



Crl.O.P.No.24106 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.07.2024

CORAM

THE HON'BLE DR.JUSTICE G.JAYACHANDRAN

Crl.O.P.No.24106 of 2023
and Crl.M.P.Nos.16791 & 16793 of 2023

1.S.Sundararaman
2.Nalini Sundararaman

... Petitioners

Vs.

1.The State Rep. by
The Inspector of Police
Forgery Wing
Central Crime Branch – I
Chennai – CCB
Vepery, Chennai.
(C.C.No.11935 of 2022)

2.D.Rajasekar

... Respondents

PRAYER : Criminal Original Petition filed under Section 482 of Cr.P.C., to call for the records in connection with the final report in C.C.No.11935 of 2022 dated 22.07.2022, pending on the file of the Court of Metropolitan Magistrate CCB & CBCID, Egmore and quash the same.

For the petitioners	:	Mr.D.Selvam
For the respondents	:	Mr.S.Udaya Kumar
		Government Advocate (Crl.Side)
		for R1



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Mr.A.Swaminathan for R2

ORDER

This Criminal Original Petition has been filed to quash the C.C.No.11935 of 2022 on the file of the Court of Metropolitan Magistrate CCB & CBCID, Egmore.

2. The learned counsel appearing on behalf of the petitioners submits that agreement to sale an immovable property was entered with the defacto complainant by the petitioners. It was made clear to the defacto complainant, even at the time of entering into an agreement that the property being mortgaged in the Bank and only on payment of balance loan amount, the property could be redeemed and transferred.

3. The defacto complainant instead of paying the full consideration, had paid only Rs.4 Crores and failed to pay the balance amount, within the agreement period. As a result, the property which was mortgaged with the Bank had been attached and brought to auction. Due to the breach of contract by the defacto complainant, the petitioners have lost their valuable



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right over the property.

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4. However, contrary to the facts, a complaint has been lodged as if an encumbered property been agreed to sell to the defacto complainant and a sum of Rs.4 Crores was received from him by misrepresentation and false promise. On a perusal of the complaint, statement of witnesses and final report, this Court finds that there is an element of criminality and *prima facie* available to proceed against the petitioners.

5. Admittedly, on the promise made by the petitioners herein, the defacto complainant has parted Rs.4 Crores. Whether the promise was made with a bonafide intention or with deceptive intention is matter for trial. Hence, the petition to quash the C.C.No.11935 of 2022 on the file of the Court of Metropolitan Magistrate CCB & CBCID, Egmore, cannot be entertained and accordingly, this Criminal Original Petition stands dismissed. Consequently, the connected miscellaneous petitions are closed.

Jer

11.07.2024



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Index: Yes/No
Internet: Yes/No
Neutral citation : Yes/No
Speaking order/Non-speaking order

To

1. The Metropolitan Magistrate CCB & CBCID
Egmore, Chennai.

2. The Inspector of Police
Forgery Wing
Central Crime Branch – I
Chennai – CCB
Vepery, Chennai.

3. The Public Prosecutor
High Court of Madras.



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Dr.G.JAYACHANDRAN, J.,
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