



CRL O.P. No.12825 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 03.10.2024

CORAM

The Hon'ble Mr.Justice P.DHANABAL

CRL O.P. No.12825 of 2020
and Crl. M.P. Nos.2323 and 2324 of 2022

A. Marimuthu S/o. S.P. Avathan Chettiar ... Petitioner / Accused 4

Vs.

1. The State represented by:

The Inspector of Police,
Central Crime Branch, Team-18,
Vepery, Chennai-600 007.

....1st Respondent

2. P.S.R. Sathyamurthy S/o. P.S. Ranganathan 2nd Respondent /
Defacto complainant.

3. G. Leelabai W/o. Gulabchand Jain 3rd Respondent / 1st Accused

4. G. Ajithkumar S/o. Gulabchand Jain ... 4th Respondent / 2nd
Accused

5. Padamchand @ Padamraj Jain ... 5th Respondent / 3rd Accused
S/o. Prakash Chordiya

6. Amishkumar S/o. Ajithkumar ... 6th Respondent / 5th Accused

7. Akshayakumar S/o. Ajithkumar ... 7th Respondent / 6th Accused

PRAYER :-This Criminal Original Petition has been filed under Section
482 of Criminal Procedure Code to call for the records in respect of
Criminal case in C.C. No.4377 of 2019 on the file of the Metropolitan



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Magistrate, CCB/CBCID Court, Egmore and to quash the same.

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For petitioner : Mr. N. Elayaraja
For Respondents : Ms. G.V. Kasthuri,
Additional Public Prosecutor
[for R1]
Mr. N. Palanikumar [for R2]
Mr. R. Siva [R3, R4, R6 & R7]
R5 - Not ready in notice.

ORDER

This Criminal original petition has been filed to quash the proceedings in C.C. No.4377 of 2019 on the file of the Metropolitan Magistrate, CCB/CBCID Court, Egmore.

2. The learned counsel appearing for the petitioner would submit that the 1st respondent police have registered a case against the petitioner and others based on the false complaint given by the 2nd respondent. Even as per the prosecution, the 2nd respondent is the agreement holder of a property in dispute and the same was sold by the accused 1 and 2 / respondents 3 and 4 and this petitioner has purchased the property from the original owners for good and valuable consideration. Though the defacto complainant is an agreement holder, prior to the purchase by the



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petitioner, he has to approach the Civil Court for proper remedy.

Instead, he lodged a false complaint. The 2nd respondent also filed a Civil Suit in C.S. No.914 of 2017 before this Court and the matter has been settled through compromise between the parties and compromise decree was also passed. As per the compromise, the 2nd respondent has to withdraw all the pending cases including this C.C. No.4377 of 2019, but he failed to withdraw the same. Hence the present petition is filed.

3. The learned counsel appearing for the 2nd respondent would submit that the petitioner along with others, have cheated the defacto complainant and alienated the property, when the agreement for sale is in favour of the defacto complainant. Hence he lodged the complaint and now the case is pending. While so, already the defacto complainant filed a Civil Suit in C.S. No.914 of 2017 on the file of this Court and entered into compromise and decree was also passed. However, the petitioner and others have not followed the terms of compromise and hence he did not withdraw the cases.



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4. The learned Additional Public Prosecutor appearing for the 1st respondent would submit that based on the complaint given by the 2nd respondent, FIR has been registered and then investigation was also completed and they filed final report as against all the accused. As per the final report, there are prima facie materials available to proceed with the case as against all the accused. The trial Court has also taken cognizance and the case is now pending for trial. Hence he prayed to dismiss the petition.

5. This Court heard both sides and perused the records.

6. In this case, it is an admitted fact that FIR has been registered based on the complaint given by the defacto complainant, who is the agreement holder for sale of the property. Even as per the prosecution case, while pending agreement, this petitioner purchased the property from the original owners. There is no legal bar to sell the property while pending agreement. If any breach of agreement, then the remedy is to approach the appropriate Civil Court for appropriate remedy. There are no ingredients to constitute the offences under Sections 120-B, 406, 420, 467, 468, 471 and 506(i) of IPC as against this petitioner, who is the



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purchaser of the property. Even as per the FIR and charge sheet, the matter is purely civil in nature. This petitioner is only the purchaser for a valuable sale consideration. Therefore, there is no offence made as against this petitioner. However, the defacto complainant / 2nd respondent has filed a Suit in C.S. No.914 of 2017. In that Suit, compromise was arrived between the parties and the matter was referred to Mediation and the matter has been settled. As far as the settlement, the 2nd respondent has to withdraw all the cases filed by him as against this petitioner and others. Based on the above settlement, the Suit in C.S. No.914 of 2017, which was filed by the 2nd respondent was disposed of. Thereafter, the 2nd respondent has failed to withdraw the cases. Therefore, this petition has been filed by the petitioner.

7. Though the matter has already been settled between the parties, as per the agreement, the 2nd respondent has to withdraw the cases, but he failed to withdraw the cases. According to the 2nd respondent, after settlement, the terms of the agreement have not been complied by the petitioner and others and thereby, he refused to withdraw the cases. Since the matter has already been settled between the parties in the civil



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suit and the 2nd respondent has also agreed to withdraw all the cases as against the petitioner and others, as per the memorandum of understanding and Tripartite agreement, if any condition is breached by the parties to agreement, the aggrieved party can initiate appropriate proceedings as per law. Therefore, the 2nd respondent is at liberty to approach the appropriate forum for execution of decree if any condition is breached. Since the nature of allegations are civil in nature and already a Civil Suit was filed and compromise decree had been passed, it is not appropriate to continue the criminal proceedings only because some of the terms of agreement have not been complied by some of the parties. Even on merits, there is no offence is made out as against the petitioner, since, this petitioner is only a purchaser of the property and the matter is civil in nature. Therefore, there are no materials to constitute the offence under Sections 120-B, 406, 420, 467, 468, 471 and 506(i) of IPC as against this petitioner. Therefore, the pending proceedings as against the petitioner in C.C. No.4377 of 2019 on the file of the Metropolitan Magistrate, CCB/CBCID Court, Egmore are liable to be quashed.



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8. Accordingly, the criminal original petition is allowed and the pending proceedings in C.C. No.4377 of 2019 on the file of the Metropolitan Magistrate, CCB/CBCID Court, Egmore is quashed. No costs. Consequently, the connected miscellaneous petitions are closed.

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index: Yes/No

Internet: Yes/No

Speaking/Non Speaking order

mjs

P.DHANABAL,J

mjs

To

1. The Metropolitan Magistrate, CCB/CBCID Court, Egmore
2. The Public Prosecutor, High Court, Madras.
3. The Inspector of Police, Central Crime Branch, Team-18, Vepery, Chennai-600 007.



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