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Crl.O.P.No.4559 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09.07.2024

CORAM

THE HONOURABLE DR.JUSTICE G.JAYACHANDRAN

Crl.O.P.No.4559 of 2023
& Crl.M.P.No.2877 of 2023

1. Mr.Vivek Gupta,
2. Mr.Jatin Solanki,
3. Mrs.Richa Bhadra,
4. Mr.Krishik Nair,
5. Mr.Aditya Mookulmarathur, ... Petitioners/Accused

/versus/

1. The State of Tamil Nadu,
Rep. by the Sub Inspector of Police,
Velachery Police Station,
Chennai – 600 042.

2. Mrs.Krishna Liji. A ... Respondents/Defacto complainant

Prayer: Criminal Original Petition has been filed under Section 482 of Cr.P.C., to call for the records and quash the FIR registered in Crime No.585/2022, dated 14.12.2022 as against the petitioners, pending investigation on the file of the 1st respondent police.

For Petitioner : Mr.Subhang P.Nair

For R1 : Mr.S.Udaya Kumar.
Government Advocate (Crl.Side)

For R2 : Mrs.Vidya Devarajan



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Partners for which they will be getting Commission. For the said purpose, the

Channel Partners have to undergo marketing training as well as they were assured of reimbursement of their expenses towards advertisements upto 15% of their investment.

4. Having agreed to the terms and conditions, the complainant did not not paid the full partnership fees of Rs.11,80,000/-. He had paid only Rs.7,85,000/- in instalments. He did not participate in the training Session nor spent money for advertisements to capture customers. Having failed to discharge his part of terms of contract, had lodged a false complaint as if, the petitioners have cheated him by making sugar coated words.

5. The Learned Counsel appearing for the defacto complainant submitted that the entire promise made by the petitioners on behalf of the Company was shallow and empty promise and tall claims without any substantial backing of truth. There are several complaints against these petitioners for cheating and their module is a non-starter.

6. The Learned Government Advocate (Crl.Side) for the respondent submitted that apart from this complaint, the investigation indicates that two



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other complaints were registered one at Chitlapakkam Police Station and another in Bangalore but information indicates that both the complaints were settled.

7. On perusing the communication between the complainant and the petitioners Company, the terms of agreement entered between them for Channel partners as well as the tenure of the complainant, this Court find that for the grant of non-exclusive license to sell and market Expertrons Products provided by Expertrons under the agreement, the complainant and his mother, S.Uma Shankar are supposed to pay the partnership fees of Rs.11,80,000/- which are non-refundable. Admittedly, the complainant has not paid the said partnership fees in full. He has paid only Rs.7,85,000/-. This apart, the Learned Counsel appearing for the petitioners submitted that there is no indication of the complainant acting as per the terms of the contract to ensure the sale of Expertrons products.

8. It appears that the complainant was conceived only by the lucrative returns promised by the petitioners herein but not by the obligation on his part to market the product. The business module as such, whether fake or genuine, could have been tested only if the complainant had attempted to



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discharge the terms of the contract. Without discharging his part of contract, a complaint has been lodged as if the petitioners, with predetermination and intentionally conspired together to allure the defacto complainant and induced him to part away the money. Though the ingredient required to attract offences under Sections 406 and 420 of I.P.C been extracted in the complaint, there is no material to support the claim that, dishonestly, the petitioners herein were allured to part away a sum of Rs.7,85,000/-. The terms of the contract are very clear and the offer and acceptance by the parties have concluded an enforceable contract therefore cannot now been given a criminal colour. If there is any beach, it is always open to the parties to work out his remedy before the appropriate Civil Court.

9. This Court is of the view that civil dispute arising out of contract been given a criminal colour without any substance. Hence, liable to be quashed. Accordingly, this Criminal Original Petition is allowed. The complaint in FIR registered in Crime No.585 of 2022 on the file of the 1st respondent police stands quashed. Consequently, connected M.P is closed.

09.07.2024



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Index : Yes/No.

Neutral Citation : Yes/No.

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Copy to:-

1. The Assistant Commissioner of Police,
CCB-1, Central Crime Branch,
Office of Commissioner of Police,
Vepery, Egmore.
2. The Public Prosecutor, High Court, Madras.



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Dr.G.JAYACHANDRAN,J.

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