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Crl.O.P.No.22710 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :06.11.2023

CORAM

THE HONOURABLE DR.JUSTICE G.JAYACHANDRAN

Crl.O.P.No.22710 of 2023

and

Crl.M.P.No.15872 of 2023

1.M/s.Merck Automobile Pvt.Ltd.,
Rep by its Managing Director,
Mr.V.Sudhakaran,
Office at 123, Ambattur Industrial Estate Road,
Sai Nagar, Ambattur,
Chennai-600 058.

2.Mr.V.Sudhakaran

... Petitioners

Vs.

M/s.Vignesh & Co,
Represented by its Partner,
J.Babu,
Office at No.245,
VGP Nagar,
Mogappair West,
Chennai-600 037.

... Respondent

Prayer: Criminal Original Petition is filed under Section 482 of Criminal Procedure Code, pleased to call for the records in S.T.C.No.187 of 2020, pending on the file of the Fast Track Court (Magisterial Level), Ambattur.

For Petitioners : Mr.N.Sudharsan



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ORDER

The petitioner is an accused in a private complaint taken on file by the Fast Track Court (Magisterial Level), Ambattur in S.T.C.No.187 of 2020.

2. The prime contention raised by the petitioner herein to quash the private complaint is that the subject cheque admittedly was given only as security for the value of the car entrusted to them and therefore, it cannot be construed as cheque given for discharge of enforceable liability.

3. The learned counsel appearing for the petitioners reading the portion of the statutory notice submitted that the notice of the complainant clearly admits that the cheque was given as security for the value of the cars.

4. This Court beside reading this portion in the notice read by the learned counsel for the petitioner, also gone through the narration in the statutory notice how and for what the cheque under consideration was given to the petitioner herein. In the statutory notice, the complainant has stated



that he has entrusted 7 cars to the petitioners on a specific terms and conditions as per the memorandum of understanding. He has also entrusted RC book and T.O.form of them. The petitioners claiming to be the dealers of the second hand cars had collected Rs.4,00,000/- from the defacto complainant towards handling charges and repair charges. They have given four cheques for total value of Rs.81,77,000/- towards part payment for 7 cars entrusted with them as security.

5. Taking advantage of the expressions, views in the notice, the cheque was entrusted as security, the petitioners want to quash the complaint. However, the entire narration of the transaction clearly indicates that out of seven cars, four cars already been sold as per memorandum of understanding dated 16.03.2019 and the cheques are towards the sale consideration. Even otherwise the said expressions in the notice per se cannot be the ground to quash the complaint when the issuance of the cheque admitted by the petitioner herein and the transaction as narrated in the complaint also not disputed.



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Dr.G.JAYACHANDRAN, J.

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5. Being the question of fact, criminal complaint cannot be quashed without trial. Hence, this Criminal Original Petition is dismissed. Consequently, the connected Criminal Miscellaneous Petition is also dismissed.

06.11.2023

Index : Yes/No

Neutral Citation : Yes/No

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To

The Fast Track Court (Magisterial Level), Ambattur.

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