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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 07.01.2022

C O R A M

THE HONOURABLE MR.JUSTICE N. SATHISH KUMAR

Crl. O.P. No. 11631 of 2018
and Crl.M.P.No. 6071 of 2018

1.T.Loganathan
2.S.Arunkumar

...Petitioners

Versus

1. State Rep. By The Inspector Of Police,
Thiruppur North Police Station,
Thiruppur District.
Cr.No.279 of 2018

2. Muthurathinam

...Respondents

PRAYER : Criminal Original Petition filed under Section 482 of Criminal Procedure Code, to call for the records with respect of Crime No.279 of 2018 pending on the file of 1st respondent and quash the same.

For Petitioners : Ms.N.Premalatha
for Mr.R.Nalliyappan

For Respondent : Mr. R.Kishore Kumar
Government Advocate (Criminal Side)

O R D E R

This Petition has been filed to quash the FIR in Cr.No.279 of 2018 pending on the file of the 1st Respondent Police.

2. The crux of the allegation in the FIR shows that the de facto complainant has availed a loan of 15 lakhs by executing Hire Purchase Agreement with Kanagadurga Finance. The monthly instalment payable is Rs.80,870/-. However, on 08.03.2018, at about 4:00 PM, four people claimed to be coming from Kanagadurga Finance came to purchase the vehicle and they used the credit card to purchase the vehicle for Rs.25,50,000 and paid Rs.50,000/- as advance. However, in order to test the vehicle,



they took the vehicle for test drive. Thereafter, they have taken away the vehicle along with Rs.20,000/- which was kept in the car along with the ATM Cards. Hence, the complaint has been lodged. The FIR has been filed under section 392 I.P.C.

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3. The learned counsel appearing for the petitioners submitted that the application is nothing but an abuse process of law and motivated at the expense of the Finance Company. The arbitration proceedings were already initiated. The arbitrator has passed an interim order on 5th day of March 2018, to seize the vehicle which was subject matter of the Hire Purchase Agreement.

4. Pursuant to the order letters are also sent to the de facto complainant as has not handed over the car. With the help of the police, the car was ceased pursuant to the orders of the arbitrator. Only thereafter, this FIR has been filed as if there was a robbery committed by the accused hence this FIR is nothing but abuse of process of law.

5. Heard the Learned Government advocate(Criminal Side).

6. It is the fact that the car which was said to have been taken by the accused for the subject matter of the Hire Purchase Agreement is not in dispute. Similarly, the receipt of the loan of Rs. 15 lakhs from Kanagadurga Finance is also not in dispute. The papers placed before me, particularly, orders passed on 05.03.2018, by the Arbitrator appointed in this regard indicated that the interim order passed to seize and reprocess the vehicle as per the Higher Purchase Agreement. only on pursuant to the order, the vehicle was reprocessed, only thereafter, on 09.03.2018 the first information has been filed as if the occurrence took place on 08.03.2018. These facts clearly indicates that this FIR is off suit of the seizure of the vehicle pursuant to the orders passed by the arbitrator is nothing but abuse of the process of law. Accordingly the same is liable to be quashed.

7. In view of the same, the Criminal Original Petition is Ordered. FIR in Cr.NO.279 of 2018 on the file of the 1st Respondent Police is quashed. Consequently connected Miscellaneous Petition is closed.

Sd/-

Assistant Registrar(CS V)

//True Copy//

Sub Assistant Registrar

psa/asr



To

1. The Inspector Of Police,
Thiruppur North Police Station,
Thiruppur District.

2. The Public Prosecutor,
High Court, Madras.

+1 cc to Mr.R.Nalliyappan, Advocate Sr.NO. 2560

Crl. O.P. No. 11631 of 2018
and Crl.M.P.No. 5509 of 2018

PCH(CO)
A.SK(09.02.2022)