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Crl.O.P.Nos.2031 & 6307 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 09.03.2026

CORAM:

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

Crl.O.P.Nos.2031 & 6307 of 2023
and Crl.M.P.Nos.1151, 1152, 3978 & 3980 of 2023

Crl.O.P. No.2031 of 2023:-

S.Balachandran
S/o.Sundaram,
8/6, 9th Street,
Syndicate Colony,
Anna Nagar,
Chennai – 600 101.

..Petitioner

Vs

1. State Rep. By
Assistant Commissions of Police,
Central Crime Branch,
ALGSC-I, Greater Chennai Police,
Vepery, Chennai – 600 007.

2. The Inspector of Police,
Central Crime Branch – Team XXII,
Chennai.

3. K.Padma
W/o. Late Gilbert,
No.28, Gopalapuram 2nd Street,
Thiru. Vi.Ka.Nagar,
Chennai – 600 082.

..Respondent(s)



Crl.O.P.Nos.2031 & 6307 of 2023

PRAYER: Criminal Original Petition is filed under Section 482 of Cr.P.C., to call for the records pertaining to proceedings in C.C.No.140 of 2022 pending on the file of the learned Metropolitan Magistrate Court for trial of Land Grabbing Cases-II at Chennai and quash the same so far as it relates to the petitioner.

For Petitioner(s): Mr.R.Arumugam

For Respondent(s): Mr.A.Gopinath
Government Advocate (Crl. Side) For R1 & R2

Mr.R.Ravindra Ram for R3

Crl.O.P. No.6307 of 2023:-

S.Suriyakanth,
S/o.Selvaraj,
No.4, Pillayar Koil Street,
C. Pallavaram,
Chennai – 43.

..Petitioner

Vs

1. The State Rep. by
The Inspector of Police,
Central Crime Branch – Team XXII,
Veppary, Chennai-07.

2. K.Padma
W/o. Late Gilbert,
No.28, Gopalapuram 2nd Street,
Thiru. Vi.Ka.Nagar,
Chennai – 83.

..Respondent(s)



Crl.O.P.Nos.2031 & 6307 of 2023

PRAYER: Criminal Original Petition is filed under Section 482 of Cr.P.C., to call for the records pertaining to the proceeding in C.C.No.140 of 2022 pending on the file of the learned Special Metropolitan Magistrate (Land Grabbing Cases-II) Allikulam at Chennai and to quash the same.

For Petitioner(s): Mr.B.Kumarasamy

For Respondent(s): Mr.A.Gopinath
Government Advocate (Crl. Side) for R1

Mr.R.Ravindra Ram for R2

COMMON ORDER

These petitions have been filed to quash the proceedings in C.C.No.140 of 2022 on the file of the learned Special Metropolitan Magistrate (Land Grabbing Cases-II) Allikulam, Chennai, thereby taken cognizance for the offence punishable under Sections 406, 409, 420, 465, 467, 468, 471, 120B & 34 of IPC., as against the petitioners.

2. The petitioner in Crl.O.P.No.2031 of 2023 is arrayed as A1 and the petitioner in Crl.O.P.No.6307 of 2023 is arrayed as A3. For the sake of convenience, the parties are referred to as per their ranking in Crl.O.P.No.6307 of 2023.



Crl.O.P.Nos.2031 & 6307 of 2023

3. The defacto complainant viz., second respondent in

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Crl.O.P.No.6307 of 2023 lodged complaint alleging that she owned property comprised in survey No.19/3B, T.S.No.75/2, ad measuring 2707 sq.ft., situated at Thiru.Vi.Ka. Nagar, Perambur, Chennai. In order to sell the property, she had executed power of attorney in favour of the second accused on 07.07.2004 vide registered document No.1363 of 2004. However, the defacto complainant cancelled the power of attorney on 14.07.2004 itself for the reason that the first accused failed to avail any loan. Thereafter on 21.06.2013, the defacto complainant had executed a settlement deed vide document No.2120 of 2013 in favour of her granddaughter.

4. While being so, the third accused along with other persons demanded the defacto complainant to vacate and hand over the vacant possession of the subject property. Even after cancellation of power of attorney, the sale was executed in favour of the third accused by the second accused by the sale deed dated 13.08.2004 registered vide document No.6443 of 2004, thereby they committed the offences. On receipt of the complaint, the first respondent registered the FIR in Crime No.52 of 2021 for the offence punishable under Sections 406, 409, 420, 465, 467, 468, 471, 120B & 34 of IPC. After completion of investigation, they filed final report and the same has

Page 4 of 14



Crl.O.P.Nos.2031 & 6307 of 2023

been taken cognizance in C.C.No.140 of 2022 by the trial Court. To quash the said proceeding, the present petitions have been filed.

5. The learned counsel appearing for the petitioners submitted that after execution of sale deed the third accused filed suit for declaration and permanent injunction in O.S.No.2412 of 2016 on the file of the VII Assistant City Civil Court, Chennai. It was decreed by the judgment and decree dated 01.10.2018, and the same was also confirmed by the appellate Court in AS No.22 of 2019 by the judgment and decree dated 14.10.2020. When the third accused demanded the defacto complainant to vacate and hand over the vacant possession of the subject property on the strength of the judgment and decree by the civil Court, the defacto complainant lodged complaint only in the year 2021. The alleged sale deed was executed as early as on 12.08.2004 itself. Therefore, there was a delay in lodging the complaint and in order to escape from the clutches of the judgment and decree passed by the civil Courts the present complaint has been lodged. It is nothing but clear abuse of process of law.

6. The learned Government Advocate (Crl. Side) appearing for the first respondent police submitted that though the defacto complainant executed



Crl.O.P.Nos.2031 & 6307 of 2023

power of attorney in favour of the second accused on 07.07.2004, the same was cancelled on 14.07.2004. Even after cancellation of the power of attorney, on 13.08.2004, the second accused executed sale deed in favour of the third accused. Therefore, it is clearly made out the charges as against the accused persons for which the first respondent rightly charged the accused for the offences under Section 406, 409, 420, 465, 467, 468, 471, 120B & 34 of IPC. Therefore, there are materials to proceed with the trial and prayed for dismissal of the quash petition.

7. Heard the learned counsel appearing on either side and perused the materials placed before this Court. Though notice was served on the defacto complainant and a counsel filed vakalath, no one is present before this Court either by person nor through pleader.

8. There are totally three accused in which both the petitioners are arrayed as A1 & A3. Admittedly, the defacto complainant lodged complaint after dismissal of the appeal suit in A.S.No.22 of 2019. The defacto complainant owned the subject property and in order to deal with the property for availing loan and also for sale, she had approached the first accused who was her friend. The first accused approached the second accused to deal with



Crl.O.P.Nos.2031 & 6307 of 2023

the property. Therefore after satisfaction, the defacto complainant had executed power of Attorney in favour of the second accused on 07.04.2004, registered vide document No.1363 of 2004. In turn, on 12.04.2004 itself, the second accused had entered into agreement for sale with the third accused. However, without notice and without even informing to the second accused, the defacto complainant unilaterally cancelled the Power of Attorney which was executed in favour of the second accused by the registered document No.1406 of 2004. On the strength of the agreement for sale, the second accused executed sale deed in favour of the third accused on 13.08.2004 registered vide document No.6443 of 2004.

9. Admittedly, the cancellation of Power of Attorney was not even informed to the second accused and the defacto complainant unilaterally cancelled the Power of Attorney by cancelling the power deed dated 14.07.2004 registered vide document No.1406 of 2004. Therefore, the second accused did not know about the cancellation of Power of Attorney and executed the sale deed in favour of the third accused. The third accused, being a bonafide purchaser of the subject property, attempted to take possession of the subject property from the defacto complainant. However, the purchaser was restrained and the defacto complainant objected to take possession of the



Crl.O.P.Nos.2031 & 6307 of 2023

subject property. Therefore, the third accused was constrained to file a suit for declaration and also permanent injunction in O.S.No.2412 of 2016 before the VII Assistant City Civil Court, Chennai. It was duly contested by the defacto complainant and others. After full fledged trial, the trial Court decreed the suit in favour of the third accused. The relevant portion of the trial Court's judgment is extracted hereunder.

“12. The main point for consideration is whether the Cancellation of Power of Attorney deed dated 14.07.2004 has been properly communicated to the 3 defendant herein or not. The defendants would argue that the Cancellation of Power Deed was informed to the 3rd defendant immediately. and having received the communication the 3rd defendant fraudulently executed the sale deed in favour of the plaintiff and defrauded the original owner, the 2nd defendant herein. It is well settled law that when the General Power of Attorney is executed in favour of any Agent and cancellation of the same is to be informed to the Power holder and it is the duty of the defendant to prove that the cancellation of Power Deed is communicated to his Agent properly. It is pertinent to note that in this case the defendant did not produce any piece of evidence to show that the cancellation of document was properly communicated to D3 and D3 has executed the sale deed in favour of the plaintiff after receiving the letter from the 2nd defendant herein.



Crl.O.P.Nos.2031 & 6307 of 2023

Section 208 of Contract Act

"When termination of agent's authority takes effect as to agent, and as to third persons. The termination of the authority of an agent does not, so far as regards the agent, take effect before it becomes known to him, or, so far as regards third persons, before it becomes known to them"

In Kashi Ram V.Raj Kumar case reported in AIR 2000 Raj 405 it is held that

"Notice of termination General power of attorney granted in terms of agreement to sell the property. Cancellation of General Power of attorney after third parties were put in possession who was not given notice of termination of agency, held that termination of authority does not affect third parties".

13. According to the plaintiff and the D3 was under impression that Exh.A3 Power of Attorney Deed is in force and in pursuant to the General Power of Attorney Deed the plaintiff got sale deed from the Power Agent of D2 by paying the entire consideration of sale deed. The possession and original title deed of the property was also handed over to the plaintiff following the registration of the sale deed in his favour.

14. When the defendant pleaded that her power agent 3d defendant herein has acted in collusive with the plaintiff. She alleged that she did not receive the sale consideration from her power agent. It is already held that the defendants



Crl.O.P.Nos.2031 & 6307 of 2023

did not prove that the cancellation of power deed was duly informed to D3 herein. The plaintiff strongly contended that the pay order was handed over to the 2d defendant personally before the Sub Registrar. It is admitted by the DW1 herself that original title deeds are with the plaintiff. In written statement the defendant stated that they lost the original title deeds and the same was complained before the police. But no such complaint or CSR copy is filed along with the written statement. In contrary to that DW1 admitted that original title deeds are handed over to the 3rd defendant and in turn he gave it to the plaintiff at the time of execution sale deed.

15. It is pertinent to note that this defendant filed impleading application before DRT and the same was dismissed by the court. But the defendant suppressed all the facts and now claimed the title over the property. Since the defendant relied upon the cancellation of Power of Attorney deed to prove her title should establish that the cancellation was duly informed. But the defendant miserably failed to prove her case to that effect. Furthermore the defendant also failed to substantiate that D2 did not receive any sale consideration for execution of the sale deed in favour of the plaintiff by her Power Agent assuming if the 2nd defendant did not receive any amount from her power agent she might have taken action against D3 for the act of cheating and defrauding her according to law. It is learnt that no such act



Crl.O.P.Nos.2031 & 6307 of 2023

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was initiated by the 2nd defendant and it is to be noted that the 2nd defendant did not initiate legal action against the plaintiff and D3 to set aside the sale deed executed in favour of the plaintiff. The conduct of the 2nd defendant would establish that she very well knew about the sale deed executed in favour of the plaintiff and her silence to that aspect amounts to the acceptance and therefore the further conveyance effected by her is non est in the eye of law.”

10. Thus it is clear that the second accused had absolutely no knowledge about the cancellation of power of attorney and had executed sale deed in favour of the third accused. In fact on the date of agreement of sale viz., on 12.07.2004, the power of attorney was very much in force. In continuation of the agreement for sale and within the stipulated time mentioned in the agreement for sale, the second accused had executed sale deed in favour of the third accused on 13.08.2004 registered vide document No.6443 of 2004. As against the Civil Court decree, the defacto complainant and others preferred an appeal suit in A.S.No.22 of 2019 on the file of the XIX Additional City Civil Court, Chennai. The appellate Court by the judgment and decree dated 14.10.2020, dismissed the appeal suit and confirmed the judgment and decree passed by the trial Court in O.S.No.2412 of 2016. After period of four months from the date of the judgment and decree in the appeal suit, the defacto

Page 11 of 14



Crl.O.P.Nos.2031 & 6307 of 2023

complainant lodged complaint on 16.02.2021 and the same was registered in Cr.No.52 of 2021 for the offences under Sections 406, 409, 420, 465, 467, 468, 471, 120B & 34 of IPC.

11. Thus it is clear that the complaint is only an after thought action and though the defacto complainant had knowledge about the execution of sale deed in favour of the third accused even in the year 2016, after filing the suit in O.S.No.2412 of 2016, she did not take any steps to lodge any complaint. In fact, in the suit in O.S.No.2412 of 2016 also, she did not even whisper about the allegation made in the complaint as against the accused persons. Therefore, in order to escape from the clutches of civil Court's judgment and decree, the defacto complainant filed the false complaint alleging that even after execution of cancellation of Power of Attorney, the second accused sold the subject property in favour of the third accused. Hence, the entire proceeding cannot be sustained and is liable to be quashed.

12. In view of the above discussions, the proceeding initiated as against the petitioners for the offence punishable under Sections 406, 409, 420, 465, 467, 468, 471, 120B & 34 of IPC., cannot be sustained and is liable to be quashed. Accordingly, the impugned proceedings in C.C.No.140 of 2022 on Page 12 of 14



Crl.O.P.Nos.2031 & 6307 of 2023

the file of the learned Special Metropolitan Magistrate (Land Grabbing Cases-

II) Allikulam, Chennai, is hereby quashed and both the Criminal Original Petitions stand allowed. Consequently, connected miscellaneous petitions are closed.

09.03.2026

Index : Yes/No
Neutral citation : Yes/No
Speaking/non-speaking order

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To

1. The Special Metropolitan Magistrate
Land Grabbing Cases-II,
Allikulam, Chennai.

2. The Assistant Commissions of Police,
Central Crime Branch,
ALGSC-I, Greater Chennai Police,
Vepery, Chennai – 600 007.

3. The Inspector of Police,
Central Crime Branch – Team XXII,
Chennai.

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



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Crl.O.P.Nos.2031 & 6307 of 2023

G.K.ILANTHIRAIYAN. J,

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