



WEB COPY IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 14.02.2024

CORAM:

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

CRL.OP No. 21098 of 2022
& Crl. MP. No. 13770 and 13772 of 2022

P.Senthil Kumar

[PETITIONERS]

Vs

T.T.Chandrasekar

[RESPONDENTS]

PRAYER : This petition has been filed under Section 482 of Cr.P.C, to call for the records in S.T.C No. 1917 of 2022 pending on the file of learned Fast Track Court No.1, Metropolitan Magistrate, Egmore at Allikulam, Chennai, quash the same.

For Petitioner : Ms.S.Suresh

For R1 : Mr. M.Baskaran



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ORDER

The petitioner herein filed this petition to call for the records in S.T.C No. 1917 of 2022 pending on the file of learned Fast Track Court No.1, Metropolitan Magistrate, Egmore at Allikulam, Chennai, quash the same.

2. The case of the prosecution is that the power of attorney of one Kodandaramaiah and 8 others along with the petitioner herein conveyed a vacant land situated at Korattur Village to the respondent herein. After the above the respondent herein came to know that the accused fraudulently sold the said property and they are not owner of the same. In the meantime, the original owner of the property One Navaraj lodged a complaint which was registered by the police in which the petitioner, and 9 others and the respondent were arrayed as accused. In the course of negotiation, it is alleged that the petitioner and the second accused in this case by named Raguraman accepted for repaying the money. But they did not keep up their word and evaded from payment. Hence, the respondent lodged a complaint before the Central Crime Branch chennai based on which a case was registered against the petitioner herein and the second accused in this case



along with his wife and the petitioner herein approached the respondent and promised to settle the entire paid by him. On 29.11.2018 it is alleged that the petitioner along with other second accused and his wife executed a MOU. As per the same it is alleged that the petitioner, second accused in this case and his wife gave 10 post dated cheques for a total value of Rs.1,04,00,000/-. Thereafter, he presented the cheques and it got dishonored. Hence, the respondent initiated the proceedings against the petitioner under Negotiable Instrument Act. Challenging the same the petitioner filed this petition.

3. The learned counsel for the petitioner submits that the petitioner is neither signatory of the cheque nor partner of the first accused company. But the petitioner falsely implicated in this case prayed to allow this petition.

4. The learned counsel for the respondent submits that the accused persons have conveyed the property to the respondent later it was found that the property fraudulently sold to him and they were not the owner of the same. Thereafter, MOU was entered between the accused persons and the respondent, as per the terms of MOU the accused persons accorded to return the money received from the respondent. But the accused failed to pay the



amount hence the respondent lodged a complaint. Thereafter, on 29.11.2018 the petitioners along with other accused persons accorded to pay amount and issued a post dated cheque, when it was presented before the bank it was returned as payment stopped by the drawer. It is legally enforceable debt. Hence, the respondent initiated the proceedings as per N.I Act.

5. Considering the facts of the case, it seems that there is legally enforceable debt payable by the petitioner. Thus, I am not find any reason to quash the S.T.C No. 1917 of 2022. The petitioner can work out his remedy before the Trial Court.

6. In the result, this petition is dismissed. No Costs. Consequentially, connected miscellaneous petition is closed.

14.02.2024

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To

The Public Prosecutor, High Court, Madras.



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T.V.THAMILSELVI, J.

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