

HON'BLE Dr. JUSTICE B.SIVA SANKARA RAO

CRIMINAL PETITION No.11672 of 2018

ORDER:

The petitioners are accused Nos.1 & 2 of CC.No.926 of 2016 on the file of learned IX Metropolitan Magistrate, Kukatpally at Miyapur, taken cognizance for the offences punishable under Sections 420 & 506 IPC, which is outcome of crime No.264 of 2015 dated 07.04.2015 registered by the Kukatpally PS on the report of the 2nd respondent-defacto complainant-LW.1.

The 2nd respondent even served failed to attend. Heard learned counsel for the petitioners and learned Public Prosecutor representing the 1st respondent-State and perused the FIR, charge sheet with part-II case diary and the so called agreement for sale.

The very FIR itself shows out of savings from a small job the defacto complainant lent Rs.3,00,000/- to A.1-S.Satyanarayana Reddy and his wife Smt. Nirmala-A.2. It is subsequently any liquidation of the amount demanded, they promised to give 120 square yards of site, for the amount, of Kaithlapur Village from S.No.908 by saying the site belongs to them and it is 80 square yards executed an unauthorized agreement. What he further stated subsequently when visited the field it came to light that it was already sold to some other persons and when he asked A.1 he stated that he is not going to cheat him and he will execute document and

there is nothing to fear and was postponing. Subsequently when demanded for return of the amount, he failed to return saying to do what he likes and threatened with a rowdy behaviour to do away if again asked for the plot or return of the money. Either from the FIR or from the statements there is nothing to show on what date the alleged threat from which accused the defacto complainant met with much less in creating any alarm in his mind therefrom to attract the offence under Section 506 defined in Section 503 IPC. So far as alleged offence of cheating concerned, there must be a dishonest intention from the inception to deceive, it is not a transaction in relation to contract for sale and entering from dishonest intention right from the inception, it was only a money lending and subsequently for repayment entered into agreement for sale for that amount and later promising and postponing and not executing sale deed, no way attracts any offence of cheating at best a breach of contract.

Having regard to the above, there is no case made out for the learned Magistrate to take cognizance.

Accordingly and in the result, this Criminal Petition is allowed and the proceedings against the accused in CC.No.926 of 2016 on the file of learned IX Metropolitan Magistrate, Kukatpally at Miyapur, are hereby quashed, accused are acquitted and the bail bonds of the accused, if any, shall stand cancelled.

Miscellaneous petitions, if any, shall stand closed.

Dr. B. SIVA SANKARA RAO, J

Date: 26.11.2018
ska

