



WEB COPY



Crl.O.P.No.25068 of 2023

Crl.O.P.No.25068 of 2023
in
Crl.A.SR.No.54514 of 2023

M. NIRMAL KUMAR, J.

This petition has been filed seeking to grant special leave to the petitioner to prefer the above criminal appeal.

2.The appellant herein is the complainant, who filed a private complaint against the respondent in C.C.No.2355 of 2021. The Trial Court by judgment dated 02.09.2023 dismissed the complaint, against which the present leave petition.

3.The contention of the petitioner is that the respondent/accused let out his Flat at Sivasakthi Illam, Plot No.21, F-2. 39th Street, D Sector, Sivasakthi Nagar, Annanur, Chennai – 600 109 to the petitioner on lease basis. The lease agreement was entered on 01.11.2015. At that time, interest free lease amount of Rs.3,00,000/- was given by the petitioner to the respondent. The amount was paid through RTGS on 15.10.2015. Later the petitioner came to know that the respondent had taken loan for the property, which the petitioner is residing. The property was attached and the petitioner was forced to vacate the premises. The SARFAESI proceedings also initiated in the year 2019, at that time, the



CrI.O.P.No.25068 of 2023

respondent entered into another lease agreement dated 31.08.2019

acknowledging the receipt of Rs.3,00,000/- and also letting out the residence for interest free lease amount and this Rs.3,00,000/- would not carry interest on the other hand the amount would be apportioned for rental charges. Later the petitioner vacated the house, at that time though the respondent agreed to repay the amount of Rs.3,00,000/-, the same has not been paid. Thereafter, the respondent/accused issued a cheque for discharge of his liability and after informing the respondent, the cheque was deposited and got dishonoured. Thereafter, following the statutory principle a case had been filed.

4.The further contention of the petitioner is that the petitioner vacated the house during July, 2022. The Lease Agreement was marked as Ex.P3 by the petitioner. On the other hand, the respondent produced a copy of Lease Deed, which was marked as Ex.D1, in which there is an endorsement as though the petitioner had received back Rs.2,00,000/-, which the petitioner denied. Further, there is a difference in Ex.P3 and Ex.D1. In Ex.P3, there is no witness name and signature on the other hand in Ex.D1 it is available. Likewise the endorsement for receipt of Rs.2,00,000/- by the petitioner is not available in Ex.P3. The petitioner also denied such endorsement found in Ex.D1 and the genuineness of Ex.D1 was questioned. In such circumstances, the Trial Court



CrI.O.P.No.25068 of 2023

without giving any answer for the objections raised by the petitioner, relied upon Ex.D1, dismissed the complaint and acquitted the respondent, which is not proper.

5.Finding reason and force in the petitioner's submission, this Court is inclined to grant leave. Accordingly, leave is granted.

01.12.2023

Note: Registry is directed to number the Criminal Appeal, if it is otherwise in order.
rsi



WEB COPY



Crl.O.P.No.25068 of 2023

M. NIRMAL KUMAR, J.

rsi

Crl.O.P.No.25068 of 2023
in
Crl.A.SR.No.54514 of 2023

01.12.2023