



Crl.O.P.No.18813 of 2017

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05.10.2023

CORAM:

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

Crl.O.P.No.18813 of 2017
and Crl.M.P.Nos.11459 & 11470 of 2017

R.Baba Shankar

...Petitioner

-Vs-

1. The State represented by
The Sub Inspector of Police,
District Crime Branch,
Kanchipuram.
2. C.Lingesan
(R2 impleased as per the
order of this Court dated
30.10.2017 made in Crl.M.P.
No.13218 of 2017 in
Crl.O.P.No.18813 of 2017)
3. M.Dhanasekar
4. V.Veerassamy
5. K.RaviKumar
6. Babu
7. R.Rajendran
8. Ganesan
(R3 to R5 impleased as per the
order of this Court dated
10.08.2022 in Crl.M.P.Nos.
13940, 13942 & 13943 of 2021
in Crl.O.P.No.18813 of 2017 and
R6 to R8 are SuoMotu impleaded as



Crl.O.P.No.18813 of 2017

as per the order dated 10.08.2022
in Crl.O.Ps.1813 of 2017)

... Respondents

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PRAYER : Criminal Original Petition filed under Section 482 of Cr.P.C., to call for the records relating to the proceedings in C.C.No.196 of 2015 on the file of the learned Judicial Magistrate-II, Chengalpattu and quash the same insofar as the petitioner's concerned.

For Petitioner : Mr.R.Bharath Kumar

For Respondents

For R1 : Mr.A.Gopinath
Government Advocate (Crl.Side)

For R2 to R6 : Mr.P.Raja

ORDER

This Criminal Original Petition has been filed to quash the proceedings in C.C.No.196 of 2015 on the file of the learned Judicial Magistrate-II, Chengalpattu, thereby taken cognizance for the offence under Section 420 r/w. 34 of IPC as against the petitioner.

2. The case of the prosecution is that the second respondent lodged complaint alleging that his mother owned property ad measuring 0.39 acres comprised in SF No.41/4. In the month of January, 2005, the accused 1 to 4 and the manager of the fourth accused had approached to purchase the said land owned by his mother in order to forming a layout



Crl.O.P.No.18813 of 2017

by named Classic Farms (Chennai) Limited. The second respondent agreed to convey the land at the rate of Rs.10,000/- per cent and complete the sale before June, 2006. The manager of the fourth accused insisted that to procure money from the company sale agreement has to be executed. He further sated that without the original titled deed his Managing Director viz., the fourth accused will not get the sale deed.

3. Thereafter, during the month of March, 2005, they obtained signature from the second respondent's mother as if it was sale agreement at their office at Guduvancheri. The second respondent handed over the original title deed of his mother and received Rs.10,000/- as advance. Subsequently, no one turned up for getting the sale deed. In the month of January, 2006, the second respondent approached the first accused for sale in respect of the property owned by his mother. He was informed that the fourth accused company was still unable to procure the money and therefore offered to purchase the land at the rate of Rs.5,000/- per cent. Therefore, the second respondent approached the first accused and demanded to return the original title deed. However, it was not returned and informed that he handed over the same to the fourth accused.



Crl.O.P.No.18813 of 2017

4. When the second respondent approached the accused persons, they also promised to register the sale deed by paying remaining amount. When he approached the fourth accused, he directed to contact his son one Rajesh. However, his son did not entertain the second respondent and threatened him besides informed him that sale was already completed. Therefore, the second respondent verified the revenue records and obtained encumbrance certificate and found that his power agent viz., the third accused had executed the sale deed dated 20.01.2006 in favour of one Babu and thereafter the said Babu conveyed the said property in favour of Classic Farms Chennai Limited on 07.02.2006. The accused persons obtained signature from the second respondent stating that it was for the purpose of sale agreement. But they obtained power of attorney from the second respondent and thereby all the accused persons cheated him to the tune of Rs.1,50,00,000/-

5. On receipt of the said complaint, the first respondent registered an FIR in Crime No.30 of 2014 for the offence under Section 420 r/w 34 of IPC. After completion of enquiry, the first respondent filed final report and the same has been taken cognizance in C.C.No.196 of 2015 on the file of the learned Judicial Magistrate-II, Chengalpattu as



Crl.O.P.No.18813 of 2017

against the petitioner and other accused persons. Hence, the petitioner filed the present petition to quash the said proceedings.

6. The learned counsel appearing for the petitioner would submit that the petitioner is arrayed as fourth accused. As per the charge, A1 to A3 are the real estate brokers. They had approached various land owners in Chettipurniyam and Venkitapuram Villages of Chengalpattu District and they jointly and severally obtained powers of attorney from the land owners and promised to give accounts with regard to the monetary transactions. They had entered into Memorandum of Understanding with the petitioner and based on the same, they had executed the sale deed in favour of the petitioner. Therefore, with a common intention to cheat the land owners, they have failed to give accounts for the transactions to the land owners.

6.1. The above said charge has been laid as against the petitioner on the basis of the statement recorded from the witnesses. In fact, from their statement, no specific allegation as against the petitioner and on their statement itself, the charge sheet cannot be sustained as against the petitioner. The land owners specifically stated that A1 to A3 alone



Crl.O.P.No.18813 of 2017

approached them and they obtained power of attorney from them in favour of the several persons. None of them stated that they had met the petitioners before the execution of power of attorney and only on the petitioner's instigation they executed the power of attorney to sell their land. Their main grievance was that their respective power agents failed to give accounts as per the specific clause mentioned in the power of attorney. The petitioner is neither power agent nor approached the land owners to sell their land in his favour.

6.2. He further submitted that the second respondent's mother and her sisters had executed power of attorney on 23.03.2005 in favour of the third accused. In fact, the second respondent is not a party to the said power of attorney and he was not even stood as a witness. However, he lodged complaint alleging that instead of agreement for sale, they had executed power of attorney. Even according to him, A1 to A3 were only approached him and paid sum of Rs.10,000/- as an advance to purchase their land. They fixed the sale consideration at the rate of Rs.10,000/- per cent. Thereafter, the second respondent has no locus to lodge complaint, if at all no sale consideration was paid to his mother and her sister. No prudent man keep silent for these long years without taking any action.



Crl.O.P.No.18813 of 2017

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6.3. The petitioner has been implicated as accused only under Section 34 of IPC. In order to prove the common intention, the prosecution failed to produce any piece of evidence. Even according to the second respondent and other land owners, the petitioner never approached them for purchase of their lands. Only on the memorandum of understanding, there is a clause to submit account to the original land owners. That clause is pertaining to A1 to A3 and no way connected to the petitioner. Even assuming that any clause of memorandum of understanding is violated by the parties concerned and any breach of contract, the remedy is to file a suit and not to register any criminal case.

6.4. That apart, the petitioner is not a power agent of the any of the land owners and as such there is no privity of contract between the land owners and the petitioner herein. In fact, the sale deeds also were not executed in favour of the petitioner. The said complaint was also lodged after the period of nine years from the date of the sale deed. He further submitted that Classic Farms Chennai Limited had entered into a Memorandum of Understanding dated 05.09.2005 with A1 to A3. They proclaimed that they are having land banks of around 470 acres. They



Crl.O.P.No.18813 of 2017

also informed that they obtained power of attorney, agreements and also ownership over the lands situated in Venkitapuram and Chettipunniyam village of Chengalpattu District. They also promised to sell the lands at the rate of Rs.10,00,000/- per acre. Believing the said representation, the petitioner's company paid advance of Rs. 1,00,00,000/- by cheques in favour of A1 to A3. Therefore, the company is no way in the picture when the accused 1 to 3 have obtained powers of attorney, agreements and sale deed from the respective land owners.

6.5. The petitioner is being the Managing Director of the company, he is no way responsible for the alleged conduct of A1 to A3. In fact, while purchasing the lands, A1 to A3 also produced no due certificate and full and final settlement papers from the respective land owners. Therefore, no allegations as against the petitioner to attract the offence under Section 420 r/w 34 of IPC. In support of his contention, he relied upon the judgment of the Hon'ble Supreme Court of India reported in **AIR 1963 SC 1413** in the case of **Krishna Govind Patil v. State of Maharashtra**, which held as follows :-

“It is well settled that common intention within the meaning of the Section 34 of IPC implied a pre-



arranged plan and the criminal act was done pursuant to the prearranged plan. The said plan may also develop on the spot during the course of the commission of the offence; but the crucial circumstance is that the said plan must precede the act constituting the offence. If that be so, before a court can convict a person under s. 302, read with s. 34 of the Indian Penal Code, it should come to a definite conclusion that the said person, had a prior concert with one or more other persons, named or unnamed, for committing the said offence.”

6.6. In another judgment reported in ***AIR 2020 SC 1150*** in the case of ***Chhota Ahirwar vs. State of Madhya Pradesh***, the Hon'ble Supreme Court of India held as follows:-

“24. Section 34 is only attracted when a specific criminal act is done by several persons in furtherance of the common intention of all, in which case all the offenders are liable for that criminal act in the same manner as the principal offender as if the act were done by all the offenders. This Section does not whittle down the liability of the principal offender committing the principal act but additionally makes all other offenders liable..... There must be a common intention



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Crl.O.P.No.18813 of 2017

to commit the particular offence. To constitute common intention, it is absolutely necessary that the intention of each one of the accused should be known to the rest of the accused.....

25..... *Section 34 of the Indian Penal Code, is really intended to meet a case in which it is difficult to distinguish between the acts of individual members of a party and prove exactly what part was played by each of them.*

26.....

27. *Common intention implies acting in concert. Existence of a prearranged plan has to be proved either from the conduct of the accused, or from circumstances or from any incriminating facts. It is not enough to have the same intention independently of each other.”*

Thus it is clear that it is mandatory to invoke the provision under Section 34 of IPC, there must be a pre-arranged plan and the criminal act was done pursuant to the pre-arranged plan. The said plan must precede the act constituting the offence.

6.7. He also relied upon the judgment of the Hon'ble Supreme Court of India reported in ***AIR 1958 SC 672*** in the case of ***B. N. Srikantiah v. State of Mysore***, which held that Section 34 of IPC, is only



Crl.O.P.No.18813 of 2017

a rule of evidence and does not create a substantive offence. Therefore, once Section 34 of IPC goes, invoking of Section 420 of IPC for cheating is not possible. Hence, the ingredients of cheating, dishonesty, delivery of property are not attracted in this case.

6.8. Insofar as the offence under Section 420 of IPC is concerned, the learned counsel appearing for the petitioner relied upon the judgment reported in ***AIR 1973 SC 326*** in the case of ***State of Kerala v. A. Prasad Pillai & anr***, which held as follows :-

“16.....To hold a person guilty of the offence of cheating. it has to be shown that his intention was dishonest at the time of making the promise. Such a dishonest intention cannot be inferred from the mere fact that he could not subsequently fulfil the promise.”

6.9. He also relied upon the upon the judgment reported in ***AIR 2015 SC(supp) 2402*** in the case of ***International Advance Research Centre for Powder Metallurgy and New Materials (ARCI) and Ors. Vs. Nimra Cerglass TEchnics (P) Ltd. and Anr***, which held as follows :-



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Crl.O.P.No.18813 of 2017

“14. Distinction between mere breach of contract and the cheating would depend upon the intention of the accused at the time of alleged inducement. If it is established that the intention of the accused was dishonest at the very time when he made a promise and entered into a transaction with the complainant to part with his property or money, then the liability is criminal and the accused is guilty of the offence of cheating. On the other hand, if all that is established that a representation made by the accused has subsequently not been kept, criminal liability cannot be foisted on the accused and the only right which the complainant acquires is the remedy for breach of contract in a civil court. Mere breach of contract cannot give rise to criminal prosecution for cheating unless fraudulent or dishonest intention is shown at the beginning of the transaction.”

6.10. He relied upon yet another judgment reported in **AIR 2019 SC 296** in the case of **Vinod Natesan vs The State Of Kerala**, in which the Hon'ble Supreme Court of India held that the accused allegedly terminated contract entered into between him and the complainant regarding marketing of complainant's products without paying amount due and payable by him under Contract. Criminality on part of the



Crl.O.P.No.18813 of 2017

accused satisfying ingredients of Sections 420, 406 of IPC, no established. Dispute between the parties is civil in nature. Therefore, the petitioner is nothing to do with the transaction between the land owners and A1 to A3. Hence, he prayed to quash the present proceedings insofar as the petitioner is concerned.

7. Heard the learned counsel appearing on either side and perused the material placed before this Court.

8. There are totally four accused in which the petitioner is arrayed as fourth accused. The second respondent and other impleaded respondents are the land owners. The second respondent lodged complaint on behalf of his mother who owned a part of the subject property. A1 to A3 approached the land owners to purchase their respective land. They also agreed to purchase their lands at the rate of Rs.10,000/- per cent. A1 to A3 represented that they are doing real estate business and they intended to develop the land situated at Chettipurniyam and Venkitapuram Village, Chengalpattu District.

9. Believing the said representation, all the land owners had



Crl.O.P.No.18813 of 2017

signed in the blank stamp papers on receipt of very merge amount as advance. The manager of the petitioner by named Thanasekar represented that they need entire scale of land and if the entire scale is not available, they were not inclined to purchase the said lands. Therefore, in order to hold the lands, they had obtained the agreement of sale from the land owners and also arranged the funds. Believing the said words, the land owners had signed in the blank stamp papers. Subsequently, it was registered as power of attorney in favour of A1 to A3, instead of sale agreement. Thereafter, they never turned up for registering the sale deeds. They also failed to pay any sale consideration. Later, the land owners came to understand that A1 to A3 had executed sale deed in favour of the petitioner's company by various sale deed.

10. On perusal of sale deed revealed that the company represented by the petitioner herein as Managing Director. His Manager directly approached the land owners and made them believe to sing in the blank stamp papers and blank white papers. On verification, it is also found that under the guise of obtained signature, the accused persons executed power of attorney in favour of the accused 1 to 3. They had executed sale deed in favour of variou persons and thereafter they had



Crl.O.P.No.18813 of 2017

executed sale deed in favour of the company represented by its Managing Director viz., the petitioner herein. Thereafter, the petitioner executed sale deed in favour of his sister concerned viz., Dhanalakshmi Housing Private Limited. It is also owned by his son, daughter-in-law and two other relatives.

11. Therefore, the petitioner had intentionally executed the sale deed in respect of the subject property in favour of the sister concerned only with an intention to cheat the land owners. All the accused person cleverly utilizing the illiteracy of the land owners, they had cheated them, by obtained signature under the guise of agreement for sale. After obtaining signature, they had executed power of attorney in their favour as if they had executed the power of attorney. They were also paid very merge amount at the time of obtaining signature as advance.

12. The following table will show the details of the land owners, extention of the land, survey number, power of attorney and sale deed as follows :-



Crl.O.P.No.18813 of 2017

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மாண்புமிகு குற்றவியல் துறை எண்.30/2017.
பி.என். 120, பதிவு 34 இலாகா

S.No	Property owner	Village & S.No & Extent	Power Use of Name & DOC with SRO	Sale deed DOC & SRO	Amount
1.	சென்னை, புகழ் அம்மாச்சாமி (யாழ்ப்பாணம்) 1) சென்னை, என். சீவசுந்தரி 2) சென்னை, என். சந்திரா	செ.புறத்தெருவில் எண். 47/4 - 0.70 Acre	செ.புறத்தெருவில் (செ.புறத்தெருவில்) செ.புறத்தெருவில் எண். 47/4, 115, செ.புறத்தெருவில் SRO 23.05.2015	செ.புறத்தெருவில் Sale deed DOC.No.446/2016 செ.புறத்தெருவில் SRO 23.01.2016	செ.புறத்தெருவில் Sale deed DOC.No.112/2016 செ.புறத்தெருவில் SRO 07.02.2016 செ.புறத்தெருவில் Amount Rs.6,00,000/- (Total land 920 Cents)
2.	சென்னை	செ.புறத்தெருவில் எண். 47/4 - 1.05, 24 - 0.17, 7 - 0.21, 92 - 0.22, 101 - 0.25 செ.புறத்தெருவில் 2.10 Acre	செ.புறத்தெருவில் (செ.புறத்தெருவில்) செ.புறத்தெருவில் எண். 47/4, 115, செ.புறத்தெருவில் SRO 23.05.2015	செ.புறத்தெருவில் Sale deed DOC.No.194/2016 செ.புறத்தெருவில் SRO 23.01.2016	செ.புறத்தெருவில் Sale deed DOC.No.112/2016 செ.புறத்தெருவில் SRO 07.02.2016 செ.புறத்தெருவில் Amount Rs.77,72,000/- (Total land 1154.5 Cents)
3.	சென்னை	செ.புறத்தெருவில் எண். 47/4 - 0.50, 91 - 0.44, செ.புறத்தெருவில் - 0.70	செ.புறத்தெருவில் (செ.புறத்தெருவில்) செ.புறத்தெருவில் எண். 47/4, 115, செ.புறத்தெருவில் SRO 10.11.2015	செ.புறத்தெருவில் Sale deed DOC.No.470/2016, செ.புறத்தெருவில் SRO 23.01.2016	செ.புறத்தெருவில் Sale deed DOC.No.112/2016 செ.புறத்தெருவில் SRO 07.02.2016 செ.புறத்தெருவில் Amount Rs.77,72,000/- (Total land 1154.5 Cents)



Crl.O.P.No.18813 of 2017

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செய்தியின் நாள்/திகதி	செய்தியின் விவரம்	செய்தியின் விவரம்	செய்தியின் விவரம்	செய்தியின் விவரம்
1) சென்னை 2) கோவை 3) கரையார்	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100
2) சென்னை 3) கோவை 4) கரையார்	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100
3) சென்னை 4) கோவை 5) கரையார்	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100
4) சென்னை 5) கோவை 6) கரையார்	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100
5) சென்னை 6) கோவை 7) கரையார்	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100
6) சென்னை 7) கோவை 8) கரையார்	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100
7) சென்னை 8) கோவை 9) கரையார்	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100	செய்தியின் விவரம் அளவு 184 - 0.39, 186 - 0.32, 241 - 0.32 ஆக மொத்தம் 100

13. Though the second respondent doesn't own land comprised in survey No.41/4 ad measuring 0.39 acres, he lodged complaint on behalf of his mother and mother's sister viz., Gangammal and Nagammal. Subsequent to the said complaint, other land owners were lodged complaints and they were treated as witnesses. While pending the petition, all other land owners filed implead petition and they themselves impleaded as respondents 3 to 8 herein. Therefore, the complaint lodged by the second respondent is very much maintainable. That apart no one



Crl.O.P.No.18813 of 2017

can set law in motion. The second respondent is none other than the son of Gangammal, who owned land and as such he has locus to lodge the complaint.

14. On perusal of the statement recorded under Section 161 of Cr.P.C., also revealed that there is specific allegations as against the petitioner to attract the offence under Section 420 r/w 34 of IPC. Therefore, the judgement relied upon by the learned counsel appearing for the petitioner are not helpful to the case on hand. In this regard it is relevant to rely upon the judgment of the Hon'ble Supreme Court of India passed in **Crl.A.No.579 of 2019** dated **02.04.2019** in the case of **Devendra Prasad Singh Vs. State of Bihar & Anr.**, as follows:-

" 12. So far as the second ground is concerned, we are of the view that the High Court while hearing the application under Section 482 of the Cr.P.C. had no jurisdiction to appreciate the statement of the witnesses and record a finding that there were inconsistencies in their statements and, therefore, there was no prima facie case made out against respondent No.2. In our view, this could be done only in the trial while deciding the issues on the merits or/and by the Appellate Court while deciding the appeal arising out of the final order passed



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Crl.O.P.No.18813 of 2017

by the Trial Court but not in Section 482 Cr.P.C. proceedings.

13. In view of the foregoing discussion, we allow the appeal, set aside the impugned order and restore the aforementioned complaint case to its original file for being proceeded with on merits in accordance with law.

15. The Hon'ble Supreme Court of India dealing in respect of the very same issue in **Crl.A.No.1572 of 2019** dated 17.10.2019 in the case of **Central Bureau of Investigation Vs. Arvind Khanna**, wherein, it has been held as follows:

“19. After perusing the impugned order and on hearing the submissions made by the learned senior counsels on both sides, we are of the view that the impugned order passed by the High Court is not sustainable. In a petition filed under Section 482 of Cr.P.C., the High Court has recorded findings on several disputed facts and allowed the petition. Defence of the accused is to be tested after appreciating the evidence during trial. The very fact that the High Court, in this case, went into the most minute details, on the allegations made by the appellant-C.B.I., and the defence put-forth by the respondent, led us to a



conclusion that the High Court has exceeded its power, while exercising its inherent jurisdiction under Section 482 Cr.P.C.

20. In our view, the assessment made by the High Court at this stage, when the matter has been taken cognizance by the Competent Court, is completely incorrect and uncalled for.”

16. Further the Hon'ble Supreme Court of India also held in the order dated **02.12.2019** in **Crl.A.No.1817 of 2019** in the case of **M.Jayanthi Vs. K.R.Meenakshi & anr**, as follows:

"9. It is too late in the day to seek reference to any authority for the proposition that while invoking the power under Section 482 Cr.P.C for quashing a complaint or a charge, the Court should not embark upon an enquiry into the validity of the evidence available. All that the Court should see is as to whether there are allegations in the complaint which form the basis for the ingredients that constitute certain offences complained of. The Court may also be entitled to see (i) whether the preconditions requisite for taking cognizance have been complied with or not; and (ii) whether the allegations contained in the complaint, even if accepted in entirety, would not constitute the offence alleged.



Crl.O.P.No.18813 of 2017

.....

13. A look at the complaint filed by the appellant would show that the appellant had incorporated the ingredients necessary for prosecuting the respondents for the offences alleged. The question whether the appellant will be able to prove the allegations in a manner known to law would arise only at a later stage....."

17. In view of the above discussion, this Court is not inclined to quash the proceedings in in C.C.No.196 of 2015 on the file of the learned Judicial Magistrate-II, Chengalpattu. The petitioner is at liberty to raise all the grounds before the trial Court. The trial Court is directed to complete the trial within a period of six months from the date of receipt of copy of this Order.

18. Accordingly, the Criminal Original Petition stands dismissed. Consequently, connected miscellaneous petitions are also closed.

05.10.2023

Internet: Yes
Index : Yes/No
Speaking/Non Speaking order



Crl.O.P.No.18813 of 2017

its
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To

1. The Judicial Magistrate-II,
Chengalpattu
2. The Sub Inspector of Police,
District Crime Branch,
Kanchipuram.
3. The Public Prosecutor,
Madras High Court,
Chennai.



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Crl.O.P.No.18813 of 2017

G.K.ILANTHIRAIYAN. J.
rts

Crl.O.P.No.18813 of 2017
and Crl.M.P.Nos.11459 & 11470 of 2017

05.10.2023