IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on :23.09.2024

Pronounced on :01.10.2024

Coram:

THE HONOURABLE DR.JUSTICE G.JAYACHANDRAN

Crl.O.P.No.4252 of 2024
and
Crl.M.P.Nos.3134,3136,&12317 of 2024
and
Crl.O.P.No.4743 of 2024
and
Crl.M.P.Nos.3472,3474,&12321 of 2024

Crl.O.P.No.4252 of 2024:

Ralph V.Manohar .. Petitioner/ Accused No.4

/versus/

1.The State rep.by
The Inspector of Police,
Central Crime Branch,
EDF-II, Team IV,
Vepery, Chennai-7,
Crime No.132 of 2022. ..1st Respondent/ Complainant

2.A.G.Sivaraman .. 2nd Respondent/ Defacto complainant

Criminal Original Petition has been filed under Section 482 of Cr.P.C., to call for the records relating to the criminal case in C.C.No.6886 of 2023 on the file of the Learned Metropolitan Magistrate for Exclusive Trial of CCB and CBCID Cases, Egmore, Chennai and quash the same as far as the petitioner is concerned.

For Petitioner	:Mr.N.Manoharan
For R1	:Mr.S.Udaya Kumar, Govt.Advocate (Crl.Side)
For R2	:Mr.A.Kalaiselvan

Crl.O.P.No.4743 of 2024:

S.Sankar .. Petitioner/ Accused No.5

/versus/

1.The State rep.by
The Inspector of Police,
Central Crime Branch-I,
Office of Commissioner of Police,
Vepery, Chennai. ..1st Respondent/ Complainant

2.G.Sivaraman .. 2nd Respondent/ Defacto complainant

Criminal Original Petition has been filed under Section 482 of Cr.P.C., to call for the records pending on the file of Metropolitan

Magistrate for Trial of CCB Cases and CBCID Metro Cases, Egmore, Chennai in C.C.No.6886 of 2023 and quash the criminal proceedings as against the petitioner.

For Petitioner	:Mr.A.Nagarajan for M/s Reshmi Christy
For R1	:Mr.S.Udaya Kumar, Govt.Advocate (Crl.Side)
For R2	:Mr.A.Kalaiselvan

COMMON ORDER

The above two Criminal Original Petitions are filed under Section 482 of CrPC to quash the final report taken on file by the Learned Metropolitan Magistrate for Exclusive Trial of CCB and CBCID cases, Egmore, Chennai in C.C.No.6886/2023.

2. These two petitioners along with three other accused (A1 to A3) facing trial for conspiracy, impersonization, forgery and fabrication of records to cheat the defacto complainant A.G.Sivaraman to a tune of Rs.1,26,00,000/-. The charges are for offences punishable under Sections 406, 420 r/w 34 & 120(b) IPC altered into Sections

406,420,468,471,120(b) IPC r/w 34 of IPC.

3. The sum and substance of the final report:

Manickavel (A-1) is an Advocate by profession. His client Anjana Rani had a share in the propertry bearing Door No: 35/2 Venkataraman Street, Perambur, Chennai, measuring about 8809 sqft. A-1 Posing as the agreement holder with Anjana Rani for sale of the said property, during the month of January 2016 promised to offer that property for a sale consideration of Rs.3,25,00,000/- (Rupees three crores twenty five lakhs only) to the defacto complainant and received advance of Rs.10,00,000/- (Rupees ten lakhs only). He also executed a sale agreement. To impress the complainant an unregistered notarised power of attorney deed executed by Anajana Rani in favour of his Junior Advocate Mr.S.Rajeshkumar (A-2) was shown to the complainant and Rs.40,00,000/- (Rupees fourty lakhs only) been received from the complainant. The earlier sale agreement by A-1 was altered and new sale agreement by Rajeshkumar (A-2) as Power of Attorney of Anjana Rani was executed. On various occasions totally, a sum of Rs.1,68,00,000/(

Rupees one crore sixty eight lakhs only) was received by A-1 without introducing the title holder Anjana Rani to the complainant. Suspecting foul game, when the complainant insisted to meet Anjana Rani, A-1 tells the complainant that if he had confidence in him, pay the balance amount or else get back the money advanced. Then, A-1 repaid only Rs.40,00,000/- (Rupees fourty lakhs only)to the complainant and balance amount remains unpaid.

4. On verification, the complainant came to know that in the notarised unregistered power of attorney in the name of Anjana Rani in favour of Rajeshkumar (A-2), the executant Anjana Rani had not signed, but her signature been forged by A.Ramakrishnan (A-3) another Junior Advocate of A-1. On further verification, it was found that, on 14/07/2016 Anjana Rani had settled the said property to her legal heirs. The settlement deed been drafted by Ralph V.Manoharan (A-4- the petitioner in Crl.O.P.No.4252 of 2024) another Junior Advocate of A-1, on the advice of A-1. In the settlement deed, Rajeshkumar (A-2) had signed as witness. When the complainant went to the office of A-1 and

demanded money back, A-1 along with his associates Rajeshkumar (A-2), Ramakrishnan (A-3), Ralf V.Manoharan(A-4) and Sankar (A-5, the petitioner in Crl.O.P.No.4743/2024) refused to repay the balance amount and they jointly gave life threat to him.

5. Submission on behalf of the petitioner in Crl.O.P.No.4252/2024 -Ralf V. Manoharan (A-4)

He got enrolled as an Advocate on 21/03/2007 and joined as Junior in the office of A-1. He is not aware of the property dealing between A-1 and the complainant. He affixed his signature as scribe to the settlement deed dated 14/07/2016 registered as document No: 3515/2016 executed by Anjana Rani in favour of her sons and daughter. Nothing illegal in his act of assisting the client to prepare the settlement deed. He was not part of any property dealing between A-1 and the complainant. No document created by him against the interest of Anjana Rani or the defacto complainant. Civil dispute between A-1 and the complainant been given a criminal colour, obviously to pressurise this petitioner. The ingredients for offences under Sections 420, 406, 468, 471, 120(b) r/w 34 of IPC are not made out againt this petitioner.

6. Submission on behalf of the petitioner in Crl.O.P.No.4743/2024 - S.Sankar (A-5)

The petitioner S.Shankar(A5) is no way connected with the alleged transactions between A-1 and the complainant as well as Anjana Rani. He used to visit the office of A-1 to meet his friend, who was a Junior to A-1. On one such occasion, when he went to the office of A-1, he was asked to sign in a receipt as witness showing the 2nd page of the document. Without knowing the content of the document, he signed it. Except signing in the receipt as witness, he is not involved in any of the transactions mentioned in the final report. In this case, he can utmost be a witness for prosecution, but certainly not an accused. Without conducting a preliminary enquiry, by following the dictum of Hon'ble Supreme Court, the final report filed against him, without any material to frame charge against him for conspiracy and sharing common intention with other accused persons to commit substantive offences, like impersonisation, forgery and fabrication of false document.

7. Submission by the Learned Counsel for the complainant:

For the property owned by Anjana Rani, A-1 entered into a sale agreement with the complainant in the month of January 2016, describing himself as an agreement holder with Anjana Rani and received totally a sum of Rs.1,68,00,000/-. After much persuasion, A1 returned only Rs.40,00,000/-. Thereafter, A-1 prepared Power of Attorney deed dated 02/07/2016 as if Anjana Rani had given power to Rajeshkumar (A-2) for negotiation and sale of the property. In this document, A-1 has signed as scribe as well as notary public and written 'executed before him'. This Power of Attorney document is a document fabricated by A-1 and A-2, forging the signature of Anjanarani. Based on this forged Power of Attorney deed, sale agreement by Rajeshkumar (A-2) in favour of the complainant and his wife executed during the month of July, 2016 and part sale considerations were received from the complainant on different dates either by A-1 or by A-2 and necessary endorsement made on the back of the sale agreement . The payments were received by A-1 and A-2 suppressing the fact that Anjana rani had settled the property in favour of her children on 14/07/2016 and got the settlement deed registered. In the settlement deed, A-2 is one of the witness and A-4 Ralf V.Manoharan is the scribe. They both are Juniors to A-1.

8. Therefore, A-4 cannot claim ignorance of the settlement deed, dated 14/07/2016 and subsequent receipts of part sale consideration from the complainant on 31/08/2016 – by cash Rs.2,00,000/-, on 19/09/2016 - Two cheques each Rs.12,50,000/-. On 02/11/2016 – by cash Rs.15,00,000/-. On 01/11/2018 – by cash of Rs.47,00,000/- On 03/12/2018 – by cash of Rs.23,00,000/-.

9. On 28th April, 2021, a memorandum of receipt was entered between A-2 and the complainant Sivaraman and his wife, Sarala Sivaraman recording the fact of payment of Rs.1,68,00,,000/- on various dates based on the sale agreement dated 10th July, 2016 and return of Rs.40 lakhs by way of 4 cheques dated 22/01/2021 and 2 cheques dated 28/04/2021. In which. the second accused agreed to pay the balance amount on or before December, 2021. In this memorandum, Sankar (A-5) had signed as witness.

10.The complainant was deceived by A-1 and his associates, by creating false document (Power of Attorney in the name of A-2) and received money with an intention to cheat. A-4 is privy to the documents so created. A-5 apart from signing as witness in the memorandum , from the information received from the District Registrar, the old stamp papers used for preparing the false documents were all purchased by A-5 which shows the knowledge of A-5 about the crime and his participation in the crime.

11. Heard the learned counsels and records perused.

12. The stamp paper, in which the sale agreement written is dated 16/07/2013 and the vendor name is shown as Manickavel. The date of the agreement is not filled. A-1 and the complainant A.G.Sivaraman are parties to the document described as Vendor and Purchaser respectively. The stamp paper is purchased in the name of the complainant. In the said sale agreement, it is mentioned that land

measuring 4245 sq.ft morefully described in the schedule belongs to Anjana Rani. On the date of agreement, the purchaser (complainant) had paid Rs.10 lakhs towards advance as against the agreed sale consideration of Rs.3,25,00,000/-. It is apparent that A-1 without any right had posed himself as vendor and entered into this agreement with the complainant and received Rs.10 lakhs as advance. To this invalid agreement, A-2 has signed as witness.

13. Thereafter, the fake PoA deed in the name of Anjana Rani prepared in favour of A-2 forging the signature of Anajarani by A-3. Based on this fake PoA deed, sale agreement date blank ... /07/2016 entered with the complainant Sivaraman and his wife Sarala Sivaraman by A-1. The recital in this document reads that two cheques each Rs.10lakhs drawn by the purchasers Sivaraman and Sarala Sivaraman dated 18/07/2016 received by the A-2. Even before this Anjana Rani had settled the property in favour of her children, vide document No.3515 /2016, dated 14/07/2016.

14. It is taken note from the documents and statement of witnesses, that the property concern was subject matter of C.S.No.621/2006 on the file of Madras High Court between Anjana Rani and her brother Hanumantha Rao. Anjana Rani was allotted ½ share in the total extend of 8809 sq.f.t in the preliminary decree. A-1 was the counsel for Anjana Rani in the said suit. Pending final decree, A-1 had entered sale agreement with the complainant and received advance. He had also advised Anajana Rani to execute settlement deed in favour of her children and got the settlement deed scribed by one of his Junior (A-2) and witnessed by another Junior (A-4).

15. Later, after the death of Hanumantha Rao, his son and Anjana Rani had arrived at settlement during the year 2019, when the appeal was pending. As per the settlement arrived between them, 2479 sq.ft of land was allotted to Anjana Rani. Hence, the earlier settlement deed dated 14/07/2016 for 4245 sq.ft was cancelled on 02/01/2020 and a fresh settlement deed to an extent of 2479 sq.ft for the two sons and a daughter been executed by Anjana Rani.

16. A-4 in this case had been the scribe to the first settlement deed dated 14/07/2016 executed by Anjana Rani pending final decree proceedings and pending appeal against preliminary decree.

17. This settlement deed is genuine and done on the instruction of M.Anjana Rani, after she succeeded in the suit and got the preliminary decree in her favour. No doubt, at that point of time, Ralf V.Manohar (A4) was Junior to the prime accused (A1). However, whether the undated sale agreement between A1 and the complainant alleged to have been entered during the month of January 2016, was within the knowledge of this petitioner, is not spoken by any witnesses. It is an inference drawn by the Investigating Officer to rope this accused for conspiracy. The alleged fake power of attorney followed by sale agreement between A2 and the complainant in which part sale consideration received by A1 as well as forgery of the signature of Ajanja Rani by A3 are all overact attributed against A1 to A3 in which the role of A4 not spoken or made out.

18. Similarly, as far as A5 is concerned, he is the witness to the memorandum entered between A2 and the defacto complainant. This is dated 28.04.2021. Shankar(A5) is one of the witnesses to this document. Except being the witness to this document, there is no material to implicate him for the substantial offences or offences under Section 120(b) of IPC r/w Section 34 of IPC. The memorandum of receipt dated 28.04.2021 is the genuine document admitted by the complainant himself. While so, the petitioner Shankar(A5) against whom no substance available for the offences under Sections 406, 420, 468, 471, 120b r/w Section 34 of IPC.

19. Hence, it is a fit case to quash the final report as against the petitioners in Crl.O.P.Nos.4252 and 4743 of 2024, since except a bald allegation that they are Juniors of A1 and threatened the complainant with dire consequence, there has no supporting material to proceed against them. Hence, in exercise of power under Section 482 of Cr.P.C, the case against A4 (Ralf V.Manohar) and A5(Shankar) is hereby

quashed. Accordingly, these Criminal Original Petitions are allowed and Consequently, connected Miscellaneous Petitions are quashed.

01.10.2024

Index:yes
Neutral citation:Yes/no
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To:

1. The Metropolitan Magistrate for Exclusive Trial of CCB and CBCID Cases, Egmore, Chennai

2.The Inspector of Police, Central Crime Branch, EDF-II, Team IV, Vepery, Chennai-7,

3.The Inspector of Police, Central Crime Branch-I, Office of Commissioner of Police, Vepery, Chennai.

4.The Public Prosecutor, High Court, Madras.

Dr.G. JAYACHANDRAN,J.

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delivery Common Order made in
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