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Crl.O.P.No.9129 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 28.04.2025

CORAM

THE HONOURABLE MR. JUSTICE G.K.ILANTHIRAIYAN

Crl.O.P.No.9129 of 2025

and

Crl.M.P.Nos.6028 and 6029 of 2025

Robert Nirmal Singh

... Petitioner

Vs

Ajith S Lulla

Rep. By Power Agent S.Mohan,

S/o.Sampath

... Respondent

Criminal Original Petition is filed under Section 482 of Cr.P.C., and Section 528 of BNSS., to call for the record pertaining to STC No.186 of 2021 on the file of the learned Judicial Magistrate, Thiruvottiur and quash the same.

For Petitioner : Mr.R.A.S.Senthilvel

For Respondent : No appearance



Crl.O.P.No.9129 of 2025

WEB COPY

ORDER

This Criminal Original Petition has been filed to quash the proceedings in STC.No.186 of 2021 on the file of the learned Judicial Magistrate, Thiruvottiyur thereby taken cognizance for the offences under Section 138 of Negotiable Instruments Act as against the petitioner.

2. Though notice was served on the respondent and the name is also printed in the cause list, no one appeared on behalf of the respondent. Heard the learned counsel for the petitioner and perused the materials available on record.

3. The respondent has filed complaint for the offence punishable under Section 138 of NI Act as against the petitioner. The crux of the complaint is that the respondent is doing money lending business. The petitioner and the respondent are friends and are well known to each other for several years. The petitioner borrowed multiple loan amounts for his business purpose and also for his personal needs. The entire loan was consolidated under the registered mortgage of deposit of title deeds. In order



CrI.O.P.No.9129 of 2025

WEB COPY

to make partial discharge of the said loan, the petitioner issued cheque for a sum of Rs.1,00,000/-. The cheque was presented for collection and the same was returned dishonoured for the reason 'kindly contact drawer, drawee bank and please present again'. On issuance of statutory notice, the respondent lodged complaint.

4. A perusal of the reply notice sent by the petitioner for the complaint revealed that the petitioner and the respondent are friends with regards to money transaction. The petitioner borrowed so many amounts and the same were duly repaid to the respondent. Due to the said understanding between them, the respondent had given a false promise to the petitioner as if to mortgage the property to avail huge sum of loans for starting various business such as super market, petrol bunk, sea boating, omni bus, etc. in partnership. Believing the said words, the petitioner transferred three immovable properties in favour of the respondent. That apart, the petitioner also handed over the deposit of title deeds by mortgaging to avail loan from the bank. However, the respondent as promised by him, failed to avail any loan from the bank to start any

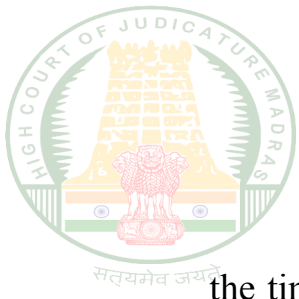


Crl.O.P.No.9129 of 2025

WEB COPY

business. Though the petitioner repaid the entire loan amount, the respondent failed to return the cheques (including the cheque in involved in this case), pronotes and other documents which were received as security at the time of borrowing loan. Further, all the cheques (including the cheque in involved in this case) were returned dishonoured for the reason 'contact drawer, drawee bank, present again'.

5. Admittedly, the respondent failed to contact the petitioner and never represented the cheque. Therefore, what is the original reason for returning the cheque is not stated in the notice and it would not amount to offence under Section 138 of NI Act. The alleged cheque was not returned for any of the reason as if mistake committed by the petitioner. Further, on perusal of complaint, the entire allegations are bald and vague and the respondent did not even stated what was the amount borrowed by the petitioner and on what date. Simply he stated that towards discharge of partial liability, the petitioner issued cheque. The cheque is dated 30.12.2020. Therefore, no prudent man would have issued cheque for that amount. It shows that the cheque was issued for the purpose of security at



CrI.O.P.No.9129 of 2025

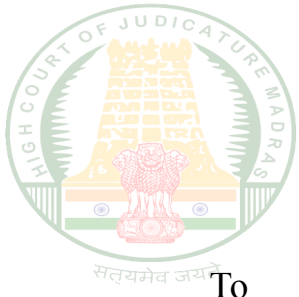
WEB COPY

the time of availing loan. Admittedly, the petitioner had executed sale deed in favour of the respondent in respect of three immovable properties by the registered sale deeds. Further, the petitioner lodged complaint for the offence committed by the respondent and the same has been registered in Crime No.99 of 2022 on the file of the Central Crime Branch Chennai for the offence under Sections 420 and 406 of IPC. Pursuant to the registration of FIR, the respondent was also arrested and remanded to judicial custody. Thereafter, he was granted bail. Therefore, the present complaint is nothing but clear abuse of process of law and it cannot be sustained. As such, the impugned proceedings are liable to be quashed.

6. Accordingly, the entire proceedings in STC.No.186 of 2021 on the file of the learned Judicial Magistrate, Thiruvottiyur are quashed and the criminal original petitions is allowed. Consequently, connected miscellaneous petitions are closed.

28.04.2025

Index: Yes/No
Neutral Citation/Yes/No
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Crl.O.P.No.9129 of 2025

To
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1. The Judicial Magistrate,
Thiruvottiyur.
2. The Public Prosecutor,
High Court, Madras.



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Crl.O.P.No.9129 of 2025

G.K.ILANTHIRAIYAN, J.

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Crl.O.P.No.9129 of 2025

28.04.2025