THE HON'BLE SRI JUSTICE M.SATYANARAYANA MURTHY

CRIMINAL PETITION No.9496 OF 2012

ORDER:

This criminal petition is filed under Section 482 of Cr.P.C to quash the proceedings in Crime No.782 of 2012 of Saroornagar Police Station, Cyberabad, registered for the offences punishable under Sections 420, 506 of IPC.

2. The 2nd respondent filed a private complaint before XI Metropolitan Magistrate at L.B.Nagar, Cyberabad alleging that the petitioners are absolute owners and possessors of land bearing Plot No.253 Part, admeasuring 232 sq. yards out of 292 sq. yards in Survey No.306, situated at Karmanghat Village, Saroornagar Mandal, Ranga Reddy District, having purchased the same under registered sale deed dated 21.02.19991 bearing document No.1941/1991, they offered to sell the same and the 2nd respondent agreed to purchase the same for Rs.24,30,000/-, accordingly paid an advance of Rs.2,55,000/- on 11.10.2010 on obtaining agreement of sale with certain terms. Later, the petitioners did not execute the registered sale deed in terms of the agreement of sale. However, she came to know that the property was sold by the petitioners to one C. Bhagya Laxmi W/o Venugopal under registered sale deed dated 05.12.2011 bearing document No.9591 of 2011. Thus, the petitioners allegedly cheated the 2nd respondent herein and that when he demanded for the same, the petitioners threatened him with dire consequences. Therefore, he lodged complaint.

3. The Metropolitan Magistrate, Cyberabad by exercising power under Section 156(3) of Cr.P.C referred the matter to the police concerned calling for the report and on the strength of the said reference, the Station House Officer, Saroornagar Police Station, registered a crime and issued FIR.

4. The contention of the petitioners is that the present petition is filed on the ground that the dispute is purely civil in nature and instead of approaching the Court for appropriate relief under Specific Relief Act, the 2nd respondent filed private complaint before the Magistrate converting the civil dispute into criminal, which is nothing but an abuse of process of the Court and prayed to quash the proceedings.

5. The present petition is filed on the ground that the allegations made in the complaint even if they are taken at their face value and accepted in their entirety, do not *prima facie* constitute any offence or make out a case against the accused since the *de facto* complainant even after exchange of notices between the parties did not state so and tried to convert the civil dispute into a criminal one and that the complaint itself is false and hence, is not maintainable and that the non-performance of part of the contract would enable the parties to approach the civil Court and that the issue between the parties is purely civil in nature. Therefore, prayed to allow the criminal petition.

6. It is contended that the complainant did not satisfy the ingredients made in the complaint and did not satisfy the ingredients of offence punishable under Sections 506 and 420 of IPC and that it is nothing but abuse of process of the Court, with a

view to wreck vengeance against the petitioner as arm-twisting method and make them to come to his terms using criminal proceedings as a tool of harassment, in such a case the proceedings are liable to be quashed, more particularly when the civil remedy is available even if the allegations made in the complaint are accepted, converting civil dispute into criminal dispute is nothing but abuse of process of the Court and placed reliance on ***"Sunil Bharti Mittal v. CBI[1]" "Thermax Ltd. v. K.M.Johny[2]" "SMS Pharmaceuticals Ltd. v. Neeta Bhalla[3]", "Indian Oil Corporation v. NEPC[4]" "Alpic Finance Ltd. v. P.Sadasivan[5]" "V.Y.Jose v. State of Gujarat[6]" "G.Sagar Suri v. State of UP[7]" "Uma Shankar Gopalika v. State of Bihar[8]" "Ramdev Food Products Pvt.Ltd v. State of Gujarat[9]" "Hridaya Ranjan Prasad Verma v. State of Bihar[10]" and "National Bank of Oman v. Barkara Abdul Aziz[11]"***

7. It is also contended that assuming for a moment that the petitioner committed breach of trust, to attach criminal liability the respondent No.2 must make specific allegations in the complaint that the petitioners deceived the *de facto* complainant – respondent No.2 to deliver any property to any person, or to consent that any person shall retain any property, or intentionally induces the *de facto* complainant to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to the *de facto*

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[1] (2015) 4 SCC 609
[2] (2011) 13 SCC 412
[3] (2005) 8 SCC 89
[4] (2006) 6 SCC 736
[5] (2001) 3 SCC 513
[6] (2009) 3 SCC 78
[7] (2000) 2 SCC 636
[8] (2005) 10 SCC 336
[9] (2015) 6 SCC 439
[10] (2000) 4 SCC 168
[11] (2013) 2 SCC 488

complainant in body, mind, reputation or property. Therefore, the alleged non-execution of sale deed would not attract the offence under Section 420 of I.P.C.

8. Per contra, learned counsel for the *de facto* complainant – respondent No.2, contended that while exercising jurisdiction under Section 482 of Cr.P.C. the Court cannot go into the minute details to exercise inherent jurisdiction to quash the proceedings and at best this Court's duty is to look into the allegations made in the complaint to find out whether those allegations on their face value would constitute, *prima facie*, offence under Sections 506 and 420 of IPC and not otherwise. Though two remedies are available, both civil and criminal, the *de facto* complainant – respondent No.2 can proceed either in Civil Court or Criminal Court, more particularly when the proceedings are predominantly in the nature of criminal.

9. He also contended that the allegations made in the complaint are suffice to proceed against the petitioners for the offence under Sections 506 and 420 of IPC and the allegation that the respondent No.2 converted the civil dispute into criminal is absolutely without any material and thereby the proceedings cannot be quashed and drawn the attention of this Court to "***Medchl Chemicals and Pharma Private Limited v. Biological E.Limited***[12]***, Ghanshyam Sharma v. Surendra Kumar Sharma***[13]***, Mrs.Dhanalakshmi v. R.Prasanna Kumar***[14]***, State***

[12] AIR 2000 SC 1869
[13] (2014) 13 SCC 401
[14] AIR 1990 SC 494

of Karnataka v. M.Devendrappa[15] and requested this Court to dismiss the petitions.

10. On considering the rival submissions and perusing the material available on record, the points that arise for consideration are as follows:

1) ***Whether there exists* prima facie *ground to proceed before the Criminal Court against the petitioners for the offences punishable under Sections 506 and 420 of IPC?***
2) ***Whether the proceedings are liable to be quashed in the Crime No.782 of 2012 of Saroornagar Police Station, Cyberabad?***
3) ***Whether the liability arising out of contractual obligation or breach of obligation under the contract predominantly of criminal nature. If not, whether it amounts to conversion of civil law into criminal?***

P O I N T Nos.1 to 3:

11. As the point Nos.1 and 2 are interconnected, I find it expedient to decide these points by common discussion.

12. In view of the specific contentions raised by the learned counsel for the petitioners and the respondent No.2, this Court has to advert to the allegations made in the complaint to find out whether the allegations made in the complaint, on their face value, accepting in its entirety would constitute any offence punishable under Sections 506 and 420 of IPC.

13. In any view of the matter, the main reason for questioning the complaint is that the allegations made in the complaint, if

[15] AIR 2002 SC 671

accepted in its entirety, it would not constitute any offence punishable either under Section 506 and 420 of IPC and the alleged non execution of sale deed would attract the civil liability, but not the criminal liability. In those circumstances, the petitioners cannot be proceeded in a criminal Court for the above said offences, at the stage of deciding a petition filed under Section 482 of Cr.P.C. the Court has to look into the allegations made in the complaint and documents annexed to it to find out whether those allegations accepting on their entirety would constitute any offence or not vide judgments reported in ***M.Devendrappa's case*** (referred 15 supra), wherein the Apex Court while deciding an appeal preferred against the order passed under Section 482 of Cr.P.C. held that while exercising power under Section 482 of Cr.P.C. meticulous analysis of case to find out whether the case would end in conviction or acquittal is not necessary and placed reliance on "***State of Haryana v. Ch.Bhajan Lal***[16]". Therefore, quashing of proceedings on the ground that there is no direct evidence is not proper.

14. In ***Ghanshyam Sharma's case*** (referred 13 supra) the Apex Court held that the High Court cannot decide the provision under which the offence falls; it may be under any other provisions, cited in the impugned charge sheet or under the provision High Court felt was attracted, but it is for the trial Court to decide that on the evidence produced before it. Even if this principle is applied to the present facts of the case, still it is the duty of the respondent No.2 to make out a specific case to attract the offence punishable under Sections 506 and 420 of IPC, but this Court cannot express its

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[16] AIR 1992 SC 604

opinion that the allegations made in the complaint would attract particular offence and in view of the undisputed law declared by the Apex Court it is clear that this Court cannot conclude that the allegations made in the complaint would attract particular offences going into the material meticulously.

15. The power under Section 482 Cr.P.C. is to be exercised with care and sparingly, High Court has only to see whether allegations in complaint make out *prima facie* case. It has no power to examine truth and correctness of allegations. Exercise of jurisdiction under the inherent power as envisaged in Section 482 of the Code to have the complaint or the charge-sheet quashed is an exception rather a rule and the case for quashing at the initial stage must have to be treated as rarest of rare so as not to scuttle the prosecution. To exercise powers under Section 482 of Cr.P.C. the complaint in its entirety shall have to be examined on the basis of the allegations made in the complaint and the High Court at that stage has no authority or jurisdiction to go into the matter or examine its correctness. Whatever appears on the face of the complaint shall be taken into consideration without any critical examination of the same, but the offence ought to appear *ex facie* on the complaint, vide ***MedchAl Chemicals and Pharma Private Limited' case*** (referred 12 supra).

16. The principle laid down ***MedchAl Chemicals and Pharma Private Limited's case*** (referred 12 supra) is identical to the principles laid down in ***Mrs. Dhanalakshmi's case*** (referred 14 supra) and there is no quarrel about law declared by the Apex Court and this Court cannot venture to examine the correctness or

truth in the allegations made in the complaint. The same principle is also reiterated in "***State of Orissa v. Saroj Kumar Sahoo***[17]**",** wherein the Apex Court held that the inherent powers under Section 482, Cr. P.C. should not be exercised by the High Court to stifle a legitimate prosecution. The High Court, being the highest Court of a State should normally refrain from giving a *prima facie* decision in a case where the entire facts are incomplete and hazy, more so when the evidence has not been collected and produced before the Court and the issues involved, whether factual or legal, are of magnitude and cannot be seen in their true perspective without sufficient material. Of course, no hard and fast rule can be laid down in regard to cases in which the High Court will exercise its extraordinary jurisdiction of quashing the proceeding at any stage. While exercising jurisdiction under Section 482 of the Cr. P.C., it is not permissible for the Court to act as if it was a trial Court. Even when charge is framed at that stage, the Court has to only *prima facie* be satisfied about existence of sufficient ground for proceeding against the accused. For that limited purpose, the Court can evaluate material and documents on records but it cannot appreciate evidence. The Court is not required to appreciate evidence to conclude whether the materials produced are sufficient or not for convicting the accused.

17. Accepting the allegations made in the complaint on their face value, I would like to examine whether the allegations made in the complaint would constitute offence in view of the law declared by the Apex Court referred supra.

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[17] (2005) 13 SCC 540

18. No doubt, the allegations made in the complaint are based on agreement of sale and if the alleged agreement of sale is accepted, it would create contractual obligation between the petitioners and the respondent No.2 but failure to execute sale deed, if any, may amount to breach of contract, may not attach any criminal liability. When the allegations made in the complaint are predominantly of civil nature, the parties cannot be allowed to resort to criminal proceedings as an arm-twisting method to come to their terms. Time and again, the Apex Court laid down certain guidelines with regard to exercise of inherent jurisdiction under Section 482 of Cr.P.C. when civil and contractual liability converted into criminal proceedings. In ***G.Sagar Suri's case*** (referred 7 supra) the Apex Court held that jurisdiction under Section 482 of the Code has to be exercised with a great care. In exercise of its jurisdiction High Court is not to examine the matter superficially. It is to be seen if a matter, which is essentially of civil nature, has been given a cloak of criminal offence. Criminal proceedings are not a short cut of other remedies available in law. Before issuing process, a criminal Court has to exercise a great deal of caution. For the accused it is a serious matter. The Apex Court has laid certain principles on the basis of which High Court has to exercise its jurisdiction under Section 482 of the Code. Jurisdiction under this Section has to be exercised to prevent abuse of the process of any Court or otherwise to secure the ends of justice and relied on ***State of Karnataka v. L.Muniswamy[18], and Kurukshetra University v. State of Haryana[19]***

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[18] (1977) 2 SCC 699
[19] (1977) 4 SCC 451

19. In ***Uma Shankar Gopalika's case*** (referred 8 supra) the Apex Court while dealing with similar situation for the offence punishable under Section 420 of I.P.C. expressed its view that when the complaint does not disclose any criminal offence at all, much less any offence either under Section 420 or Section 120-B of I.P.C. and the case is of purely civil dispute between the parties for which remedy lies before a civil Court by filing a properly constituted suit, in such case allowing the police investigation to continue would amount to an abuse of the process of Court and to prevent the same it was just and expedient for the High Court to quash the same by exercising the powers under Section 482 Cr.P.C.

20. In the facts of the above case, an identical question regarding payment of the amount towards price of the vehicle to the dealer under hire purchase agreement was came up for consideration in a petition filed under Section 482 of Cr.P.C., the Apex Court categorically held that it will give raise to purely civil remedy but not criminal liability. Therefore, initiation of criminal proceedings to enforce contractual obligation would amount to abuse of process of law.

21. To constitute an offence of criminal breach of trust, there should be entrustment of the property/dominion over the property.

22. In ***Indian Oil Corpn's case*** (referred 4 supra) the Apex Court held as follows:

> *"405. Criminal breach of trust, - Whoever, being in any manner entrusted with property, or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in*

Violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "criminal breach of trust.

A careful reading of the section shows that a criminal breach of trust involves the following ingredients : (a) a person should have been entrusted with property, or entrusted with dominion over property; (b) that person should dishonestly misappropriate or convert to his own use that property, or dishonestly use or dispose of that property or willfully suffer any other person to do so; (c) that such misappropriation, conversion, use or disposal should be in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract which the person has made, touching the discharge of such trust. The following are examples (which include the illustrations under Section 405) where there is 'entrustment':

(i) An 'Executor' of a wilt, with reference to the estate of the deceased bequeathed to legatees.

(ii) A 'Guardian' with reference to a property of a minor or person of unsound mind.

(iii) A 'Trustee' holding a property in trust, with reference to the beneficiary.

(iv) A 'Warehouse Keeper' with reference to the goods stored by a depositor.

(v) A carrier with reference to goods entrusted for transport belonging to the consignor/consignee.

(vi) A servant or agent with reference to the property of the master or principal.

(vii) A pledgee with reference to the goods pledged by the owner/borrower.

(viii) A debtor, with reference to a property held in trust on behalf of the creditor in whose favour he has executed a deed of pledge-cum-trust. (Under such a deed, the owner pledges his movable property, generally vehicle/machinery to the creditor, thereby delivering possession of the movable property to the creditor and the creditor in turn delivers back the pledged movable property to the debtor, to be held in trust and operated by the debtor)."

The essential ingredients of the offence of 'cheating' are : (i) deception of a person either by making a false or misleading representation or by other action or omission (ii) fraudulent or *dishonest inducement of that person to either deliver any property or to consent to the retention thereof by any person or to intentionally induce that person to do or omit to do anything which he would not do or omit if he were not so deceived and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property.*

23. For constituting an offence of cheating, there should be dishonest intention since inception. To hold a person guilty of cheating, it is necessary to show that at the time of making the promise, he had fraudulent or dishonest intention.

24. In ***Alpic Finance Ltd.*** *(referred 5 supra)* the Apex Court held as follows:

"The facts in the present case have to be appreciated in the light of the various decisions of this Court. When somebody suffers injury to his person, property or reputation, he may have remedies both under civil and criminal law. The injury alleged may form basis of civil claim and may also constitute the ingredients of some crime punishable under criminal law. When there is dispute between the parties arising out of a transaction involving passing of valuable properties between them, the aggrieved person may have right to sue for damages or compensation and at the same time, law permits the victim to proceed against the wrongdoer for having committed an offence of criminal breach of trust or cheating. Here the main offence alleged by the appellant is that respondents committed the offence under Section 420 I.P.C. and the case of the appellant is that respondents have cheated him and thereby dishonestly induced him to deliver property. To deceive is to induce a man to believe that a thing is true which is false and which the person practicing the deceit knows or believes to be false. It must also be shown that there existed a fraudulent and dishonest intention at the time of commission of the offence. There is no allegation that the respondents made any willful misrepresentation. Even according to the appellant, parties entered into a valid lease agreement and the grievance of the appellant is that the respondents failed to discharge their contractual obligations. In the complaint, there is no allegation that there was fraud or dishonest inducement on the part of the respondents and thereby the respondents parted with the property. It is trite law and common sense that an honest man entering into a contract is deemed to represent that he has the present intention of carrying it

out but if, having accepted the pecuniary advantage involved in the transaction, he fails to pay his debt, he does not necessarily evade the debt by deception."

25. Section 420 of I.P.C. deals with punishment for cheating and dishonestly inducing delivery of property. Cheating is defined under Section 415 of I.P.C.

> ***415. Cheating:-*** *Whoever by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to "cheat".*

26. The essential ingredients required to constitute the offence of cheating are:

(i) *There should be fraudulent or dishonest inducement of a person by deceiving him;*

(ii) *(a) The person so deceived should be induced to deliver any property to any person, or to consent that any person shall retain any property; or (b) The person so deceived should be intentionally induced to do or omit to do anything which he would not do or omit if he were not so deceived; and*

(iii) *In cases covered by (ii) (b), the act or omission should be one which causes or is likely to cause damage or harm to the person induced in body, mind, reputation or property.*

27. In "***V.Y.Jose's case*** (referred 6 supra) the Apex Court held as under:

> *"An offence of cheating cannot be said to have been made out unless the following ingredients are satisfied:*
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> *(i) deception of a person either by making a false or misleading representation or by other action or omission;*
>
> *(ii) fraudulently or dishonestly inducing any person to deliver any property; or*

(iii) To consent that any person shall retain any property and finally intentionally inducing that person to do or omit to do anything which he would not do or omit.

For the purpose of constituting an offence of cheating, the complainant is required to show that the accused had fraudulent or dishonest intention at the time of making promise or representation. Even in a case where allegations are made in regard to failure on the part of the accused to keep his promise, in absence of a culpable intention at the time of making initial promise being absent, no offence under Section 420 of the Indian Penal Code can be said to have been made out.

An offence of cheating may consist of two classes of cases:

(1) where the complainant has been induced fraudulently or dishonestly. Such is not the case here;

(2) When by reason of such deception, the complainant has not done or omitted to do anything which he would not do or omit to do if he was not deceived or induced by the accused."

28. Mere breach of contract cannot give rise to criminal prosecution for cheating unless fraudulent or dishonest intention is shown right at the beginning of the transaction, that is the time when the offence is said to have been committed.

29. In "***Hridaya Ranjan Prasad Verma's case*** (referred 10 supra) the Apex Court held as follows:

"In determining the question it has to be kept in mind that the distinction between mere breach of contract and the offence of cheating is a fine one. It depends upon the intention of the accused at the time to inducement which may be judged by his subsequent conduct but for this subsequent conduct is not the sole test. Mere breach of contract cannot give rise to criminal prosecution for cheating unless fraudulent or dishonest intention is shown right at the beginning of the transaction, that is the time when the offence is said to have been committed. Therefore it is the intention which is the gist of the offence. To hold a person guilty of cheating it is necessary to show that he had fraudulent or dishonest intention at the time of making the promise."

30. The complaint did not disclose all the ingredients of offences punishable under Sections 506 and 420 of IPC. Therefore, on this ground the proceedings in the crime are liable to be quashed.

31. An identical question came up before the Apex Court in "***Anil Mahajan v. Bhor Industries***[20]", where the parties entered into Memorandum of Understanding for supply of steel grip tapes stipulating that 50% of the payments against monthly quantity would be given in advance and balance 50% on receipt of the goods in pursuance of the Memorandum of Understanding, the complainant delivered. In the said case, the complainant delivered 56,94,120 reels of steel grip tapes valued at Rs. 3,38,62,860 to the accused during the period 19-8-2000 to 20-11-2000 and out of this amount, the accused made only part payment of Rs. 3,05,39,086 leaving balance amount of Rs. 33,23,774. The accused did not make further payment despite repeated demands and started giving reasons such as cash flow problems, non-receipt of right type of colour assortment and sales tax problems, etc., besides raising disputes in respect of the material purchased six years back being defective. Based on the contents of the Memorandum of Understanding, the company filed a complaint against the petitioner for the offences punishable under Sections 415, 418 & 420 I.P.C and the Court took cognizance of it and the same is challenged before the Court.

32. In paragraphs 6, 7 & 8 of the said judgment, the Court held as under:

[20] 2005 (10) SCC 228

"6.Reliance has been placed, in that order, on various decisions of this Court holding that from mere failure of a person to keep up promise subsequently, a culpable intention right at the beginning that is, when he made the promises cannot be presumed. A distinction has to be kept in mind between mere breach of contract and the offence of cheating. It depends upon the intention of the accused at the time of inducement. The subsequent conduct is not the sole test. Mere breach of contract cannot give rise to criminal prosecution for cheating unless fraudulent, dishonest intention is shown at the beginning of the transaction.

7. The order of the learned Additional Sessions Judge has been set aside by the High Court by the impugned judgment. The High Court, except noticing that the ratio of the judgment of this Court cannot be applied to all cases in a uniform way, has neither discussed the said judgment nor stated as to how it was wrongly applied by the learned Additional Sessions Judge. There is hardly any discussion in the impugned judgment for reversing a well-considered judgment of the learned Additional Sessions Judge.

8. The substance of the complaint is to be seen. Mere use of the expression "cheating" in the complaint is of no consequence. Except mention of the words "deceive" and "cheat" in the complaint filed before the Magistrate and "cheating" in the complaint filed before the police, there is no averment about the deceit, cheating or fraudulent intention of the accused at the time of entering into MOU wherefrom it can be inferred that the accused had the intention to deceive the complainant to pay. According to the complainant, a sum of Rs. 3,05,39,086 out of the total amount of Rs. 3,38,62,860 was paid leaving balance of Rs. 33,23,774. We need not go into the question of the difference of the amounts mentioned in the complaint which is much more than what is mentioned in the notice and also the defense of the accused and the stand taken in reply to notice because the complainant's own case is that over rupees three crores was paid and for balance, the accused was giving reasons as above noticed. The additional reason for not going into these aspects is that a civil suit is pending inter se the parties for the amounts in question.

33. In ***L.Muniswamy's case*** (referred 19 supra) the Supreme Court while considering scope and jurisdiction of the High Courts under Section 482 Cr.P.C, has held as under:

"In the exercise of this wholesome power, the High Court is

> *entitled to quash a proceeding if it comes to the conclusion that allowing the proceeding to continue would be an abuse of the process of the Court or that the ends of justice require that the proceeding ought to be quashed. The saving of the High Court's inherent powers, both in civil and criminal matters is designed to achieve a salutary public purpose which is that a court proceeding ought not to be permitted to degenerate into a weapon of harassment or persecution. In a criminal case, the veiled object behind a lame prosecution, the very nature of the material on which the structure of the prosecution rests and the like would justify the High Court in quashing the proceeding in the interest of justice. The ends of justice are higher than the ends of mere law though justice has got to be administered according to laws made by the legislature. The compelling necessity for making these observations is that without a proper realisation of the object and purpose of the provision which seeks to save the inherent powers of the High Court to do justice between the State and its subjects it would be impossible to appreciate the width and contours of that salient jurisdiction."*

34. In any view of the matter, as discussed above, the allegations made in the complaint are predominantly of civil in nature though by clever drafting of a complaint using the verbatim of various provisions of I.P.C. in a private complaint is not sufficient to proceed against the petitioners for the above offences since the alleged payment of advance and sale of property to the 3rd party for alleged failure to obtain registered sale deed etc. is allegedly arising out of contractual obligation and at best, it amounts to breach of promise, but not breach of trust or offer etc. Therefore, it is purely a case of civil nature, but instead of resorting to appropriate relief by proceeding in Civil Court, if any, the respondent No.2 adopted a shortcut method of filing complaint subjecting the petitioners to harassment as a cloak to bring them to his terms. Thus, using the criminal law as a tool of harassment, which certainly cause incalculable damage to the petitioners and if the respondent No.2

is allowed to proceed under criminal law against the petitioners for the above offences, filing of such complaint is nothing but abuse of process of the Court to wreck vengeance against the petitioners. Therefore, in view of the guidelines laid down by the Apex Court in **Ch.Bhajan Lal's *case*** (referred 16 supra) the Court can exercise the inherent power to quash the proceedings when the complaint is filed by abusing process of law.

35. Hence, I find no substance in the arguments of the learned counsel for the respondent No.2, consequently the proceedings are liable to be quashed and the petition is liable to be allowed.

36 In the result, the petitions are allowed and the proceedings against the petitioners herein in Crime No.782 of 2012 of Saroornagar Police Station, Cyberabad are hereby quashed.

Consequently, miscellaneous applications pending if any, shall also stand closed.

JUSTICE M. SATYANARAYANA MURTHY

27.02.2017
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