

CRL RC(MD)No.301 of 2022

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 18.06.2025

CORAM:

THE HONOURABLE MRS.JUSTICE L.VICTORIA GOWRI

CRL RC(MD)No.301 of 2022

V.Madurai Veeran

... Petitioner

Vs.

1.P.V.Dharmalingam

2.Yasodha

3.The State of Tamil Nadu,
Rep. by,
the Inspector of Police,
Melur Police Station,
Madurai city.

... Respondents

*(R3 is impleaded as per the order of this Court dated
26.03.2025 in CrI.MP.(MD)No.4069 of 2025 in
CrI.RC(MD)No.301 of 2022)*

PRAYER: Criminal Revision Petition is filed under Section 438 r/w 442 of BNSS, to call for records relating to the order passed by the learned Judicial Magistrate, Melur, in Cr.M.P.No.667/2021, dated 16.11.2021 and set aside the same.

For Petitioner : Mr.M.Muthumalan,

For T.A.Ebenezer

For R-1 & R-2 : No appearance

For R-3 : Mr.S.S.Manoj,
Government Advocate
(Criminal side)



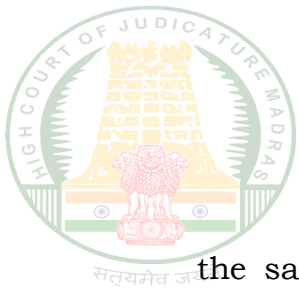
CRL RC(MD)No.301 of 2022

ORDER

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This Criminal Revision Petition is filed to call for the records relating to the order passed by the learned Judicial Magistrate, Melur, in Cr.M.P.No.667/2021, dated 16.11.2021 and set aside the same.

2. The claim of the petitioner is that the petitioner had entered into an agreement for sale with respect to the property situated at Sivagangai District, Thirupattur Taluk, Thirupattur Sub Division A.Melaiyoor, Patta No.1090(1) Survey No.169/4C1 punjai in 0.45.0 ares 1 acre 11 cent property (2) Survey No.169/4C2 Punjai in 0.03.074 cent property, (3) Survey No.169/4C3 wetland in 1.56.0 in 3 acres 35 cents land comprising a total area of 70 cents with the respondents 1 and 2 herein, on receipt of an advance amount of Rs.2,00,000/- (Rupees Two Lakhs only) from the petitioner for a total consideration of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only). However, the said agreement for sale was not further materialized even after a period of one year and hence, on 28.09.2020, the petitioner had lodged a police complaint before the 3rd respondent police. Due to the inaction of the 3rd respondent police, the petitioner filed a petition under Section 156(3) of Cr.P.C, before the learned Judicial Magistrate Court at Melur, in Crl.M.P.No.667 of 2021. The learned Judicial Magistrate had dismissed



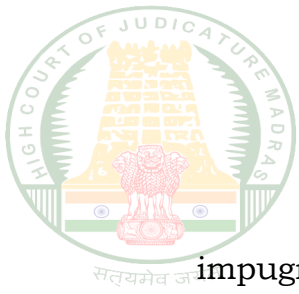
CRL RC(MD)No.301 of 2022

the same. Challenging the said order, this Criminal Revision case is filed.

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3. The learned counsel appearing for the petitioner submitted that having agreed to execute the sale deed in favour of the petitioner herein within a period of three months, the same was not done by the respondents 1 and 2 herein, and that apart, the report was filed before the learned Trial Court by the 3rd respondent police and the same would also reveal the fact the respondents 1 and 2 had received an advance amount of Rs.2,00,000/- (Rupees Two Lakhs only) and they had failed to return the same in their reluctance to execute the sale deed in favour of the petitioner herein. Hence, this is a fit case for directing the 3rd respondent police to register a First Information Report. However, the learned Judicial Magistrate had erred in passing the impugned order by dismissing the petition filed by the petitioner herein.

4. The learned counsel for the respondents 1 and 2, reported no instructions. However, the learned Government Advocate (Crl.side) Mr.S.S.Manoj submitted that no infirmity could be found in the



CRL RC(MD)No.301 of 2022

impugned order for the reason that the nature of the issue involved is only with respect to the breach of contract which will not amount to any criminal offence and hence, the impugned order need not be interfered with.

5. Heard the learned counsels appearing on either side and carefully perused the materials available on record.

6. A careful perusal of the agreement for sale dated 28.01.2019 would reveal that the same is an unregistered agreement for sale and the same has been executed by the petitioner herein with the 1st and 2nd respondents wherein the 1st and 2nd respondents have agreed to execute a sale deed with respect to the 50 cents comprised in Survey Nos. 169/4C1, 169/4C2 and 169/4C3 of Thirupattur Sub Division A.Melaiyoor, in Patta No.1090(1) within a period of three months. However, there is no clause in the said agreement stating that in case of default of execution of sale deed, the advance amount of Rs.2,00,000/- (Rupees Two Lakhs only) will be refunded. No doubt, the report of the 3rd respondent police had confirmed that the receipt of Rs.2,00,000/- (Rupees Two Lakhs only) as advance by the the petitioner herein to the



CRL RC(MD)No.301 of 2022

respondents 1 and 2. The learned Trial Court having observed that the unregistered sale deed which is enforceable by law since it amounts to breach of contract had concluded that the relief for the petitioner herein would lie before the Civil Court of competent jurisdiction, I don't find any demerit in the said finding and it is not necessary to interfere with the impugned order.

7. Accordingly, the Criminal Revision Case is dismissed. No costs.

18.06.2025

NCC : Yes / No
Index : Yes / No
Internet : Yes
Sml

To

- 1.The Judicial Magistrate,
Melur.
- 2.The Inspector of Police,
Melur Police Station,
Madurai city.
- 3.The Additional Public Prosecutor,
Madurai Bench of Madras High Court,
Madurai.



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CRL RC(MD)No.301 of 2022

L.VICTORIA GOWRI, J.,

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CRL RC(MD)No.301 of 2022

18.06.2025