the public purpose, the trust cannot lease out the same to any third party, and they have no right in the area, which has been reserved for public purpose, it can be utilized only for such public purpose, nobody can claim any right over the same. The promoters after having created forged documents entered into a lease agreement thereby they committed offence of forgery and cheating.

5. Per contra, learned Senior Counsel for the second respondent would submit that the entire extent of area developed by the original promoter has been purchased by the employees of EL GI Welfare Trust, formed by the employees of the EL GI Group of Companies, and the original promoter also executed a gift deed in their favour in the year 1984 itself, and now the Trust only leased out the land to an educational agency run by the very same employees of the EL GI Group of Companies, to run a matriculation school thereon and there was no alienation of property and it was only a lease agreement to run a school, which is also for a public purpose, and hence, there is no criminal intention on the part of the second respondent.

6. This Court has considered the rival submissions.

7. Admittedly, while promoting the land, a particular extent of land has been ear-marked for public purpose and now the employees who have purchased the house-sites formed a Trust. Further, according to the second respondent, the original promoter also executed a Gift Deed in their favour and on the strength of the same, they have now entered into a lease agreement with an educational agency formed by the employees of EL GI Group of Companies only for the purpose to establish and run a matriculation school thereon. Whether the original owner had right to execute any Gift Deed in favour of third parties or not, is totally a different issue. Now the issue is whether the second respondent had any mens rea to commit the alleged offence. From the materials available on record, it is seen that the trust only entered into the lease agreement with the Educational Agency run by the employees of the very same Company, that too, only for the purpose running a matriculation

school thereon. Such act of the second respondent cannot be held as an offence, and this Court does not find any mens rea on the part of the petitioner to commit any crime.

8. In the above circumstances, I find no illegality or irregularity in the order passed by the court below. The revision is, therefore, devoid of merits and the same deserves only dismissal.

9. Accordingly, the Criminal Revision Case is dismissed.

Sd/-  
Assistant Registrar(CS II)

//True Copy//

Sub Assistant Registrar

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To

- 1.The Judicial Magistrate No.VII,  
Coimbatore.
- 2.The Inspector of Police,  
B-13, Podanur (Crime) Police Station,  
Coimbatore District.
3. The Public Prosecutor,  
High Court, Madras.
- 4.The Section Officer,  
Criminal Section, High Court,  
Madras.

+1cc to Mr.C.Prabakaran, Advocate, S.R.No.42438

+1cc to Mr.A.Sasidharan, Advocate, S.R.No.41935

CrI. Revision Case No.604 of 2015

SS(CO)  
GN(30/10/2017)