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CRL RC No. 1776 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22-09-2025

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THE HONOURABLE MRS.JUSTICE T.V.THAMILSELVI

CRL RC No. 1776 of 2025

1. B.Mohammed Tajudeen
S/o.Mohammed Budrudeen, No.11/1,
Parthasarathy Street, Jawaharlal Nagar,
Chennai.

Petitioner(s)

Vs

1. State rep. by
The Inspector of Police, M1,
Madhavaram Police Station, Chennai.

2.Syed Abdul Kareem
S/o.Syed Abdul Jabbar, No.49, 2nd
Floor, Chennai - 600 056. Also residing
at No.38/34, T.V.K.Nagar, 6th Street,
Pulianthope, Chennai - 600 012.

Respondent(s)

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PRAYER

To call for the entire records relating to this case and set aside the order passed by the Learned District Munsif cum Judicial Magistrate, Madhavaram in Crl.M.P.No.2002 of 2024 dated 03.12.2024 and direct the 1st respondent to register the complaint dated 10.08.2024 of the petitioner and pass such further or other orders as this Honble Court.

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For Petitioner(s): W.M.Abdul Azeez
K.Abdul Owais
U.Meharunisha

For Respondent(s): Dr.C.E. Pratap,
Government Advocate (Crl. Side)

JUDGEMENT

This Criminal Revision Case has been filed to call for the entire records relating to this case and set aside the order passed by the Learned District Munsif cum Judicial Magistrate, Madhavaram in Crl.M.P.No.2002 of 2024 dated 03.12.2024 and direct the 1st respondent to register the complaint dated 10.08.2024 of the petitioner.

2. When the petitioner was searching a house for rent, he came across an advertisement in the "Nobroker.Com" website that one apartment situated at Flat No. 701, B-Block, 7th Floor of 99 Delights Buildings, Door No.1, Jawaharlal Nehru Road, Ponniannamnedu, Kolathur, Chennai – 600 099 was advertised by the one Reka/wife of the second respondent, as owner of the premises and the said premises would be accommodated by paying an interest free deposit of Rs. 15,50,000/- for a period of three years which is refundable. Based on the said advertisement the petitioner had spoken to said Rekha on 29.08.2023 and visited the premises. On 01.09.2023, upon instruction from the said Rekha, the petitioner had handed over a sum of Rs.15,50,000/- as lease amount for the above mentioned house and lease period was fixed for three years(01.09.2023 to 31.08.2026) to that effect triparty lease agreement was executed. In the said



agreement, neither the second respondent nor Rekha were sated as owner of the said property, one Kamatchi was named as the owner of the property when same was questioned by the petitioner, he told that both the original owner and her husband are residing in a foreign country and that he was entrusted to let out the property on lease and the petitioner accepted their version. Thereafter, on 19.06.2024, the officials from the Canara Bank, Padianallur branch had visited the said house and informed that the said house was mortgaged with their bank. Thereafter, the petitioner contacted the second respondent, second respondent assured to return the lease amount, but he refused to hand over the lease amount further abused and threatened him. Subsequently, the petitioner filed the complaint before the first respondent police on 03.03.2025 and he received a receipt in CSR No. 250 of 2025 but the first respondent police has not considered his complaint. Subsequently, the petitioner filed the private complaint before the District Munsif cum Judicial Magistrate, Madhavaram, under Section 156(3) Cr.P.C but the same was dismissed by the Court vide order dated 03.12.2024 holding that it is legally enforceable contract between the parties, if at all any infringement they are directed to approach the Civil forum as well as SARFAESI Act to safeguard his rights. Aggrieved over the same, the petitioner filed this revision.

3. The learned counsel for the petitioner submits that there is prime facie material against the respondent but the Trial Court has failed to consider the



petitioner's prayer. Hence, he prays to allow this case.

4. On perusal of the records, it is alleged in the complaint that based on the advertisement given in Nobroker.com website by the one Rekha for leasing the house, the petitioner has approached one Reka/wife of the second respondent. After deliberations, the petitioner had paid a sum of Rs.15,50,000/- as lease amount to the respondent and fixed three years as lease period to that effect they executed triparty agreement. Later, the petitioner came to know that property is mortgage with Canara bank, Padianallur Branch and borrower did not paid back the loan amount and no other way except to sell the property through auction. Further, there was E-mail conversation between the petitioner and the second respondent, which was confirmed by the second respondent. Therefore, prima facie case made out case against the accused but the Court below erroneously dismissed Crl.M.P.No.2002 of 2024 as such is erroneous and liable to set aside. Further, the first respondent police is directed to register the FIR and investigate the case as per manner known to law.

5. In the result, this Criminal Revision Case is allowed.

22-09-2025

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Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No



To

1. The Inspector of Police, M1,
Madhavaram Police Station, Chennai.
2. The District Munsif cum Judicial
Magistrate, Madhavaram.
3. The Public Prosecutor, High Court,
Madras.

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T.V.THAMILSELVI J.
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