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CRL.O.P.No.18673 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 14.11.2022

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THE HONOURABLE **DR.JUSTICE G.JAYACHANDRAN**

CRL.O.P.No.18673 of 2019

and

CrI.M.P.No.9498 of 2019

Prem Raja ... Petitioner / Accused

Vs.

1.The Inspector of Police,
Aynavaram Police Station, E2,
Chennai. ... 1st Respondent / Complainant

2.Rajkumar ... 2nd Respondent/ Defacto-complainant

PRAYER: This Criminal Original Petition is filed under Section 482 of Cr.P.C., praying to call for the records in connection with Crime No.400 of 2018 on the file of Inspector of Police, Aynavaram Police Station, K2, Chennai and quash the same.

For Petitioner : M/s.Chandrakumar

For Respondents : Mr.N.S.Suganthan [for R1]

Mr.M.Karikalan [for R2]

ORDER



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The petition to quash the complaint registered by the first respondent

Police in Crime No.400 of 2018 is taken up for consideration on hearing the submissions made by the counsel for the petitioner/ accused and the learned counsel appearing for the second respondent / defacto complainant. As per the First Information Report which came to be registered by the first respondent on the direction given by this Court in Crl.OP.No.15269 of 2018 dated 12.06.2018, the defacto complainant entered into an agreement with the petitioner/ accused captioned as facilitation agreement. The said agreement is dated 19.09.2014. The resultant of this agreement indicates that the accused/ petitioner who is the Managing Director of Prashanth Properties Private Limited which was a Shopping Mall at No.7, Venkata Subba Reddiar Road, Pondicherry-605 001 has approached the defacto complainant to arrange for a good tenant and supposed if he could arrange Reliance Industries as his tenant, he will pay a sum of Rs.17,31,500/- being the rent for fifty (50) days as consultation fee for identifying, facilitating and mediating the lease between the petitioner and M/s.Reliance Industries Limited. It is alleged that as per the terms of the agreement, the complainant finalised the agreement of lease between Reliance Industries and the



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accused. However, the accused failed in his promise. Whenever he was approached to pay the facilitation charges as agreed, he assured the complainant that he will pay the money soon after he gets back the security withheld by Reliance Industries. In the year 2018, Reliance Industries vacated the premises and returned the security money. However, the petitioner with dishonest intention delayed the payment of facilitating charge as agreed. He went to Pondicherry and directly requested him after all his efforts through mail and post failed, then the petitioner/ accused threatened him with dire consequences and told him that if he again enters into Pondicherry, he will not return back alive.

2. This complaint has been taken on file by the respondent Police pursuant to the direction given by this Court and the said direction was passed without affording an opportunity to the accused. Having come to know about the registration of FIR in Crime No.400 of 2018, the accused has come before this Court to quash the FIR.

3. This Court on being *prima facie* satisfied, granted stay of all further



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proceedings vide order dated 04.07.2019. However, the learned Government Advocate (Crl. Side) appearing for the respondent submits that in view of the subsequent direction passed by this Court in Crl.OP.No.22022 of 2018, the Investigation Officer filed a final report before the V Magistrate, Egmore, on 01.06.2019 and the same was taken on file in C.C.No.4373 of 2019. Later, on receipt of the stay order by this Court dated 04.07.2019, there is no further proceedings.

4. A reading of the complaint on the face of it reveals that there is a breach of contract dated 19.09.2014 which is redressable through Civil forum even according to the terms of the agreement. That apart, the other allegation is that the petitioner/ accused had threatened the defacto complainant at Pondicherry when he went to Pondicherry to collect the money. Even if the said allegation is true, Aynavaram Police Station at Chennai, does not have the territorial jurisdiction for the respondent police to investigate this matter. Therefore, without any roots to sustain this complaint, the same has been registered since this Court has directed the Investigating Officer to file the final report in the Original Petitions filed



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under Section 482 of Cr.P.C. In both the Original Petitions filed by the defacto complainant, first one to register the case and second one to file final report, conveniently, he has not arrayed the accused/ petitioner as a party respondent and deliberately obtained ex-parte directions behind his back which itself shows the malice to lodge a criminal complaint with a police who does not have competent jurisdiction, only to harass the accused/ petitioner. Since, the complaint is purely borne out of malice, same is not sustainable. Hence quashed. Since, the final report has also been filed, the complaint filed with malice followed by the final report without jurisdiction is also liable to be quashed.

5. In the result, the FIR in Crime No.400 of 2018 on the file of Inspector of Police, Aynavaram Police Station, K2, Chennai, is quashed and the Criminal Original Petition is allowed. Consequently, the connected miscellaneous petition is closed.

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Index:Yes/No
Speaking Order : Yes / No
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DR.G. JAYACHANDRAN, J.

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To:

- 1.The Inspector of Police,
Aynavaram Police Station, E2,
Chennai.
- 2.The Public Prosecutor,
High Court, Madras.

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