



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 16.02.2022

CORAM:

WEB COPY

THE HONOURABLE MR.JUSTICE **G.K.ILANTHIRAIYAN**
Crl.R.C. (MD)No.62 of 2022

P.Shanmuga Ananth

... Revision Petitioner/
Complainant

Vs.

1.S.Palanisankar

2.Swamy

... Respondents/
Proposed Accused

Prayer : This Criminal Revision has been filed under Section 397 r/w 401 of Criminal Procedure Code, to call for the records and to set aside the order passed in Cr.M.P.No.4804 of 2021 dated 10.11.2021 by the learned Judicial Magistrate No.IV, Tuticorin, Tuticorin District.

For Petitioner : Mr.S.Muthumalai Raja
For Respondents : Mr.N.Pragalathan

O R D E R

This Criminal Revision Petition has been filed to set aside the order passed in Cr.M.P.No.4804 of 2021 dated 10.11.2021 by the learned Judicial Magistrate No.IV, Tuticorin, Tuticorin District.

2. The learned counsel appearing for the petitioner states that the petitioner's wife, Senbahalakshmi, is the proprietor of Venkateshwara Transport. The petitioner is the Manager of the said Venkateshwara transport. The said concern is engaged in the business of arranging Lorries for lease to companies from lorry owners. The first proposed accused is the owner of the Lalitha Transport. He is a close friend of the petitioner. The first proposed accused had requested the petitioner to arrange for suitable lorries for lease, which the first proposed accused owns. Hence the petitioner had informed the first proposed accused that a company viz Shreyas Relay System Ltd., requires lorries for lease and he had informed him about the terms and conditions. On 17.05.2018 an agreement between the petitioner and the first proposed accused was entered into and the lorries were leased out to the said Shreyas Relay Systems Ltd. The first proposed accused had been transferring the amount, which was received by him from the said company to the petitioner's company. Later, the petitioner had



been transferring the amount which was received by him from company to the petitioner's company. Later the petitioner had been transferring the lease money as per their agreement dated 17.05.2018 at the rate of Rs.200/- (Rupees Two Hundred only) per container till 25.09.2019. The first proposed accused is liable to pay the petitioner an amount of Rs.9,53,699/- (Rupees Nine Lakhs Fifty Three Thousand Six Hundred and Ninety Nine only) towards maintenance expenses. In the meantime, the first proposed accused had informed the petitioner that Shreyas Relay Systems Ltd was not regular in payment of the lease amount. However on enquiry the petitioner found that Shreyas Relay Systems had paid Rs.34,90,610/- (Rupees Thirty Four Lakhs Ninety Thousand Six Hundred and Ten only) to the first proposed accused and hence the first proposed accused had cheated the petitioner.

3. On perusal of the entire allegation is that the money transaction between the petitioner and the respondents with regards to their business. Therefore, the entire allegations are civil in nature. The learned Judicial Magistrate No.IV, Tuticorin, Tuticorin District, rightly dismissed the petition and this Court finds no reason to interfere with the order passed by the Court below. Accordingly, this petition is dismissed. However, giving liberty to the petitioner to approach the civil Court to get appropriate relief as against the respondents in the manner known to law if so advised.

Sd/-

Assistant Registrar (CS II)

// True Copy //

/ /2022

Sub Assistant Registrar(CS)

mga

To:-

1.The Judicial Magistrate No.IV,
Tuticorin,
Tuticorin District.

+1 CC to M/s.N.PRAGALATHAN, Advocate (SR-6979[F] dated 18/02/2022)

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16.02.2022

MGJ(15.03.2022) 2P 3C