



Crl.O.P.No.8218 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.01.2024

CORAM:

THE HON'BLE MRS.JUSTICE T.V.THAMILSELVI

Crl.O.P.No.8218 of 2022

and

Crl.M.P.Nos.4786 of 2022

K.Selvaraj

... Petitioner

Versus

1. State rep. by its
The Inspector of Police,
The Deputy Superintendent of Police,
Crime Branch, Kancheepuram Dt.
(Crime No.5 of 2010)

2. Mahand Pasant Doss,
Seedar Kala Lakhsmana Doss Bhavaji,
Madathipathi Udarin Mutt,
No.32-H, Neelukara Street,
Kancheepuram

... Respondents

PRAYER : Criminal Original Petition filed under Section 482 of the
Code of Criminal Procedure, to call for the records C.C.No. 207 of 2017



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pending on the file of the learned Judicial Magistrate Court-1,
Chengalpet and quash the same.

For Petitioner : Mr.S.Sivakumar
For Respondents : Mr.S.Vinoth Kumar,
Govt. Advocate (Crl. Side) for R1
R2- Notice unserved - returned

ORDER

This Criminal Original Petition has been filed seeking to quash the charge sheet in C.C. No. 207 of 2017 on the file of learned Judicial Magistrate Court-1, Chengalpet.

2. Heard both sides.

3. The petitioner is ranked as A1 in the F.I.R. in Crime No.05 of 2010 registered against the petitioner for the offence under Sec.420 r/w 120 B of I.P.C. Subsequently, the charge sheet has been filed and the same was taken on file in C.C.No.207 of 2015 on the file of Judicial Magistrate-1, Chengalpet and the same is pending. Now, the petitioner



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had filed this petition praying to quash the said charge sheet stating that he has been falsely implicated in this case by the 1st respondent police as per the complaint given by the 2nd respondent/defacto complainant. In fact, the petitioner and one Kasilingam was not known to the 2nd respondent/defacto complainant and through one Murthy, he was brought to the transaction and the terms of lease agreement was prepared as per the instructions given by the 2nd respondent defacto complainant and the leasehold period of 99 years was also clearly mentioned in the F.I.R. On seeing the recitals of lease agreement, the 2nd respondent/defacto complainant signed the same and thereafter, after four years of registration of lease agreement, now with an ulterior motive gave a false complaint against him. Based on that, the 1st respondent submitted a final report without any materials. Hence, he prayed to quash the proceedings initiated against him.

4. By way of reply, the learned Government Advocate (Criminal side) appearing for 1st respondent would submit that on investigation, it reveals that the defacto complainant was made to believe that the lease



period was only 29 years, on the other hand, in the lease agreement, it was mentioned as 99 years without consent of defacto complainant, as such, it is a clear case of fraud and there is prima facie materials to prosecute the offence. Hence, he raised strong objections.

5. As per the 2nd respondent/defacto complainant's allegation that he is a Madathipathi of Udasin Bhavaji Mutt, Kancheepuram and he knew only Hindi and the petitioner is working under him. However, the 2nd respondent/defacto complainant was made to believe that lease agreement is for 29 years, but later on verification he came to know that lease period was mentioned as 99 years and the said lease agreement was fraudulently created by the petitioner colluding with another accused. Even on bare perusal of lease agreement, the 2nd respondent/defacto complainant had signed in the agreement in Hindi and even as per the allegation, it is found that he knew only Hindi language and not Tamil language. However, on perusal of lease agreement, the entire recitals were typed in Tamil language and even the period of lease is also typed in Tamil. Therefore, the reason assigned by the petitioner that the lease



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period of 99 years was known to the defacto complainant as such is not agreeable and it needs detailed investigation and also it needs evidence.

Since because as per the submissions of the 2nd respondent/defacto complainant, he knew only Hindi and he is not known Tamil language, however, the recitals of lease agreement is in Tamil language. Hence, I do not find any irregularity in the charge sheet initiated by the 1st respondent police and this Court is not inclined to quash the proceedings initiated against him. Accordingly, this Criminal Original Petition is dismissed. Consequently, connected Criminal Miscellaneous Petition is closed.

12.01.2024

Index: Yes/No

Internet: Yes/No

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To

1. The Inspector of Police,
District Crime Branch, Kancheepuram Dt.
2. The Public Prosecutor,
High Court, Madras.



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T.V.THAMILSELVI, J.

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