

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 10.08.2018

CORAM

THE HONOURABLE MR.JUSTICE P.N.PRAKASH

Crl.O.P.No.15273 of 2018
and Crl.M.P.Nos.7750 and 7751 of 2018

1. V.K. Kumar
2. Manohar

...Petitioners

-Vs-

1. State rep. by
Inspector of Police,
Central Crime Branch
Vepary, Chennai.

2.K. Rajendran

...Respondents

Petition filed under Section 482 Criminal Procedure Code to call for the entire records in C.C.No.70 of 2013 pending before the learned Special Judge for Land Grabbing Court No.II, at Periyamedu, Chennai and quash the final report.

For Petitioner	:	Mr.A.Aravind
For R1	:	Mr.C.Raghavan
		Govt.Advocate (Crl.Side)
For R2	:	Mr.R.Karunakaran

O R D E R

This petition has been filed to call for the entire records in C.C.No.70 of 2013 pending before the learned Special Judge for Land Grabbing Court No.II, at Periyamedu, Chennai and quash the final report.

2. On the complaint lodged by the second respondent, the first respondent police have registered a case in Cr.No.18 of 2006 and after completing the investigation, have filed a charge sheet in C.C.No.7771 of 2007 before the XI Metropolitan Magistrate Court, Saidapet, and after the charge sheet was transferred to the Special Court for Land Grabbing Cases, Chennai, it has been renumbered as C.C.No.70 of 2013, for quashing which, Kumar [A2] and Manohar [A4] are before this Court, on the ground that they have arrived at a compromise.

3. It is seen that the matter was referred to the Mediation and Conciliation Centre, where the parties have arrived at a

compromise and the terms of the said have been recorded in the memorandum of compromise dated 31.07.2018, which read as under:

"1. Mr.Rajendiran, the Defacto Complainant/Respondent -2 and his brother Mr.Nageswaran are Owners of the property measuring an extent of 29 ½ Cents at Karapakkam Village, Old Mahabalipuram Road. They acquired the property under the registered Will executed by their father.

2. The Defacto Complainant approached Mr.Arjunan - A1 in the year 2001 for loan a sum of Rs.2,50,000/- (Rupees Two Lakhs and Fifty Thousands) on depositing the Original Will as Collateral Security for repayment of loan. Mr.Arjunan - A1 agreed to lend money on condition that the Defacto- Complainant should execute a Deed of Power of Attorney in favour of his brother Kumar-A2 and he assured that the Power of Attorney is only for Security and it would not be acted against the Defacto- Complainant.

3.The Defacto Complainant executed a Deed of Power of Attorney as demanded by Mr.Arjunan - A1. Mr.Arjunan - A1 paid Rs.40,000/- (Rupees Forty Thousands) only on that day after deducting interest and assured to pay the balance amount of Rs.2,00,000/- (Rupees Two Lakhs) after one week. But he did not pay the amount. Mr.Arjunan -A1 told that the amount was paid to the brokers. The Defacto - Complainant asked Mr.Arjunan - A1 to return the Deed of Power of Attorney as the interest demanded by Mr.Arjunan - A1 was usurious. He refused to return the Deed of Power of Attorney. Subsequently the Defacto Complainant came to know that Mr.Arjunan -A1 got Sale Deed registered in his name executed by his brother Kumar -A2 on the basis of the Power of Attorney.

4. The Defacto Complainant approached President of Karappakkam Panchayat and after negotiation Mr.Arjunan-A1 demanded Rs.3,50,000/- (Rupees Three Lakhs and Fifty Thousands) only (Principal together with interest) to re-concile the property to the Defacto-Complainant and his brother.

5. On 22.10.2003 two separate Sale agreements were executed between Mr.Arjunan -A1 and Defacto Complainant and his brother Nageswaran as both the Deeds were registered as Document Nos.3435/2003 and 3436/2003 in the Sub- Registrar Office at Neelangarai. Mr.Arjunan-A1 fraudulently cancelled

both the above said Sale Agreements by impersonation of the Defacto Complainant and his brother Nageswaran. Therefore, the Defacto complainant lodged a complaint with Central Crime Branch Police and Police registered the Case in Crime No.18/2006 Under Section 419, 420, 467,468, 471 of IPC and Charge Sheet had been filed against Mr.Arjunan-A1, Mr.Kumar-A2, Mr.Selvin-A3 and Mr. Manohar-A4 before the Learned XI Metropolitan Magistrate Court at Saidapet in C.C.771/2007 which has been transferred to the Special Court for Land Grabbing Court No. II, Periyamedu, Chennai and case is renumbered as C.C.No.70 of 2013. Mr.Arjunan-A1 died on 17.11.2011 and Mr.Selvin - A3 died on 05.06.2007 during the pendency of the case.

6. Now the Petitioners Accused 2 and 4 approached the Legal heirs of Mr.Arjunan -A1 and the Defacto Complainant as they have been suffering due to long pendency of the above case for an amicable settlement and requested the Defacto complainant to withdraw the case against the Petitioners Mr.Kumar (A2) and Mr.Manohar (A4).

7. The Defacto Complainant agreed to withdraw his Complaint provided the legal heirs of deceased Mr.Arjunan-A1 i.e, his Wife Mrs. Chandralekha and her sons Mr. Ananda Vinayagam and Mr. Aravindhan, Execute Deed of Cancellation of Documents No.193/2005 and 194/2005 dated 19.01.2005 in which the sale agreements Doc. Nos. 3435/2003 and 3436/2003 were fraudulently cancelled by Mr.Arjunan-A1. The Legal heirs of Mr.Arjunan -A1 his Wife Mrs.Chandralekha and her sons Mr. Ananda Vinayagam and Mr.Aravindhan accept the fraudulent transaction i.e., the cancellation of Sale Agreements dated 22.10.2003 entered between the Defacto Complainant, Nageswaran and Mr.Arjunan-A1 registered as Document Nos.3435/ 2003 and 3436/2003 in the S.R.O. Neelangarai by deeds of Cancellation dated 19.01.2005 by impersonation and said deeds of cancellation have been registered as Document Nos.193/2005 and 194/2005 in the S.R.O, Neelangarai.

8. The above said legal heirs of Late. Mr.Arjunan-A1 are being law abiding citizens felt that it is their moral obligation and they are willing to execute the Deeds of Cancellation of the Documents No.193/2005 and 194/2005 and to execute Sale Deed as per the terms condition of the Sale Agreement dated 22.10.2003 which were

registered as Document Nos.3435/ 2003 and 3436/2003 in the S.R.O. Neelangarai. The Original Sale Agreements dated 22.10.2003 would be valid and enforceable if the legal heirs of Mr.Arjunan-A1 execute Deeds of Cancellation of Document No.193/2005 and 194/2005. On the other hand they are willing to execute Sale Deed in favour of the Defacto Complainant as per the terms and conditions of Sale Agreements Document No.3435/2003 and 3436/2003 without demanding further payment from the Defacto Complainant and agree to execute Sale Deeds for the Sale Consideration fixed in the Sale Agreements Document No.3435/2003 and 3436/2003 registered at SRO, Neelangarai.

9. The Defacto Complainant agrees and assures the Petitioners in Crl.O.P.15273/2018 and the Legal Heirs of Late.Mr.Arjunan-A1 that he and his brother shall bear the cost of the Registration of the Sale Deeds executed by the Legal Heirs of Late.Mr.Arjunan-A1 in favour of the Defacto Complainant and his brother Nageswaran. The Legal Heirs of Late. Mr.Arjunan - A-1 have no objection to hand over the all the available original documents which are in the custody of Crime Branch Police and in the Special Court Land Grabbing to the Defacto Complainants.

10. The Defacto Complainant legally cannot withdraw the complaint at this stage. Therefore, the Petitioner's A2 and A4 have filed the above petition to quash the proceedings against them.

11. The Defacto Complainant accepts the assurance of the Legal heirs of deceased first accused Mr.Arjunan -A1 and the Petitioners A2 and A4 in the above case and considering the fact that the possession of the property is still with the Defacto Complainant, he has no objection for allowing the above the Crl.O.P.No.15273/2018."

It is seen that Arjunan[A1] and Selvin [A3] have died.

4. Today, Mr.M.Shanmugham, Sub-Inspector of Police, CCB, Team - 18, Chennai is present before this Court. Rajendran/the de facto complainant and Manohar [A4] are also present.

In view of the above, this petition is allowed and the proceedings in C.C.No.70 of 2013 pending on the file of the Special Judge for Land Grabbing Court No.II, Periyamedu, Chennai, is hereby quashed. The petitioners are directed to pay

a sum of Rs.1,000/- each (Total Rs.2,000/-) as costs to the credit of the Chief Justice Relief Fund (payable in Accounts Section of the High Court Registry), within a period of two weeks from the date of receipt of a copy of this order and file a photocopy of the receipt along with a memo reporting compliance in the Registry. Consequently, connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar(CS VI)

//True Copy//

Sub Assistant Registrar

To

1.The Inspector of Police,
Central Crime Branch
Vepary, Chennai.

2.The Special Judge for Land Grabbing Court No.II,
Periyamedu, Chennai.

3.The Section Officer
Accounts Section,
High Court, Madras.

4.The Public Prosecutor
High Court, Madras.

+2cc to Mr.A.Aravind, Advocate sr.no.55537

+2cc to Mr.R.Karunakaran, Advocate sr.no.55130

सत्यमेव जयते

Cr.O.P.No.15273 of 2018

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