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CrI.O.P.No.9345 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.06.2024

CORAM

THE HONOURABLE DR.JUSTICE G.JAYACHANDRAN

CrI.O.P.No.9345 of 2024
& CrI.M.P.Nos.6511 & 3980 of 2024

Dr.Nirmal Joe, M.B.B.S. D.M.R.D.,
S/o.Late. Christoraj, aged about 51 years,
Director (Additional Charge)
Central Leprosy Teaching and Research Institute
Alan Road, Thirumani Village,
Chengalpattu – 603 003. ... Petitioner/Accused No.1

/versus/

1. The Inspector of Police,
Chengalpattu Taluk Police Station,
Chengalpattu – 603 001. ... Respondent/Complainant

2. M/s.AAR Enterprises,
Represented by its Manager,
Mr.Pradeep, aged 37 years,
S/o.Pauldoss,
No.36/2, Christian Street,
Melamaiyor,
Chengalpattu Taluk and District – 603 003
... Respondent/Defacto Complainant

Prayer: Criminal Original Petition is filed under Section 482 of Criminal Procedure Code, to call for the records in connection with the impugned FIR in Crime Number 136/2024 registered on 22.02.2024 under Sections 420 and 406 of I.P.C on the file of the Inspector of Police, Chengalpattu Taluk Police Station, Chengalpattu District.



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CrI.O.P.No.9345 of 2024

For Petitioner : Mr.M.Ramamoorthi
For R1 : Mr.S.Udaya Kumar
Government Advocate (CrI.Side)
For R2 : Mr.P.Chandrasekar

ORDER

This petition is filed to quash the complaint in Crime No.136 of 2024 registered by the respondent police for the alleged offence under Sections 420 and 406 of IPC.

2. The complainant is a food supply contractor at the Central Leprosy Teaching and Research Institute, Chengalpattu. Being a successful bidder in the tender floated by the Director of Central Leprosy Teaching and Research Institute, Chengalpattu, dated 13.04.2024, the defacto complainant been supplied food materials for a period of one year. On expiry of the tender period, he was permitted to continue the supply for further period of two more months.

3. Meanwhile, it appears that the Management has allowed and entertained third parties for the supply of food materials and thereby there arose



Crl.O.P.No.9345 of 2024

WEB a situation where the defacto complainant forced to incur a loss alleging that the accused persons, in connivance with third parties for extraneous consideration had stopped receiving the supply from the defacto complainant contrary to the terms of contract. However, the petitioner, who is one of the named accused persons in the complaint submits that he is the additional incharge of the Central Leprosy Teaching and Research Institute, Chengalpattu, wherein the defacto complainant, who was permitted to supply food materials on expiry of the tender period, was granted permission as a temporary measure for a period of two months. However, the terms of the contract were not properly fulfilled by the defacto complainant. Therefore, to meet the exigencies, alternative arrangements were made by the management. Giving the criminal colour, complaint been filed and the same was taken up for investigation.

4. The second accused in the complaint had approached this Court to quash the FIR and the same was entertained by this Court in Crl.O.P.No.9320 of 2024 and quash the complaint vide order dated 17.04.2024.

5. The learned counsel for the petitioner submits that this petitioner is also similarly placed as that of the second accused and therefore, the benefit of the order passed by this Court on 17.04.2024 to be extended to this petitioner



CrI.O.P.No.9345 of 2024

WEB COPY

6. Heard the learned counsel for the petitioner and the learned counsel for the defacto complainant.

7. The perusal of the documents and the complaint apparently indicate that it is a civil dispute wherein the defacto complainant is aggrieved by the breach of the contractual terms. The terms of contract do not give exclusive right of supply to the defacto complainant and even if it is to be understood in such a manner, it is for interpretation by the competent Civil Court.

8. The defacto complainant has to work out his remedy before the City Civil Court for the breach of contract and on expiry of the terms of the contract, this Court is of the view that there cannot be any criminal intention for cheating the defacto complainant even if there was any civil breach of terms of contract. Therefore, F.I.R. in Cr.No.136 of 2024 dated 22.02.2024 on the file of the 1st respondent police is quashed on the ground that the nature of the complaint and the material placed in support of the complaint substantially indicate that the dispute is only civil in nature and no criminality is made out.

9. With the above observation, this Criminal Original Petition is



CrI.O.P.No.9345 of 2024

disposed of. Consequently, connected Miscellaneous Petitions are closed.

WEB COPY

12.06.2024

Index : Yes/No.

Neutral Citation : Yes/No.

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Copy to:-

1. The Inspector of Police, Chengalpattu Taluk Police Station, Chengalpattu – 603 001.
2. The Public Prosecutor, High Court of Madras, Chennai.

Dr.G.JAYACHANDRAN, J.



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CrI.O.P.No.9345 of 2024

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CrI.O.P.No.9345 of 2024
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