IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 28.03.2018
Pronounced on: 13.09.2019

CORAM

THE HONOURABLE MR.JUSTICE M.NIRMAL KUMAR

Crl.O.P.No.15780 of 2014 and
Crl.M.P.No.1 of 2014

1.Ashok Giri

2.Rekha Giri ... Petitioners/A1 and A2

Vs.

1.State By,
Inspector of Police,
CCB, Team III,
Egmore, Chennai.
Cr.No.163 of 2012.

2.Raghava Reddy ... Respondents

PRAYER : Criminal Original Petition is filed under Section 482 of the Code of Criminal Procedure, to call for the records in C.C.No.7185 of 2017 on the file of the Special Metropolitan Magistrate for CCB Cases and CBCID Cases, Allikulam Complex, Egmore, Chennai and quash the same.

For 1st Petitioner : Mr.N.L.Raja,
Senior Counsel for
Mr.V.Thirugnanasampantha Moorthi

For R1 : Mr.Hari Hara Arun Somasankar
Government Advocate [Crl. Side]

For R2 : Mr.C.Selvaraju,
Senior Counsel for
M/s.S.Nishanthi

ORDER

Criminal Original Petition is filed by the petitioners/A1 and A2 to quash the proceedings in C.C.No.7185 of 2017 on the file of the Special Metropolitan Magistrate for CCB Cases and CBCID Cases, Allikulam, Egmore, Chennai for the offence under Sections 406, 409, 420, 468 and 471 r/w 34 of IPC.

2.On the complaint of 2nd respondent, the 1st respondent registered a case in Crime No.163 of 2012 and on completion of the investigation, filed a final report, citing LW1 to LW21 as witnesses and documents. Against which the present quash petition.

3.The brief facts of the case is that the 2nd respondent initially started a Proprietary concern in the name of M/s.Vaishnovi Infrastructure Engineering Private Limited (VIEPL) in the year 1997. Later converted the Proprietary concern into a company. During the year 2006, the 1st petitioner joined 2nd respondent's company. During 2007 he was looking after the Accounts Administration, Income Tax, Bank Job, New Auditors, Customers, Suppliers and E.R.P New Software. The defacto complainant was taking care of Mathuranthagam unit of the company, keeping faith and trust on the 1st petitioner. The defacto complainant did not question about the Administration of the company. When the defacto complainant asked for the accounts of the said company, the 1st petitioner stated that new software for the accounts have been installed, hence the accounts could not be accessed immediately. By giving such reasons, he was delaying in producing the accounts. The 1st petitioner by making wrong representation and giving false promises borrowed substantial amount in the name of the company and misappropriated the money illegally for his personal benefits. The company was irregular in repaying to Vijaya Bank for the credit facilities availed, for which the personal property of the defacto complainant was given as security. On verification it was found that several charges were made against the properties of the company without any valid resolution of the company. Hence, the 1st petitioner committed offence of falsifying accounts, mismanagement, cheating and misappropriation.

4.Initially the defacto complainant had 20 branches and hundreds of employees. There was some misunderstanding between the defacto complainant and the 1st petitioner over the administration of the company and for non-compliance in payment of dues to Vijaya Bank, Mylapore Branch for which properties of the defacto complainant were given as security were attached at Nellore and Neelangarai, Chennai. Due to the said misunderstanding, it was decided that either the defacto complainant or the petitioners/accused have to run the company. Hence the defacto complainant handed over the entire administration of the company to the petitioners/accused for which an Memorandum of Understanding (MOU) was entered between them 12.01.2011.

5.As per MOU, the 1st petitioner has to take over the entire assets and liabilities of the company and shall continue the operations of the company. The 1st petitioner has agreed to make arrangements with Vijaya Bank, Mylapore Branch for regularizing the accounts and to clear the properties of the defacto complainant, from the purview of attachment under SARFASI Act. The 1st petitioner ensured that the properties of the defacto complainant to clear free from all encumbrances and charges, within one year from 12.01.2011. He further ensured that the defacto complainant will not be affected by any of the creditors connected to the company. It is further agreed between them that the petitioners shall release the defacto complainant from all the Deeds, Personal Guarantees, Indemnities, Sureties and other commitment letter executed by the defacto complainant in favour of Vijaya Bank.

6.Apart from the above, the 1st petitioner agreed to pay a sum of Rs.2.5 Crores to the defacto complainant and on the date of agreement Rs.50,00,000/- had been paid and balance amount of Rs. 2 Crores/- has to be paid in four instalments of Rs.50,00,000/- each from 15.04.2011 to 15.01.2012. The vehicles in the name of the company were also handed over to the defacto complainant and the accused shall clear the hypothication dues of the vehicles.

7.On compliance of the above conditions, the defacto complainant shall resign from the post of Managing Director and transfer all his shares and that of his wife Shyla Reddy. In case of failure to comply with the terms and conditions as per MOU within time frame, the accused agreed to transfer all the shares held by him and his nominees in favour of the defacto complainant and the quantum of loss suffered by him, due to non-compliance of the terms of MOU shall be the entire consideration of such transfer.

8.In MOU the Schedule-I is the property of the defacto complainant, which has been given to the Bank, Schedule-II is the Vehicles and the Schedule-III is Madhuranthagam property for which assignment deed to be executed by the defacto complainant in the name of the company.

9.On 05.02.2011 the shares of the defacto complainant and his wife were transferred as per the Share Purchase Agreement. Further for non-compliance of MOU, Escrow Agreement dated 05.02.2011 was entered. As per Escrow Agreement, the Besent Nagar residential property, original title documents of the accused and the copy of the settlement deed were deposited with the Escrow Agent. In Escrow agreement the 1st accused is the confirming party and the 2nd accused is the owner and one Prathap Singh, Advocate is the ESCROW agent.

10.As per Escrow agreement the confirming party has undertaken to comply with the terms and conditions to release property of defacto complainant, which has been given as security to Vijaya Bank as collateral for the loan of the company by 12.01.2012. Having handed over the original title deed of the Besent Nagar property and copy of the settlement deed, the accused failed to comply with the conditions and it had created equitable mortgage on 20.05.2011 with one Balagopalan Menon, who is none other than the erstwhile partner of the 1st petitioner and he obtained a sum of Rs.4.2 crores and created an encumbrance to the property, against the ESCROW agreement.

11.This fact has been suppressed, which is a clear violation of the undertaking and promise of MOU and Escrow agreement. It was also came to be known that the said Balagopalan Menon an NRI on 20.05.2011 was not present in India and this mortgage is a Sham, created to cheat the defacto complainant and to usurp his company and his properties. Due to the failure of the payment of amount to Vijaya Bank, the properties of the defacto complainant had been auctioned under SARFASI proceedings.

12.The defacto complainant on coming to know about the clandestine manner in which the accused have cheated by using the forged documents had lodged a complaint. Based on which the 1st respondent registered a case in Crime No.163 of 2012 for the offence under Sections 406, 409, 420, 468, 471 r/w 34 of IPC. On completion of investigation had filed a charge sheet against the petitioners.

13.The contention of the learned senior counsel for the petitioners is that the petitioners/A1 & A2 are husband and wife and they have been falsely implicated in the above case. A civil case has been given criminal colour and using the same as an arm twisting method to force the settlement. A business transaction between the defacto complainant and 1st petitioner/A1 is given criminal colour as breach of trust, which would be a civil wrong. Further as per the Share Purchase Agreement obligations were entered between both the parties and the defacto complainant has failed to perform his obligations. On the other hand a criminal case was filed against the petitioners. From FIR in Crime No.163 of 2012, it is seen that MOU on 12.01.2011 and undertaking given on 13.01.2011 have been executed in the office of the 1st respondent Police viz., Central Crime Branch Police Station, Egmore, Chennai. Pursuant to the earlier complaint in Crime No.5 of 2011 given by the defacto complainant, the MOU dated 12.01.2011 has been obtained in the Police Station.

14.The learned Senior counsel for the petitioner would further submit that the case of the defacto complainant is that the Besent Nagar residential property of the accused has been mortgaged with Balagopalan Menon in violation of the Escrow agreement. It is to be seen that the defacto complainant is not a party to Escrow agreement. Hence, if there is any breach to Escrow agreement the defacto complainant is not an aggrieved person. In view of the same, the defacto complainant has no locus to initiate the case against the accused. It is admitted that the defacto complainant has not entrusted any property to the accused. The Besent Nagar property belongs to the 2nd petitioner and she has no embargo to deal with the property in any manner. It is further submitted that there is an inherent concern and promise granted to the petitioners/accused to deal with this property in whatsoever manner they like. In Escrow Agreement, it has been clearly mentioned that the parent document of the 1st petitioner and the copy of the settlement deed were only handed over to the Escrow Agent. Therefore, there is no violation of conditions of the Escrow agreement.

15.The learned Senior counsel for the petitioners would further submit that no false documents have been created in this case and there is no intention to cheat whatsoever at the time of inspection and at that time of entering into the MOU or Escrow agreement. Further, the 2nd petitioner is not a party to the Escrow agreement, after executing Share Purchase Agreement. On 05.02.2011, MOU dated 12.01.2011 last its relevance. The Share Purchase Agreement in this case have been suppressed and not produced by the 2nd respondent. As per Escrow agreement the owner is to settle all the dues to Escrow agent and not to defacto complainant. It is an admitted fact that during enquiry in Crime No.5 of 2011, MOU dated 12.01.2011 had been executed in the Central Crime Branch, Police Station, Egmore, Chennai/1st respondent which cannot be acted upon document. Admittedly the 1st petitioner is an accused in Crime No.5 of 2011 and no documents or confession obtained in police custody would be void under Sections 24 to 26 of the Indian Evidence Act.

16.Further as per Section 48 of the Transfer of Property Act, it could not be said that there is any misappropriation, cheating and forgery have been committed by the petitioners. Section 48 of the said act is extracted here under:-

> “48.Priority of rights created by transfer.- Where a person purports to create by transfer at different times rights in or over the same immovable property and such rights cannot all exist or be exercised to their full extent together, each later created right shall, in the absence of a special contract or reservation binding the earlier transferees, be subject to the rights previously created.”

17.In order to substantiate the arguments the learned Senior counsel appearing for the petitioners relied upon the following citations:-

"1.Madhavrao Jiwajirao Scindia and others Vs. Sambhaji Rao Chandrojirao Angre and others (1998) 1 SCC 692.

2.Indian Oil Corporation Vs. NEPC India Ltd. and another reported in (2006) 6 SCC 736.

3.Inder Mohan Goswami & another Vs. State of Uttaranchal & Others reported in (2007) 5 CTC 614.

4.Paramjeet Batra Vs. State of Uttarakhand and others reported in (2013) 11 SCC 673.

5.International Advanced Research Centre for Powder Metallurgy and New materials (ACRI) and othes Vs. Nimra Cergiass Technics Private limited and another reported in (2016) 1 SCC 348.

6.Hridaya Ranjan Prasad Verma Vs. State of Bihar and another reported in (2000) 4 SCC 168.

7.Anil Mahajan Vs. Bhor Industries Limited and another (2005) 10 SCC 228.

8.Samir Sahay @ Sameer Sahay Vs. State of U.P. And another reported in 2017 SCC Online SC 1285.

9.Ishri Prasad Vs.Gopinath and others reported in ILR Allahabad Series page 631.

10.Pranjavandas Vs. Chan Ma Phee reported in (1916) SCC Online PC 16.

11.K.Muthusami Gounder Vs. N.Palaniappa Gounder reported in (1998) 7 SCC 327.

12.Farid Malik Vs. State of West Bengal and another reported in 2009 SCC Online CAL 224 (2009) CHN 406.

13.Ashok Muthanna Managing Director Vs. Wipro Finance Ltd. reported in (2001) 2 CTC 78.

14.Moosa Ahmed Vs. The Inspector of Police and another reported in (2010) (2) CTC 153.

15.Malkait Singh and another Vs. State of

Punjab reported in 1969 (1) SCC 157."

18.All the decisions cited by the learned Senior counsel for the petitioners are to the fact that in the absence of any entrustment there cannot be any misappropriation and no criminal breach of trust in a case of immovable property. Further nothing to show that there is an intention to cheat at the time of entering MOU. Subsequent to MOU further developments had progressed, Share Purchase Agreement have been entered and there have been obligations on both the petitioners as well as the defacto complainant, a civil dispute cannot be given cloak of criminal case. Further the documents produced by the petitioner is not disputed by the respondent and the Court can look into the material and documents and act upon.

19.The learned Senior counsel for the 2nd respondent would submit that the petitioners being husband and wife in a clandestine manner after entering into MOU dated 12.01.2011, failed to make the payments to clear the documents from all liabilities from the Vijaya bank, but had taken over the company and its properties contrary to the undertaking. In failure of making payments, the bank auctioned the property of the defacto complainant under SARFASI proceedings. It is seen that the deposit of title deeds with the Escrow agent was on condition to discharge the liabilities to the bank. None of the conditions have been complied. Resorting to civil suits would be of no use, since the properties already being auctioned. Civil decree would be only a paper decree. On the back of the defacto complainant the document belonging to Besant Nagar residential property have been entrusted to third parties creating equitable mortgage. The petitioners are yet to clear the liability of the defacto complainant.

20.Crime No.5 of 2011 is nothing to do with the above case. The petitioners on coming to know of the earlier complaint had voluntarily approached the 2nd respondent and arrived at a settlement and MOU dated 12.01.2011 was entered. The cheating by the petitioners on the defacto complainant is a subsequent act. The stamp papers were purchased much earlier and it is seen that no MOU was entered under duress. The act of the accused in deceiving the defacto complainant is from inception and their intentions are clearly exposed by their acts. As per Escrow agreement it is committed to complete the conditions as per the MOU and fulfil their obligations in connivance with Balagopalan Menon. The accused have committed the forgery for the offence under Sections 406, 409, 420, 468 and 471 r/w 34 of IPC by creating the charge of the property violating the agreement and MOU. The 1st petitioner on the strength of the MOU and on share purchase agreement and other documents has been made as Managing Director of M/s.Vaishnovi Infrastructure

Engineering Private Limited (VIEPL) on 21.02.2011. The defacto complainant not only lost his properties given as security to the bank even the company has been taken over by the accused without making payments as promised and further without fulfilling the conditions as per the MOU. The demand draft for the first payment of Rs.50,00,000/- was made on 11.01.2011. Thereafter MOU had been entered on 12.01.2011. The respondent police on completion of investigation had filed a charge sheet in this case. Hence, he opposed the quash petition.

21.The learned Government Advocate [Crl. Side] appearing for the 1st respondent would submit that Crime No.5 of 2011 has been closed after intimation to the defacto complainant. As far as Crime No.163 of 2012 the charge sheet came to be filed on 19.06.2012 which was taken on file on 27.06.2012. During investigation several suppliers have stated about the non-payment of the company to them and cheating committed by the petitioners. The mortgage deed in favour of Balagopalan Menon has been created on the day when the said Balagopalan Menon was not in India, thereby the accused had committed an offence of forgery and using the forged documents had committed the offence of cheating. The accused have also entered into an Escrow agreement which is coupled with MOU entered between the accused and the defacto complainant. In violation of MOU the accused had mortgaged the property and a loan has been raised, property has been mortgaged. As per the MOU and the Escrow agreement the accused are prohibited to do so. By making false promise and creating forged documents the accused had cheated the defacto complainant. The complaint came to be forwarded under Section 156(3) of Cr.P.C. Thereafter, FIR came to be registered on proper, thorough investigation charge sheet came to be filed in this case. The points raised by the petitioner are to be raised only during the trial and hence he sought for dismissal of the quash petition.

22.Considering the rival submissions and on perusal of the materials produced along with the charge sheet, it is found that in the FIR in Crime No.163 of 2012 the earlier complaint of the defacto complainant against the accused pursuant to which a case in Crime No.5 of 2011 came to be registered on 06.11.2011 for the offence under Sections 406 and 420 of IPC is found. During the investigation, an MOU was entered into on 12.01.2011 and as per the terms of agreement the 1st petitioner has to release the property given as security of the defacto complainant in Vijaya Bank free from all encumbrances within a period of one year. Further to make payments for the vehicles and to return the vehicles to the defacto complainant. Thereafter Escrow agreement was entered between the accused and one Prathap Singh/Escrow agent/Advocate.

23.As per MOU a sum of Rs.2,50,00,000/- has to be paid of in which a sum of Rs.50,00,000/- has been paid while entering MOU on 12.01.2011. Thereafter on 05.02.2011 a share purchase agreement has been entered. As per the Share Purchase Agreement the defacto complainant along with his wife has been shown as seller and the 1st petitioner buyer. The 1st petitioner had joined into M/s.Vaishnovi Infrastructure Engineering Private Limited (VIEPL) on 29.01.2007 as purchaser and he had lent an advance amount of Rs.8.42/- crores as on 31.07.2007 for which corresponding value of shares were allotted. During April a sum of Rs.5/- Crores was received from the purchaser/petitioners for which no shares were allotted. The defacto complainant had resigned from the post of Managing Director and Director ship from the Board of Company upon execution of share purchase agreement dated 05.02.2011.

24.As per the Share Purchase Agreement the total consideration payable by the purchaser by the company was Rs.2.17/- crores, of which Rs.50/- lakhs has been been paid by way of demand draft on 12.01.2011 and the sum of Rs.2/- crores have set off for the out standing loans of the company, and various others obligations and co-obligations between the defacto complainant and the 1st petitioner have been stated in it. Further the Escrow agent Prathap Singh was nominated as non-executive Director of the company and he was also shown as a sole arbitrator for violation of the Share Purchase Agreement. Further on the same day, Escrow agreement has been entered between the 1st accused and the 2nd accused and the said Prathap Singh as Escrow agent.

25.In the Escrow agreement it has been mentioned that the original documents of the Besant Nagar residential property of A2 and the copy of the settlement deed by A1 in favour of A2 are have been deposited to the Escrow agent. The obligation as per the Escrow agreement was to release the properties of defacto complainant as listed in MOU dated 12.01.2011. In this Escrow agreement the defacto complainant is not a party. Thus the residential property documents of the accused were taken in possession by the defacto complainant through the said Prathap Singh who is shown as Escrow agent. The entire case is with regard to non performance of MOU dated 12.01.2011.

26.The MOU was entered on 12.01.2011 admittedly on that day a case in Crime No.5 of 2011 was pending against the 1st petitioner and the complainant was the defacto complainant. For non-complying the undertakings given to clear the dues of Vijaya Bank and getting release of Nellore and Neelangari property of the defacto complainant. On the guise of the investigation the accused was called to the 1st respondent. During investigation MOU dated 12.01.2011 was entered and payments were started to be paid Rs.50/- lakhs have been received and thereby the balance payment of Rs.2/- Crores has to be paid. Subsequent to it on 05.02.2011 Share Purchase Agreement was entered and all the shares were allotted to the 1st petitioner and the defacto complainant was relieved from the Managing Director and Director ship of the company on his satisfaction. Thereafter on the same day an Escrow agreement between A1 and A2 has been created and the said Prathap Singh has been made as Escrow agent. As per the Escrow agreement the title deeds of the residential property of A1 and A2, who were residing at Besant Nagar have been obtained and retained by the agent.

27.This property was subsequently mortgaged to Balagopalan Menon on 20.05.2011 for which the defacto complainant lodged a complaint for cheating and forgery. From the above it is very clear that the entire transaction and the documents between the defacto complainant and the accused are out of business fall out transactions. There have been payment made by the accused which have been acknowledged and received by the defacto complainant. Relieving from the Directorship and the Managing Director and transferring the shares of the company in favour of the accused are recorded by the company management and the possession has been handed over to the 1st petitioner. The Share Purchase agreement dated 05.02.2011 recorded all the happenings. After share purchase agreement dated 05.02.2011. The MOU dated 12.01.2011 looses its relevance.

28.All these facts have been recorded and there is a claim and counter claim between the defacto complainant with regard to clearing their loans of Vijaya Bank, clearing the security of Nellore and Neelangarai property of the defacto complainant. This property was already auctioned under SARFASI proceedings. There is also a civil case pending in O.S.No.38 of 2013 before the City Civil Court at Chennai. One thing is certain that the first MOU dated 12.01.2011 has been obtained in the Central Crime Branch Police Station, Egmore Chennai/1st respondent during investigation of Crime No.5 of 2011 which is an admitted fact. Subsequent documents such as Share Purchase Agreement, Escrow agreements and other documents have come into existence, which is chain of action. The entire case rests on non performance of MOU dated 12.01.2011 by the 1st petitioner which is obtained under duress.

29.Thereafter on 05.02.2011 the Share Purchase Agreement has been entered between defacto complainant and the 1st petitioner in which, the acknowledgement and apportioning of payments received and handing over the shares of the company and also about the MOU dated 12.01.2012 have been mentioned. Thereafter non-performance of MOU dated 12.01.2011 does not give any cause of action for criminality. The petitioners and the defacto complainant have given quitest to the civil and the criminal case in the Share Purchase Agreement and further they undertake to withdraw the cases against each other and there would be no other cases. It is also seen that the defacto complainant had withdrawn the earlier complaint dated 06.01.2011 vide its letter dated 13.01.2011. Admittedly, the MOU in this case came to be executed during the investigation in Crime No.5 of 2011 before the Central Crime Branch, Police Station, Egmore, Chennai/1st respondent.

30.Further the defacto complainant did not entrust any property to the petitioners. The property handed over is the company, for which payments were made following which shares have been transferred which facts are enlisted in the Share Purchase Agreement, which is not in dispute. Likewise the grievance of the defacto complainant is that the property in Nellore and Neelangarai have not been reclaimed from the bank by the 1st petitioner, which cannot be the reason for filing the criminal case. The other charge that the residential house property of the petitioners has been entrusted to Prathap Singh by way of ESCROW agreement. The said Escrow Agreement is non-est in law and the entire case is only violation of contractual obligations and not a criminal case.

31.As per the Blacks Law Dictionary, the Escrow Agreement is defined as "The Escrow Agreement is a legal document or property delivered by a promisor to a third party to he held by the third party for a given amount of time or until the occurrence of the condition at which time the third party is to handover the document or property to the promisee." In this case the promisor is the 2nd petitioner/A2 and the promisee is the 1st petitioner/A1 and the Escrow agent is not a third party, since he is a nominee Director of the company. Further, as per the Escrow agreement the third party is to handover the document or property to the promisee in this case i.e., to the 1st petitioner. Admittedly the defacto complainant is not the third party in the Escrow Agreement. The Escrow Agreement usually involves an independent third party called as Escrow agent, who holds the assets until the specified condition of the contract are met. In this case the Escrow agent is not an independent third party. The Escrow agreement is not binding on the defacto complainant since he is not a party to the Escrow agreement and there is no privity of contract between the petitioners and the defacto complainant. Thus looking at any angle the Escrow Agreement is non est in law. Hence, the entire case of the prosecution is based on the Escrow Agreement. In view of the above no case could be proceeded against the petitioners.

32.As held by the Hon'ble Apex Court in various cases, the case of breach of trust, may be both a civil wrong and a criminal offence but in this case it is dominantly a civil wrong. But on the facts of the above case it is only a civil wrong. On the factual matrix of the case it is found that the Court cannot be utilized for any oblique purpose and no useful purpose is likely to be served by allowing a criminal prosecution to continue. Admittedly the transaction between the petitioners and the defacto complainant is only a commercial transaction or a contractual dispute and it is seen that in this matter the dispute is essentially civil in nature which has been given a cloak of criminal offence.

33.Mere breach of contract cannot give rise to criminal prosecution, likewise for cheating unless fraudulent or dishonest intention is shown right at the beginning of the transaction. Therefore it is the intention which is the gist of the offence. It is necessary to show that he had fraudulent or dishonest intention at the time of making the promise. For mere failure to keep up promise subsequently such a culpable intention right at the beginning when the promise cannot be presumed.

34.The ingredients of intentional deception on the part of the accused right at the beginning of the negotiations for the transaction has neither been expressly stated nor indirectly suggested. All that it is alleged against the petitioners had created an equitable mortgage subsequent to MOU and Escrow Agreement, which was not disclosed by the petitioners to the 2nd respondent. Therefore, the core postulate of dishonest intention in order to deceive the 2nd respondent is not made out even accepting the averments in the charge sheet. The MOU in question has been obtained in police station. Further under Section 48 of the Transfer of Property Act subsequent creation of any right will not be binding and it is subject to right previously created.

35.This Court would not loose sight of the totality of the circumstances surrounding the case and would not hesitate to come forward to afford relief when it is of the view that one is being falsely proceeded against. The Hon'ble Supreme Court in the case of State of Haryana and others Versus Bhajal Lal and others reported in 1992 Supp (1) SCC 335, has by way of illustration indicated that where a criminal proceedings is manifestly attended with mala fides and/or where the proceedings is maliciously instituted with an ulterior motive for wreaking vengeance on the accused and with a view to spite him due to private and personal grudge, the proceedings could be quashed.

36.This Court is of the considered view that the matter in issue between the parties is purely civil in nature and resort to criminal proceedings is mala fide. The primary document to the dispute has been obtained in the Central Crime Branch, Egmore, Chennai/1st respondent. In such circumstances continuing the proceedings against the petitioners would be an abuse of process of Court. Hence the proceedings in C.C.No.7185 of 2017 on the file of the Special Metropolitan Magistrate for CCB Cases and CBCID Cases, Egmore is quashed. Accordingly, this Criminal Original Petition is Allowed. Consequently, the connected miscellaneous petition is closed.

vv2

Sd/-
Assistant Registrar(CS VI)

//True Copy//

Sub Assistant Registrar

To

1.The Special Metropolitan Magistrate
for CCB Cases and CBCID Cases,
Allikulam Complex, Egmore, Chennai.

2.The Inspector of Police,
CCB, Team III,
Egmore, Chennai.

3.The Public Prosecutor,
High Court, Madras.

+2cc to M/s.S.Nishanthi, Advocate, SR.No.78664

+5CCs to Mr.S.M.Nandhi Dehvan, Advocate, SR.No.78674
(dated: 25/10/2019)

Crl.O.P.No.15780 of 2014

Kak(17/10/2019)
Kak(08/11/2019)