IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05.08.2025

CORAM:

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

Crl.R.C.No.1073 of 2025
and Crl.M.P.No.13895 of 2025

The State of Tamil Nadu Rep. by
The Inspector of Police,
Crime Branch CID,
Cyber Crime Cell,
Egmore, Chennai – 600 008. ... Petitioner

Vs.

Vikranth Choudhari ... Respondent

**PRAYER**: Criminal Revision has been filed under Section 438 r/w 442 of the Bharatiya Nagarik Suraksha Sanhita, 2023, praying to call for the records in Crl.M.P.No.12141 of 2024 in C.C.No.7138 of 2023 in Crime No.03 of 2018 dated 18.12.2024, learned Metropolitan Magistrate for exclusive Trial of CCB Cases (Relating to Cheating Cases in Chennai) and CBCID Metro Cases, Egmore, Chennai and to set aside the said order.

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| For Petitioner | : | Mr.A.Gopinath<br>Government Advocate (Crl. Side) |
| For Respondent | : | Mr.R.Vivekananthan |

**ORDER**

This Criminal Revision has been preferred as against the order dated 18.12.2024, passed by the learned Metropolitan Magistrate for exclusive Trial of CCB Cases (Relating to Cheating Cases in Chennai) and CBCID Metro Cases, Egmore, Chennai, in Crl.M.P.No.12141 of 2024 in C.C.No.7138 of 2023, thereby allowing the petition to discharge the petitioner from the case.

2. The case of the prosecution is that the defacto complainant company is in the business of distribution of all categories of information and telecom products. During the month of April, 2017, the accused company viz., TSN Eco Tech International Private Limited approached the defacto complainant for a dealership for the supply of goods such as iPhones and accessories on credit basis. At the time of the taking dealership, the first accused company submitted two forged bank guarantees and also issued six postdated cheques as additional security. As per the agreement, the defacto complainant company supplied 251 Apple iPhones to the first accused company, six times between 22.04.2017 to 12.05.2017 for the total sale consideration of Rs.2,30,14,565/- by six invoices. The accused company paid only a sum of Rs.32,50,000/- and the remaining amount was not paid. The cheques issued by the accused company were also dishonoured for the reason

"funds insufficient". While the defacto complainant invoked bank guarantee, it was found that both the bank guarantees were fake ones and were submitted by forging the signature of the bank.

3. On the complaint, the petitioner registered the FIR in Crime no.3 of 2018 for the offence punishable under Section 120(b), 420, 465, 467, 468 of IPC r/w 109 of Cr.P.C. After completion of investigation, the petitioner filed final report and the same has been taken cognizance by the trial Court. The petitioner is arrayed as eighth accused out of nine accused. While pending the case in framing of charges, the petitioner filed petition to discharge him from all the charges and the same was allowed by the trial Court. Aggrieved by the same, the present revision has been filed by the Investigation Officer.

4. The respondent filed petition to discharge him from all the charges on the ground that, the respondent was only a mobile phone distributor and had purchased iPhones from the first accused and sold the same to other distributors in Chennai. The respondent doesn't know that the first accused company had acquired dealership by committing fraud and producing fake bank guarantees. As far as the petitioner is concerned, he is only a genuine buyer and he has nothing to do with the allegation levelled against the first

accused company. In fact, it was reflected in the final report that the petitioner did not commit any fraud or involved in any offence. Even according to the document collected by the petitioner herein no incriminating material is available as against the respondent to attract any of the charges. The respondent has been implicated as an accused only on the confession statement of the fourth accused. The confession statement is not a piece of evidence and it has no legal sanctity since it is inadmissible in evidence.

5. The learned Government Advocate (Crl. Side) appearing for the petitioner submitted that there are incriminating materials available as against the petitioner. He is the master brain behind the entire crime. He only created the bank guarantee by forging the signature and submitted the same before the defacto complainant company to get dealerships from the defacto complainant company. On verification, the bank guarantees produced by the first accused are forged ones and there were no such bank guarantees by the Axis Bank Limited, Nabapally Branch, West Bengal. During the investigation, it was revealed that the petitioner had knowledge and intention to cheat the complainant and conspired with other accused persons and submitted two fabricated bank guarantees for the sum of Rs.1,00,00,000/- each. Further all the accused persons colluded together and sold the mobile phones purchased from

the defacto complainant and failed to repay any amount. Therefore, all the accused persons have committed the offence in an organized manner with a network all over India. They obtained dealership by producing fake and fabricated bank guarantees or letter of credit. Thereafter the payments were done promptly for a while to the complainant company, so that the complainant company would not have doubt over the genuineness of the bank guarantees. However, when the accused failed to make payments for which, when the complainant company invoked the bank guarantees, it came to know that the bank guarantees produced by the accused were fake ones. The learned Government Advocate (Crl. Side) also produced the statement of L.W.17 and L.W.18.

6. Heard the learned counsel appearing on either side and perused the materials placed before this Court.

7. On perusal of the statement of L.W.17, it is revealed that he was working under the respondent as accountant. The entire work of the first accused company was done in the respondent's office. While being so, the respondent and other accused persons had decided to purchase the mobile phone by producing fake bank guarantees. The respondent was one who

fabricated the bank guarantees by forging the signature of the banker and produced the same before the defacto complainant along with other accused persons. The statement of L.W.18 also revealed the same who was also working in the respondent company. Without even considering those materials which were very much available along with the final report, the trial Court mechanically discharged the respondent from all the charges. The trial Court did not even discuss about the statement of the witnesses and only relying upon the statement of the Investigating Officer, concluded that there is no material to connect the respondent with the first accused company for creating fabricated bank guarantees. Hence, the order passed by the trial Court cannot be sustained and is liable to be set aside.

8. In view of the above discussions, the order dated 18.12.2024, passed by the learned Metropolitan Magistrate for exclusive Trial of CCB Cases (Relating to Cheating Cases in Chennai) and CBCID Metro Cases, Egmore, Chennai, in Crl.M.P.No.12141 of 2024 in C.C.No.7138 of 2023, is hereby set aside. The trial court viz., learned Metropolitan Magistrate for exclusive Trial of CCB Cases (Relating to Cheating Cases in Chennai) and CBCID Metro Cases, Egmore, is directed to frame the charges as against the respondent forthwith and proceeding with trial in accordance with law.

9. Accordingly, the Criminal Revision Case stands allowed. Consequently, connected miscellaneous petition is closed.

05.08.2025

Internet:Yes
Index:Yes/No
Speaking/Non speaking order

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To

1. The Metropolitan Magistrate
for exclusive Trial of CCB
Cases (Relating to Cheating
Cases in Chennai) and
CBCID Metro Cases,
Egmore, Chennai .

2. The Public Prosecutor,
Madras High Court,
Chennai.

**G.K.ILANTHIRAIYAN. J,**

rts

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