



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 15.03.2019

CORAM:

THE HONOURABLE MR. JUSTICE P.N. PRAKASH

Crl.O.P. (MD) No.4774 of 2014

and

M.P. (MD) Nos.1 & 2 of 2014

Ramachandran

... Petitioner / 6th Accused

vs.

1.The State, Rep.by
Sub Inspector of Police
Central Crime Branch
Madurai City, Madurai
(Cr.No.33/2013)

... 1st Respondent / Complainant

2.S.Boopathy ... 2nd Respondent / *De facto* Complainant

PRAYER: Petition is filed under Section 482 Cr.P.C., to call for the records relating to the case in C.C.No.254 of 2013 on the file of the Learned Judicial Magistrate No.I, Madurai, quash the same as against the petitioner.

For Petitioner : Mr.R.Brijesh Kishore

For Respondents : Mr.S.Chandrasekar

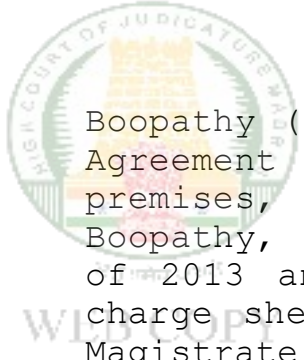
Additional Public Prosecutor for R1

Mr.A.Jainul Abudheen

for Mr.C.M.Arumugam for R2

O R D E R

The property in question is Shop No.10, West Tower Entrance, Madurai Town, measuring 34 Feet X 15 Feet and it belongs to Madurai Adheenam. Madurai Adheenam had leased the shop to Swami Ayya @ Swaminathan (A2), who was running two businesses in that shop premises by selling Sports Items in one portion and Pan Items in another portion. As Swaminathan (A2) was growing old, he decided to partition his businesses among his two sons, namely, Sundar (A1) and Boopathy (*de facto* complainant). Swaminathan (A2) entered into a Family Arrangement dated 06.09.2003 between his family members, under which, the Sports Unit was given to Boopathy (*de facto* complainant) and the Pan Unit was given to Sundar (A1). While that being so, it is alleged that, without the knowledge of

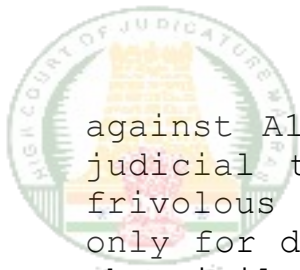


Boopathy (*de facto* complainant), Sundar (A1) entered into a Lease Agreement with Madurai Adheenam in respect of the whole shop premises, on 01.07.2011. Therefore, on the complaint given by Boopathy, the respondent Police registered a case in Crime No.33 of 2013 and after completing the investigation, have filed the charge sheet in C.C.No.254 of 2013, before the learned Judicial Magistrate No.I, Madurai, for the offences punishable under Sections 120(B), 420, 468 & 471 I.P.C., against six accused, of which, A1 to A4 are the parents, brother and brother's wife of the *de facto* complainant and A5 and A6 are the employees of Madurai Adheenam. Seeking to quash the charge sheet, Ramachandran (A6) is before this Court.

2. Heard Mr.R.Brijesh Kishore, learned counsel for the petitioner / A6, Mr.S.Chandrasekar, learned Additional Public Prosecutor for the first respondent Police and Mr.A.Jainul Abudheen, learned counsel for the second respondent / *de facto* complainant.

3. This Court carefully perused the charge sheet and the accompanying statements. The sum and substance of the allegations made in the charge sheet is that all the accused had conspired among themselves and entered into a Lease Agreement with Madurai Adheenam, under which, the entire Shop No.10 was leased out to Sundar (A1) by suppressing their family arrangement effected on 06.09.2003. This Court is unable to understand as to how this will be a criminal offence. The property in question belongs to Madurai Adheenam and it is for Madurai Adheenam to give it on rent to any person. Madurai Adheenam is not bound by the family arrangement effected between the family members of the tenant. It is alleged that the family arrangement between Swaminathan (A2) and his family members was effected in the year 2003, but, the Lease Agreement between Sundar (A1) and Madurai Adheenam was entered into in the year 2011, under which, Boopathy (*de facto* complainant) appears to have been excluded from the tenancy. It is always open to Boopathy (*de facto* complainant) to approach Madurai Adheenam and have the Lease Agreement, dated 01.07.2011, cancelled or modified to the effect that two separate agreements are entered for the Sports Unit and Pan Unit. If however A1 to A6 attempt to dispossess Boopathy (*de facto* complainant) from the shop premises, he can approach the Police for taking appropriate action against them. If Boopathy (*de facto* complainant) is in the possession of the Shop, he cannot be evicted illegally, based on the Lease Agreement entered into between Madurai Adheenam and Sundar (A1) and he can be evicted only in the manner known to law.

4. This Court is of the view that the entire prosecution in C.C.No.254 of 2013, on the file of the learned Judicial Magistrate No.I, Madurai, is an abuse of process of law and the same is hereby quashed not only as against the petitioner / A6, but also



against A1 to A5, who are not before this Court as the precious judicial time of the Magistrate should not be wasted for such frivolous litigations. The observations made in this order are only for deciding the quash application and it shall not prejudice the civil rights of the parties, if any.

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5. In the result, the criminal original petition is allowed. Consequently, connected miscellaneous petitions are closed.

Sd/-

Assistant Registrar (CRL.SIDE)

// True Copy //

Sub Assistant Registrar (CS)

To

1.The Judicial Magistrate No.I,
Madurai.

2.The Sub Inspector of Police,
Central Crime Branch,
Madurai City, Madurai.

2.The Additional Public Prosecutor,
Madurai Bench of Madras High Court,
Madurai.

+1 CC to M/s.B.BRIJESH KISHORE, Advocate (SR-54825[F] dated
19/03/2019)

+1 CC to M/s.C.M.ARUMUGAM, Advocate(SR-55166[F] dated
19/03/2019)

KRK

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