THE HON'BLE SRI JUSTICE N.BALAYOGI

Criminal petition No.5091 of 2011

ORDER :

Petitioners, who are arrayed as accused Nos.1 and 2 respectively in F.I.R. No.45 of 2001 of Samisrigudem Police Station, West Godavari District, filed this petition under Section 482 of Cr.P.C. seeking to call for the records in F.I.R. No.45 of 2001 of Samisrigudem Police Station, dated 17.5.2011 and quash the complaint filed before the First Class Judicial Magistrate, Nidadavole, West Godavari District.

2. The contention of petitioners is that the 2nd petitioner are no way concerned with the alleged crime and they are falsely implicated in this issue. The 1st petitioner being an employee i.e., Sales Executive in Golden Forest India Limited approached the 2nd respondent/de facto-complainant and appraised the benefits that will be derived if he invests in Golden Forest India Limited. After satisfying himself, the 2nd respondent deposited certain amounts for which cash receipts and deposit receipts are given. There is no cheating on the part of petitioners. Further, there is delay in lodging the complaint.

3. On the other hand, the contention of the 2nd respondent/de facto-complainant is that petitioners/accused have cheated him.

4. A perusal of the record goes to suggest that the 2nd respondent filed a complaint before the Judicial Magistrate of First Class,

Nidadavole for the offence punishable under Sections 417, 420, 406 and Section 34 I.P.C. alleging that petitioners cheated him stating that they are the agents of different corporations and made him to deposit an amount of Rs.60,000/- in public limited company as units deposit in Golden Project Limited by entering his name as Land Unit Holder by making false promises with an intention to cheat him and caused financial loss to him. The 1st petitioner is father of the 2nd petitioner. Both petitioners in January 2000 induced the 2nd respondent to deposit amount in Golden Project Limited so that the amount would be tripled in five years and shown the company tariff plans and company broachers. Believing the same, the 2nd respondent deposited Rs.25,000/- + Rs.25,000/- + Rs.10,000/- i.e., in total Rs.60,000/- on 29.6.2000 and the company issued receipt-cum-allotment letter No.A GOO 982/88826 & A GOOO 982/88826 valuing each at Rs.75,000/- and promising that the amount would me matured and would be paid on 29.6.2008. When the de facto-complainant doubted, petitioners executed an affidavit promising the responsibility on a non-judicial stamp paper. On 29.6.2005 petitioners took away the original allotment letters stating that they receive maturity amount and again the amount will be deposited and then they bring the allotment letter. Believing the words, the 2nd respondent handed over the papers and from that date onwards respondent No.2 was roaming daily with petitioners requesting to return papers or to pay the matured amount, but petitioners came on postponing stating cock and bull stories. The agreement executed by petitioners is for ten years. In the year 2009 respondent No.2 along with elders demanded petitioners and counted the maturity amount, which comes to Rs.5,00,000/- as per the company procedure and asked the same, then petitioners replied as to who is he, what company and what money, on that the respondent No.2 felt shocked and put the issue before the elders.

5. It is further alleged that on 12.2.2011 at about 9.00 AM petitioners came to the house of the 2nd respondent and reported that the maturity amount was taken by them from the company and used for their personal use and he can inform the same wherever he wants and threatned him not to send any information to elders, if so, they would kill him.

6. The above facts clearly show that the 2nd respondent believing the words of petitioners invested Rs.60,000/- in the company under cash receipts and deposit receipts on 29.6.2000 and the company issued receipt-cum-allotment letter No.A GOO 982/88826 & A GOO 982/88826 valuing each at Rs.75,000/- and promising that the amount would me matured and would be paid on 29.6.2008. On 29.6.2005 petitioners took away the original allotment letters stating that they receive the matured amount and again invest the same and bring the allotment letter, but they did not do so. They executed an agreement for 10 years taking the responsibility on a non-judicial stamp paper. Again, the de facto-complainant met petitioners on 29.6.2010 and demanded the money. Then, petitioners threatened the 2nd respondent. On 12.2.2011 petitioners came to the house of the de facto-complainant

and threatened the de facto-complainant, which lead to filing of the complaint.

7. *Prima facie* there is material to proceed against petitioners. There is no abuse of process of court. I do not find any merit warranting to quash the impugned proceedings.

8. In the result, the Criminal Petition is dismissed while vacating the interim stay granted in Crl.P.M.P. No.5147 of 2011, dated 27.6.2011.

JUSTICE N.BALAYOGI

13th October, 2017

skmr