BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Reserved on	07.11.2025
Pronounced on	19.11.2025

CORAM

THE HON'BLE MR.JUSTICE SUNDER MOHAN

Crl.O.P.(MD) No.16520 of 2024
and
Crl.M.P.(MD) No.10363 of 2024

K.Sivaraj ... Petitioner

Vs.

1.The State of Tamil Nadu rep. by
The Inspector of Police,
Batlagundu Police Station, Dindigul.
(Crime No.400 of 2024)

2.F-Robin Power Solutions Pvt. Ltd.,
Represented by its General Manager,
Mr.Johnson, S/o.Savari Muthu,
Door No.6/600, Chinnupatti,
Reddiyapatti Post,
Nilakottai Taluk, Dindigul District. ... Respondents

Prayer : Criminal Original Petition filed under Section 528 of Bharathiya Nagarik Suraksha Sanhita, 2023 to call for the records pertaining to FIR in Crime No.400 of 2024 dated 16.09.2024 on the file of the first respondent police and quash the same.

For Petitioner : Mr.R.Vivekanandan, Senior Counsel
for Mr.P.Sathyanathan

For R1 : Mr.K.Sanjai Gandhi
Government Advocate (Crl. Side)

For R2 : Mr.N.R.Elango, Senior Counsel
for Mr.I.Vel Pradeep

ORDER

This Criminal Original Petition has been filed seeking to quash the impugned F.I.R. in Crime No.400 of 2024, registered against the petitioner for the offence punishable under Section 318(4) of the Bharatiya Nyaya Sanhita (BNS), 2023 [corresponding to Section 420 of the Indian Penal Code, 1860].

2. The gist of the allegations in the impugned F.I.R. is that the petitioner had approached the second respondent/defacto complainant in January 2022 and requested him to sell 50 Acres of land in Viralipatti Village for the petitioner's business purposes; that since the persons managing the petitioner's company were known to the second respondent/defacto complainant, he agreed to execute sale deeds in favour of the petitioner; and that the second respondent/defacto complainant executed four sale deeds in the following manner:

Sl. No	Sale Deed Document No.	Sale Deed Date	Extent of Land	Sale Consideration	Cheque No.
1	403/2022	01.02.2022	25 Acres 55 cents	Rs.12,33,500/-	957206
2	404/2022	01.02.2022	3 Acres 67 cents	Rs.65,00,000/-	957205
3	1915/2022	04.05.2022	7 Acres 36 cents	Rs. 3,51,000/-	033971
4	2539/2022	10.06.2022	10 Acres 39 cents	Rs. 4,20,000/-	033982
Total			**46 Acres 97 cents**	**Rs.85,04,500/-**	

that the total sale consideration for 46 Acres and 97 Cents was fixed at Rs.85,04,500/-; that though it is stated in the sale deeds that cheques were issued in favour of the second respondent/defacto complainant, the petitioner had not issued any cheques and had thus committed the offence punishable under Section 318(4) of the Bharatiya Nyaya Sanhita, 2023.

3. Mr.Vivekanandan, learned counsel for the petitioner, submitted that the impugned F.I.R. is an abuse of process of law; that the F.I.R. has suppressed the fact that the petitioner and the second respondent/defacto complainant had entered into an agreement for erecting a solar power plant for a total value of Rs.125,18,00,000/- (Rupees One Hundred and Twenty Five Crores and Eighteen Lakhs only); that the said value includes the value of the land and the cost of erection of the solar power

plant, and that the power plant was erected on the land in question; that thereafter, the 20 MWs which was agreed to be installed was reduced to 16 MWs and the value was reduced to Rs.102,00,12,160/-; that the second respondent/defacto complainant had received the said payment; that in spite of the receipt of the said payment, the second respondent/defacto complainant has now come up with false allegations two years after the execution of the sale deeds, alleging that the cheques were not handed over by the petitioner; that the petitioner had also lodged a complaint in Crime No.7 of 2024 against the second respondent/defacto complainant with regard to certain disputes; that the second respondent/defacto complainant sought to quash the said F.I.R. in Crl.O.P.No. 16936 of 2024, which was dismissed by this Court and confirmed by the Hon'ble Supreme Court; that the second respondent/defacto complainant had filed a suit in C.O.S.No.1 of 2024 before the Principal District Court, Dindigul, for recovery of Rs.2,19,50,930/-, and in the said suit, there is no reference to non-payment of sale consideration by the petitioner; that the second respondent/defacto complainant had also filed another suit in O.S.No.540 of 2024 before the Principal District Court, Dindigul, seeking a declaration that the sale deeds executed in favour of the petitioner are not valid for non-payment of sale consideration, which is pending; and that the actions of the second respondent/defacto complainant, both in filing the impugned F.I.R. and the subsequent suit, are an afterthought and that in any case, the allegations would not attract the offence under Section 318(4) of the Bharatiya Nyaya Sanhita, 2023.

4. Mr.N.R.Elango, learned Senior Counsel for the second respondent/defacto complainant, submitted that the sale deeds have nothing to do with the agreement between the petitioner and the second respondent/defacto complainant with regard to the erection of the power plant; that the petitioner has made a false averment before this Court stating that the two transactions are interconnected; that the petitioner had never handed over the cheques to the second respondent/defacto complainant; that since the petitioner had promised to hand over the cheques, the second respondent/defacto complainant did not take any immediate action; that the delay in lodging the F.I.R. would not mean that the allegations do not attract the offence under Section 318(4) of the Bharatiya Nyaya Sanhita, 2023; and that the investigation cannot be scuttled at this stage, and therefore, sought for dismissal of this quash petition.

5. The learned Senior Counsel also referred to the contract orders wherein the value in the tax invoice was reduced to Rs102,00,12,160/-, and there is no reference to the land therein.

6. The learned Additional Public Prosecutor appearing for the first respondent police reiterated the averments made in the F.I.R. and submitted that the investigation is at a nascent stage and cannot be scuttled; and that it is for the first respondent to ascertain whether the offence of cheating is made out on the facts of the case, and hence opposed the prayer for quashing.

7. As stated earlier, the gist of the allegations is that the petitioner had purchased properties measuring a total extent of 46 Acres and 97 Cents by way of four sale deeds; that though the sale consideration is said to have been paid by cheques, the petitioner did not hand over the cheques. As stated earlier, the sale deeds pertain to the year 2022. It is not known as to why the second respondent/defacto complainant chose not to demand the cheques mentioned in the sale deeds. There is absolutely no communication from the second respondent/defacto complainant calling upon the petitioner to hand over the cheques.

8. Be that as it may, the respondents admit that there was an agreement between the petitioner and the second respondent/defacto complainant, and that there was also a purchase order placed by the petitioner for installing a solar power plant on a turnkey basis for 20 MW. It is also not disputed by the second respondent/defacto complainant that the power plant was erected on the lands which were sold by the second respondent/defacto complainant to the petitioner under the four sale deeds mentioned above. In fact, in the F.I.R., the survey numbers of the lands have been mentioned, which are as follows:

> 1308/2, 1308/3, 1306/3, 1306/3, 1306/4, 1306/5, 1305/3, 1308/1, 1309/3, 1310/1, 1310/2A, 1310/4, 732/1B, 733/2A, 1301/1, 1306/1, 1307/4, 1310/3A, 1310/1B, 1305/1, 1306/2, 732/5, 733/4, 732/4B, 733/3, 733/1, 736/3H & 731/1C

9. In the related proceedings granting approval for the establishment of 2 MW out of 16 MW of the solar power plant, TANGEDCO issued a letter dated 30.09.2022. A scanned copy of the said order reads as follows:

TAMILNADU GENERATION DISTRIBUTION CORPORATION

Office of the Superintending Engineer,
Dindigul EDC/Dindigul

Memo No. SE/DEDC/DGL/AEE/GL/AE1/F.SPP Dkt/ D.No.1092/22. dt. 30.09.2022

Sub: Elecy – Dindigul EDC – Solar Power Plant – M/s.Sivaraj Spinning Mills Private Limited, establishment of 2 MW out of 16 MW solar power plant at SF.Nos.1308/2,1308/3, 1306/3,1306/4,1306/5,1305/3,1308/1,1309/3, 1310/1,1310/2A, 1310/4,732/1B,733/2A, 1301/1, 1306/1,1307/4,1310/3A,1310/1D,1305/1,1306/2,732/5, 733/4,732/4B,733/3, 733/1,736/3731/1C of Viralpatti Village, NilakottaiTaluk, Dindigul District – **Interim Connectivity** – Commissioning approval accorded – Regarding

Ref:- Lr. No. EE/O&M/BTL/F.M/s.Sivaraj Spinning Mills Private Limited-2MW(Out of 16 MW) /D No.2543/22, dt.30.09.2022
2) Lr No.EE/WFP/UTD/F. M/s. Sivaraj Spinning MillsPrivate Limited – 2 MW (Out of 16 MW)/ D.1847 /22, Dated 30/09/022

****

As requested by the Executive Engineer/Batlagundu under reference (1) cited above, approval is hereby accorded for Interim Connectivity to the below mentioned solar power plant.

Sl. No.	Name of the Promoter	Location of SPV plant	Name of the Sub Station & Feeder	Capacity	SPG HTSC No.
1.	M/s.Sivaraj Spinning Mills Private Limited, 207/86, Mangalam road, Kuruvampalayam, Tirupur – 641604	SF.Nos.1308/2,1308/3, 1306/3 1306/4,1306/5,1305/3,1308/1,1309/3,1310/1,1310/2A, 1310/4,732/1B, 733/2A, 1301/1, 1306/1,1307/4, 1310/3A,1310/1D,1305/1,1306/2,732/5,733/4,732/4B,733/3, 733/1, 736/3731/1C of Viralpatty Village, NilakottaiTaluk, Dindigul District	Already erected 22kV Theni Guru Krishna Textile mills Solar Feeder fed from Batlagundu 110/22KV SS at 22KV Level	2 MW out of 16 MW	05951450 0138

This approval is subjected to the conditions mentioned in the following references:-

1) Director/ Generation's Lr.No. 006953-1/L.22/F.M/s.Sivaraj Spinning Mills Private Limited 2 MW/2022, Dated 20.07.2022 (NFR)
2) Director/ Generation's Memo.No. Lr.No.006953-2/L.22/F.M/s.Sivaraj Spinning Mills Private Limited– 2 MW (Out of 16 MW) / 2022, Dated 28/09/2022
3) Lr No.EE/WFP/UTD/F. M/s. Sivaraj Spinning MillsPrivate Limited – 2 MW (Out of 16 MW)/ D.1847 /22, Dated 30/09/022
4) CEIG Lr No. 817/SPP/CEIG/DE/SC/2022-2, Dated 29/09/2022
5). The MRT Clearance from WFP/UDT should be obtained before commissioning of SPG.

The test report obtained from the promoter should be submitted to the this office (AO/R/HTS) immediately on commissioning of SPG.

SUPERINTENDING ENGINEER,
DEDC/ DINDIGUL

To
The Executive Engineer/Batlagundu.

Suitable operating instructions may be drafted and communicated to all the operation & maintenance and sub - station personnel concerned to ensure safe operation and maintenance of lines and equipments involved.

Copy to Executive Engineer /WFP/Udumalpet (Through Email only)
Copy to Executive Engineer / MRT / Dindigul (Through Email only)
Copy to Superintending Engineer/NCES/ Udumalpet (Through Email only)
Copy to Superintending Engineer/Operation / Madurai (Through Email only)
Copy to Superintending Engineer/PBL/Madurai (Through Email only)
Copy to Asst. Executive Engineer/West/Batlagundu.
Copy to Asst Executive Engineer /MRT/WFP/Udumalpet
Copy to Asst. Engineer/110/22 KV Batlagundu SS (Through Email only)
Copy to Accounts officer/Rev/C O/Dindigul (Through Email only)
Copy M/s.Sivaraj Spinning Mills Private Limited, 207/86, Mangalam road, Kuruvampalayam, Tirupur – 641604

10. The survey numbers mentioned in the above approval order are the same as those that were sold by the second respondent/defacto complainant to the petitioner. Further, the scanned copy of the purchase order for erection of the power plant dated 29.12.2021 reads as follows:

SSM

SRI SHANMUGAVEL MILLS (P) LIMITED

(Weaving Division)

Factory at : Kottaiyur, Agaram Village, Thadicombu - 624 709, Dindigul Taluk, Dindigul Dist.,
Phone : 0451 - 2557001, 2557002, 2557332, 2557532 Fax : 0451 - 2557225, 2557259
E-mail : ssmgroup@vsnl.com, ssmgroup@sify.com, URL : www.ssmindia.com

Regd. Office : 207, Mangalam Road, Karuvampalayam, Tirupur - 641 604, Tamil Nadu, India.
Phone : 0421- 2205031 - 35, Fax : 0421-2205036, E-mail : ssmgroup@eth.net

TIN No. : 33875260214 IAC No. : 270 CST No. : 129719/6-9-80 I.E. Code No. : 3290003124/26-2-91 PA No. :AADCS8200N

PURCHASE ORDER

Vendor Details	Order Details
F.Robin Power Solutions Private Limited,	Purchase Order Ref: SSMWVG/Solar211
6/192, Sf No 401/3a1, Combaipatty Village,	Date 29-Dec-21
Main Road Chinnupatti, Reddiyapatti Po,	Currency INR
Nilakottai Taluk Dindigul Dindigul TN 624202	Vendor Reference Details
Email: robinpowersolutionsindia@gmail.com	Offer Ref# FRPS/UT/20MW/SSM/001
Mobile: 8344560006	Dated : 29-Dec-2021

Ordering of 20 MW(AC) / 26.00 MW (DC) Grid Connected Solar Power Plant on Turn Key Basis

The Purchase order Consitutes of Purchser's offer to Vendor Upon the Terms & Conditions stated herein and shall become a binding Contract, when is accepted either by vendors Acknowledgement or Performance. The purchase order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by Vendor are objected to and hereby rejected, including without limitation, Vendor's quotation or acknowledgement forms. Any reference in the Purchase Order to Vendor's quotation or proposal does not imply acceptance of any terms or conditions in that quotation or proposal. It is important that Vendor signs and returns the Purchase Order copy within (3) days of receipt. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment that may be due to and may be a cause of termination of this Purchase Order.

Total Order Value (Inclusive of all Taxes, Levies & Duties) : Rs.1,25,18,00,000.00

Amount in words Rupees One Hundred Twenty Five Crore Eighteen Lakh Only

Commercial Conditions

1. Scope:

Scope Of Work Includes acquisition of Land in the Name of Buyer, Getting all required Approvals from concerned Gov., Departments in the name of Buyer,Design, Engineering, Erection, Testing & Commissioning Of 20 Mw (Ac) / 26.00 Mw (Dc) Grid Connected Solar Power Plant - on Turn Key Basis

2. Payment Terms

First Advance of upto 3% of the total Contract value along with PO , Next 5% as Advance payment on Acquisition of Land, Further 16% At the time evacuation submission of paper at concern authorities, Further 50% will be disbursed for the Delivery of Materials at Sight. Balance 48% of Paymnets will be released at Mutual Concern of both the parties.

For SRI SHANMUGAVEL MILLS (P) LTD
(Weaving Division)
Authorised Signatory

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SRI SHANMUGAVEL MILLS (P) LIMITED
(Weaving Division)
Factory at : Kattaiyur, Agaram Village, Thadicombu - 624 709, Dindigul Taluk, Dindigul Dist.,
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Following documents shall be submitted along with the invoice for claiming this payment

i) Original Tax Invoice.
ii) Dispatch Documents covering, packing list, Delivery Challan, Lorry receipts.
iii) Material verification certificate issued by FRPSPL representative.
iv) Material dispatch clearance certificate issued by FRPSPL representative.
v) Material Receipt Note at Site issued by FRPSPL representative.
vi) Appropriate quality assurance records/documents as per agreed quality plan.
C)5% of Basic Supply Price shall be paid within 45 days of submission of 5% PBG valid till warranty (5 years) period.

3. Taxes and Duties :

The rates are inclusive of all taxes, duties and levies excluding Service tax @ 18% which shall be paid extra as per the prevailing rates
GST Compliance:
(i) GST invoice should be strictly as per GST Act
(ii) Declare such invoice in his GSTR-1 Return for the month of providing supplies.
(iii) Payment of GST to statutory authorities within prescribed time. In case GST credit is delayed/denied to Buyer due to non/or delayed receipt of invoice or expiry of prescribed timeline in GST Law for availing such credit or for erroneous invoice or for any other reason not attributable to Buyer, GST amount shall be recovered from the Supplier along with interest
penalty leviable on Buyer. In case, Vendor delays declaring such invoice in his return and GST credit availed by Buyer is denied or reversed subsequently or refund not allowed as per GST Law, GST amount Paid by buyer towards such credit shall be recovered from supplier along with interest/Penalty levied/levialbel on buyer

4. Delivery Schedule :
As per the Proposed Schedule First Starting Date 01-May-2022 and Last End Date 10-Sep-2022 on stagewise

5. Anti Profiteering Clause

Notwithstanding anything contained in the Contract, in the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, or any change in the interpretation by the Supreme Court of India of any said Act or law, rules or regulations of Government of India or State Governments) or Public Body which becomes effective after the bid date to the completion of work including defect liability period, if any, which results in any decrease in the cost of the works through reduced liability of taxes & duties, increase in the input tax credits, the Supplier shall pass on the benefits of such reduced cost, taxes or duties to to the extent which is directly attributable to such Introduction of new legislation or change or amendment as mentioned above as per Anti-profiteering Rules, 2017, hereby, "Tax" or "tax" shall include taxes, duties, levies, cess and similar imposts by whatever name called whether in the nature of Indirect Tax or direct taxes and whether or not imposed by the Central government, state government, local or municipal authority or any other statutory body

For SRI SHANMUGAVEL MILLS (P) LTD
(Weaving Division)
K. Saravanan
Authorised Signatory

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SRI SHANMUGAVEL MILLS (P) LIMITED

(Weaving Division)

Factory at : Kottaiyur, Agaram Village, Thadicombu - 624 709, Dindigul Taluk, Dindigul Dist.,
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6. Documents Communication & Handover

All documents related to land, noc, EB side permission and approvals, communication etc., must be given to the buyer as and when received. All the documents like LR, DC, gate inpass, warranty, e-way bill for all the materials that are recieved in the site must be handed over to the company at Dindigul and a received signed copy must be maintained by the seller till project handover.

7. Modifications to the General Conditions of Contract :

1.Packing & Forwarding, Transportation, Transit Insurance Charges: Inclusive.

a) All items of Equipment shall be carefully and properly packed for movement by sea/rail/road transport and to withstand damages on account of inclement weather, rough handling etc. The packing shall allow for easy removal and inspection at site.

b) Any damage or loss to the Equipment or deterioration in the quality of Equipment during transport due to faulty Protection or insecure packing shall be to the Supplier's account.

2. Prices are firm and not subjected to escalation till complete execution of the order even though the execution of the order may take longer time than the delivery specified and accepted by you in the purchase order

3. Inspection: At your end. Test reports to accompany with the consignment. Inspection will be carried out as per TPS Specification.

4. Packing: Road worthy packing to be done. To be clearly labelled with TPS PART No / Description and Quantity.

5. Purchase Order Acknowledgement:

Your PO Acknowledgement should reach to us within 3 days after receipt of our purchase order, failing which it will be deemed as an unconditional acceptance of all terms and conditions including contents id the purchase order.

6. Documents Required:

The Following Two sets documents shall be submitted along with the supply and scan copy of the documents to be sent by E-mail before dispatch

a) Original Copy of Invoice,

b) Material test certificate

c) Guarantee/warranty certificate

d) Inspection reports/certificates

8.Penalty clause

1. If the projects is not completed as per the schedule given, then the seller should compensate the following

A. The interest charged by bank for the project

B. The revenue loss due to delayed project. The revenue loss will be calculated on the basis of maximum units generation possible from the last day of completion as per schedule, to till date and multiply by the value adjusted in the consumer side. For eg. 100 days delay and approximately 6000 units per mw generation means 6000x100x9 Rs per unit charges will be calculated. It must be settled by the supplier before handing over the project.

For SRI SHANMUGAVEL MILLS (P) LTD
(Weaving Division)
Authorised Signatory

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SRI SHANMUGAVEL MILLS (P) LIMITED
(Weaving Division)
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Phone : 0421- 2205031 - 35, Fax : 0421-2205036, E-mail : ssmgroup@eth.net
TIN No. : 33875240214 IAC No. : 270 CST No. : 129719/6-9-80 I.E. Code No. : 3290003124/26-2-91 PA No. :AADCS8200N

C. The completion date means, the date in which both parties sign the project completion report together in the loan sanctioned bankers premises.

D. No cost escalation is permitted for any delay due to sellers problem.

E. Court and police jurisdiction will be decided by the buyer solely.

9. Force Majeure :

The Force majeure Events shall include exceptional events or circumstances specified below: War, hostilities, invasion, act of foreign enemies. Rebellion, terrorism, revolution, military power or civil war. Riot, commotion, natural catastrophe such as earthquake, disaster, epidemic, fire, accident,flood or any act of God. If either party is prevented from performing any of its obligations under this order, by such cases of Force majeure, it shall give written notice to the other party, within 14 days of such occurrence to the events, describing the events and its effects supported by authentic evidences that are verifiable. The affected party shall, having given notice, be wholly or partially be excused from performance of such obligation for so long as such Force Majeure prevents it from performing them. Noparty shall have any claim/compensation for the loss incurred due to the force majeure conditions.

The party unable to perform the order due to the effect of force majeure events occurrence may, after consultation with the other party, extends the duration of this order by a period commensurate to the time actually lost due to the Force majeure occurrence. The other party shall not claim compensation for the loss thus incurred.

10.Warranty period:

Supplier is responsible for defect in design, material and workmanship for a period of 60 months from date of commissioning or 66 months from date of delivery whichever is earlier. Supplier shall be responsible for enforcing the warranties of all sub-suppliers for the relevant warranty period.

11. I/We have read and reviewed all the points in the all pages of this PO

For SRI SHANMUGAVEL MILLS (P) LTD
(Weaving Division)
Authorised Signatory

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11. It is not disputed by the second respondent/defacto complainant that the purchase order includes the land necessary for the erection of the power plant. Therefore, this Court is of the view that the contract for erection of the power plant and the sale deeds are connected with each other and cannot be treated as two different transactions.

12. That apart, in the suit filed by the second respondent/defacto complainant in C.O.S.No.1 of 2024 on the file of the Principal District Court, Dindigul, for recovery of Rs.2,19,50,930/- from the petitioner, the second respondent/defacto complainant has not referred to any alleged pending payment towards the sale deeds executed by him in favour of the petitioner. The case only refers to a balance payment of Rs.1,84,46,160/-, which is allegedly due from the petitioner. Thereafter, the second respondent/defacto complainant filed another suit before the Principal District Court, Dindigul, in O.S.No.540 of 2024, seeking a declaration that the sale deeds executed in favour of the petitioner are null and void, alleging that the cheques were not handed over. The said suit is pending before the Principal District Court, Dindigul.

13. It is no doubt true that, though civil proceedings are pending between the parties, criminal prosecution would not be barred. However, in the facts of the present case, as stated earlier, the second respondent/defacto complainant has not chosen to seek the return of the cheques for the past two years. The second respondent/defacto complainant has also not disclosed in the FIR the other inter-connected transactions between them and the petitioner, which involve the lands said to have been sold under the aforesaid sale deeds. In the light of the document, viz., the purchase order dated 29.12.2021, which is not disputed by the second respondent/defacto complainant and clearly shows that the said purchase order for installation of solar power plant included the lands in question, this Court is of the view that the criminal prosecution is an abuse of process of law.

14. Though it has been repeatedly held that the Courts must be slow in interfering with an FIR, the Hon'ble Supreme Court has also held that where the allegations are manifestly attended with *mala fides* and do not disclose the offences, the Courts are bound to interfere, as there is a growing tendency to convert civil disputes into criminal offences.

15. In a recent case in ***Anukul Singh vs. State of Uttar Pradesh and Another***, reported in 2025 SCC OnLine SC 2060, after elaborately considering its earlier judgments, the Hon'ble Supreme Court had held as follows:

> "*11.5. Thus, the cumulative principles that emerge are: while the jurisdiction under Section 482 Cr.P.C is extraordinary and must be exercised sparingly, it is the duty of the High Court to intervene where continuation of criminal proceedings would amount to an abuse of process of law, or where the dispute is purely of a civil nature and criminal colour has been artificially given to it. Conversely, where disputed questions of fact arise requiring adjudication, the matter must ordinarily proceed to trial.*"

16. This is not a case where two illiterate persons have entered into a sale transaction. The transaction is between two companies which are dealing with crores of rupees. Therefore, the allegations that the cheques were not handed over do not suggest deception, especially when there is not even a communication between the second respondent/defacto complainant and the petitioner, after the execution of the sale deeds, calling upon the petitioner to hand over the cheques. Hence, for all the above reasons, this Court is of the view that the impugned F.I.R. is an

abuse of process of law and is liable to be quashed. Accordingly, it is quashed.

17. In the result, this Criminal Original Petition is allowed. Consequently, the connected Miscellaneous Petition is closed.

19.11.2025

JEN
Index: Yes/ No
Neutral Citation: Yes / No
Speaking Order / Non-Speaking Order

Copy To:

1.The Inspector of Police,
Batlagundu Police Station, Dindigul.

2.The Additional Public Prosecutor,
Madurai Bench of Madras High Court,
Madurai.

SUNDER MOHAN, J.

JEN

Pre-Delivery Order made
in
Crl.O.P.(MD) No.16520 of 2024

19.11.2025