



W.P.No.35167 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED : 04.01.2023

CORAM :

THE HONOURABLE MR. JUSTICE G.CHANDRASEKHARAN

W.P.No.35167 of 2022

N.Ravi .. Petitioner

vs

1. The Commissioner of Police, Tiruppur.
2. The Inspector of Police
CCB, Tiruppur.
3. The Commissioner
Hindu Religious and Charitable Endowments Board
No.119, Uthamar Gandhi Road
Thousand Lights West, Nungambakkam
Chennai – 600 034.
4. The Joint Commissioner
Hindu Religious and Charitable Endowments Board
Tiruppur.
5. The Executive Officer
Arulmigu Angalamman Temple
Tiruppur, Tiruppur District.

6. R.Eswaramoorthy .. Respondents

Prayer : Writ Petition under Article 226 of the Constitution of India praying for the issuance of a Writ of Certiorarified Mandamus, calling for the records relating



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to the order of the second respondent dated 17.12.2022, quash the same and consequently direct the first respondent to conduct free and fair enquiry on petitioner's complaint dated 05.09.2022 given to the first respondent and investigate the same in accordance with law.

For Petitioner : Mr.R.Prabakar
For Respondents : Mr.S.Santhosh (For R1 to R5)
Government Advocate (Crl. Side)

ORDER

This Writ Petition has been filed calling for the records relating to the order of the second respondent dated 17.12.2022, quash the same and consequently direct the first respondent to conduct free and fair enquiry on petitioner's complaint dated 05.09.2022 given to the first respondent and investigate the same in accordance with law.

2.The learned counsel for the petitioner submitted that petitioner had entered into a memorandum of understanding with one Eswaramoorthy for selling Eswaramoorthy's property and the property of his family member Asaithambi. The memorandum of understanding was executed on 22.09.2021. Based on the memorandum of understanding petitioner paid a sum of Rs.10,00,000/- through HDFC Bank Cheque No:000342 and sum of Rs.15,00,000/- in cash. Thereafter, one Franklin, Jaganathan and Shanmugam as per instructions of Eswaramoorthy



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had received a sum of Rs.25,00,000/- and Rs.20,00,000/-. Petitioner spent Rs.1,05,00,000/- through Franklin and Jaganathan for developing the property.

Eswaramoorthy was protracting the execution of sale deed. Therefore, he contacted other owner Asaithambi for the purpose of sale. Asaithambi informed him that he never gave permission to Eswaramoorthy to sell his property. Under the circumstances, he gave a complaint to the Police on 05.09.2022. This complaint was not properly enquired by the Inspector of Police, CCB, Tiruppur District. This complaint was closed stating that there is civil suit in O.S.No.292 of 2022 pending on the file of the learned District Munsif, Tiruppur and petitioner was directed to approach the civil Court for appropriate remedy. Challenging this order, this petition is filed.

3.The learned Government Advocate (Criminal side) submitted that it appears that the very execution of the memorandum of understanding dated 22.09.2021 is challenged by Eswaramoorthy as forged document in suit filed by him in O.S.No.292 of 2022 pending on the file of the learned District Munsif, Tiruppur. When the civil suit is pending, criminal complaint was rightly closed for the reason that the issue between the parties is of civil in nature.



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4.Considered the rival submissions and perused the records.

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5.As narrated above, petitioner's case is that Eswaramoorthy offered to sell his property and the property of Asaithambi and a memorandum of understanding dated 22.09.2021 was executed. Even as per the complaint dated 05.09.2022, it is *prima-facie* clear that petitioner had not even consulted or contacted or conferred with other owner Asaithambi before entering into memorandum of understanding dated 22.09.2021 and paying money to Eswaramoorthy and others. It is not known how a huge sum of more than Rs.1,00,00,000/- was said to have been paid or spent by the petitioner without having any direct contact with the other owner Asaithambi with regard to the sale of the property. It is also seen from the suit filed by Eswaramoorthy in O.S.No.292 of 2022, he alleged that petitioner had forged his signature in the memorandum of understanding dated 22.09.2021. Therefore, the suit was filed for relief of declaration that the memorandum of understanding dated 22.09.2021 is null and void and it will not bind the plaintiff and for injunction restraining the petitioner/Ravi from interfering with the possession and enjoyment of the property.



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6.Thus, it is clear from the narration of facts and the pleadings in O.S.No.292 of 2022, there is dispute with regard to very execution of memorandum of understanding dated 22.09.2021. As already stated, the petitioner's claim that even without taking into confidence the other owner Asaithambi he said to have paid money and spent more than Rs.1,00,00,000/- for developing the property, in the considered view of this Court cannot be believed. Complaint was rightly closed for the reason that the issue involved in the case is civil dispute and already civil suit in O.S.No.292 of 2022 is pending. Therefore, this Court finds no infirmity or illegality in the closure report dated 17.12.2022 of the Inspector of Police, Central Crime Branch, Tiruppur District.

7.In this view of the matter, this Writ Petition is dismissed. No costs.

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6. The Public Prosecutor,
High Court of Madras.



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G.CHANDRASEKHARAN, J.

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