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*Crl.O.P. No. 7959 of 2026*

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10.04.2026

CORAM

**THE HONOURABLE MR. JUSTICE M. NIRMAL KUMAR**

Crl.O.P. No. 7959 of 2026

&

Crl.M.P. No. 5641 of 2026

1. Sasikumar  
2. Thangavelu M. ..Petitioners

Vs.

1. State of Tamil Nadu rep. by  
The Inspector of Police,  
Central Crime Branch,  
Egmore, Chennai.  
(Cr.No. 351 of 2013).

2. R.S. Sivaprakasam ..Respondents

Prayer: Criminal Original Petition filed under Section 528 of BNSS to call for the records and quash the proceedings in C.C. No. 4951 of 2023 pending on the file of Metropolitan Magistrate for Exclusive trial of CCB cases and CBCID cases Court, Egmore.

For Petitioners :: Mr.M. Selvam

For Respondents :: Mr.Leonard Arul Joseph Selvam  
Addl. Public Prosecutor  
Assisted by Harshana T. for R1



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## ORDER

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The petitioners/A3 & A4 in C.C. No. 4951 of 2023, who are facing trial for the offences under Sections 465, 467, 468, 471, 420r/w 120(B) IPC have filed this quash application.

2. The case of the prosecution is that de facto complainant purchased a property situated in Tambaram Taluk, Kottivakkam Village, Nehru Nagar 1<sup>st</sup> Main Road bearing Plot No. 189 comprised in S.No. 317/70B measuring to an extent of 3600 sq. ft vide sale deed dated 01.02.2007 registered as document No. 174/2007 from one C. Kalpagam and on 28.08.2013, when the de facto complainant inspected the property, he found that fencing was removed and some construction activities were going on. After enquiry and on obtaining the Encumbrance Certificate, it was found that one Tamilmani (A1), who is the power agent of one Rani(A2) had created forged documents and sold the property to Sasikumar (A3) through his power agent Thangavelu (A4) under Document No. 111 of 2007. Further, the property was mortgaged with Karur Vysya Bank and loan of Rs.55,00,000/- availed. Hence, complaint lodged. On completion of investigation, respondent Police filed final report listing 10 witnesses and documents.



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3. The contention of learned counsel for the petitioners is that petitioners are innocent purchasers. They did not create any forged documents and cheated the de facto complainant. In this case, de facto complainant had filed a Civil Suit in O.S. NO. 103 of 2015 before the Additional District Judge, Chengalpattu in which apart from petitioners, the Manager of Karur Vysya Bank was also a defendant. The said suit was decreed by judgment dated 25.04.2025 pursuant to compromise entered between de facto complainant and petitioners. The learned counsel further submitted that pursuant to the judgment and decree, the same has been registered in Document No. 3307 of 2025 before SRO, Adyar. Now, the encumbrance created removed and the de facto complainant put in possession of the property.

4. Learned Additional Public Prosecutor appearing for 1<sup>st</sup> respondent submitted that in this case, the prime accused are A1 and A2 and petitioners are subsequent purchasers. The petitioners were not aware about the creation of any forged documents.

5. Now, that the de facto complainant has been put in possession of the property pursuant to the compromise entered between him and petitioners and the issue has been amicably settled, de facto complainant does not want to pursue the criminal proceedings and seeks to quash the



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proceedings pending against the petitioners. Affidavits and a Joint Compromise Memo filed.

6. The petitioners and the *de facto* complainant/R2 appeared before this Court and were identified by E. Bindhu, SSI 20905, CCB Chennai LFIW-I, Gamma-3.

7. On interaction by this Court, the *de facto* complainant, who is present confirmed that petitioners are innocent purchasers and has no objection for quashing the case as against these two petitioners alone, who are A3 and A4.

8. Learned Additional Public Prosecutor informed this Court that the role of the petitioners is distinct from that of A1 and A2 and hence, compromise not effected as against A1 and A2.

9. The Joint Memorandum of Compromise dated 03.02.2026 is scanned and reproduced below:



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IN THE HIGH COURT OF JUDICATURE AT MADRAS  
(Criminal Jurisdiction)  
Crl.O.P. No. 7959 of 2026  
CC No. 4951 of 2023  
(On the file of Metropolitan Magistrate for Exclusive Trial for CCB  
Cases & CBCID Metro Cases Court, Egmore)

1. Sakthikumar M/ 32 yrs  
S/o. Karuppusamy,  
2. Mr. Thangavel M/ 82 yrs,  
S/o. N. Kandasamy,  
Both are residing at  
No.2/551C, 1<sup>st</sup> Main Road,  
Sandeep Avenue,  
Neelankarai,  
Chennai  
Vs  
1. State of Tamilnadu Represented by  
The Inspector of Police,  
Central Crime Branch,  
Egmore, Chennai  
(Cr. No.351 of 2013)  
... Petitioners/Accused 3 and 4  
...Respondent/Complainant  
2. R.S.Sivaprakasam  
S/o.R.C.Swaminathan,  
New No.33, Old No.14/1,  
Balaji Nagar, 2<sup>nd</sup> Street,  
Royapettah,  
Chennai - 600 014  
...Respondent/Defacto Complainant

**JOINT MEMO OF COMPROMISE FILED BY PETITIONERS AND  
DEFACTO COMPLAINANT**

The parties beg to submit as follows

1. It is submitted that the Petitioners had filed quash petition for to  
call for the records and Quash the proceedings in C.C.No. 4951 of

9 H. [Signature]  
v. [Signature] [Signature]



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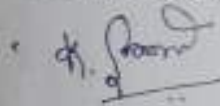
2023 pending on the file of Metropolitan Magistrate for Exclusive Trial for CCB Cases & CBCID Metro Cases Court, Egmore.

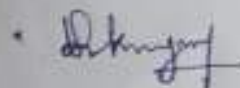
**CASE OF THE PROSECUTION:**

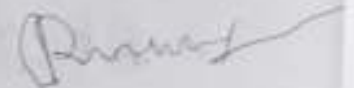
2. The case of the prosecution is that that the defacto complainant had purchased the property situated at Tambaram Taluk, Kottivakkam Village, Nehru Nagar 1<sup>st</sup> Main Road bearing plot No. 185 comprising in S.No.317/70B measuring to an extent of 3600 sq ft vide sale deed dated 01-02-2007 registered as document No.174/2007 from C Kalpagam and on 28-08-2013, when the defacto complainant inspected the property he found that somebody is laying foundation in his property and when questioned they threatened him and immediately he had applied for EC and found that one R.Rani along with her Power Agent Tamilmani had created Sale deed dated 24-01-2007 and sold the said plot to one Sasikumar and the said Sasikumar had created mortgage over the said property and obtained Rs.55,00,000/-. hence the defacto complainant gave complaint against the Accused before the 1<sup>st</sup> respondent police and a case was registered in Crime No. 351 of 2013, under section 465, 467, 468, 471, 420 r/w 120(B) of IPC against the petitioners on the file of 1<sup>st</sup> respondent police and the same been taken cognizance in CC No. 4951 of 2023 before the Metropolitan Magistrate for Exclusive Trial for CCB Cases & CBCID Metro Cases Court, Egmore.

**TERMS OF COMPROMISE ENTERED BETWEEN PARTIES:**

3. That the defacto complaint and petitioners had entered into compromise between themselves during the pendency of the civil suit in O.S.No.103 of 2015 filed by the defacto complainant before the Additional District Judge Chengalpattu seeking for declaration and for recovery of possession and for mandatory injunction as against the

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petitioners, petitioners's son in law K.Sankumar and R.Pall and had entered into a joint compromise memo and based on the joint compromise memo suit has been decreed pertaining to prayer for declaration and recovery of possession and mandatory injunction and to declare the sale deed dated 24-01-2007 as null and void and other prayers were dismissed.

4. That the petitioners and the defacto complainant has already been compromised and a compromise decree dated 25-04-2025 in O.S.No.103 of 2025 was passed by the Additional District Judge, Chengalpattu and in pursuant to the said compromise, the defacto complainant had agreed not to precipitate the Calender Case No.4951 of 2023 pending before the Metropolitan Magistrate for Exclusive Trial for CCB Cases & CBCID Metro Cases Court, Egmore as the dispute between them been amicably resolved and decree has been granted in their favour.

5. That in pursuant to the compromise decree, the defacto complainant had agreed to quash the complaint and had also given no objection to quash the C.C.No. 4951 of 2023 pending on the file of Metropolitan Magistrate for Exclusive Trial for CCB Cases & CBCID Metro Cases Court, Egmore.

6. That both the parties file this joint compromise memo and the same to be read as part and parcel of the Quash petition and further undertakes to maintain peace and harmony between themselves.

*[Handwritten signatures]*

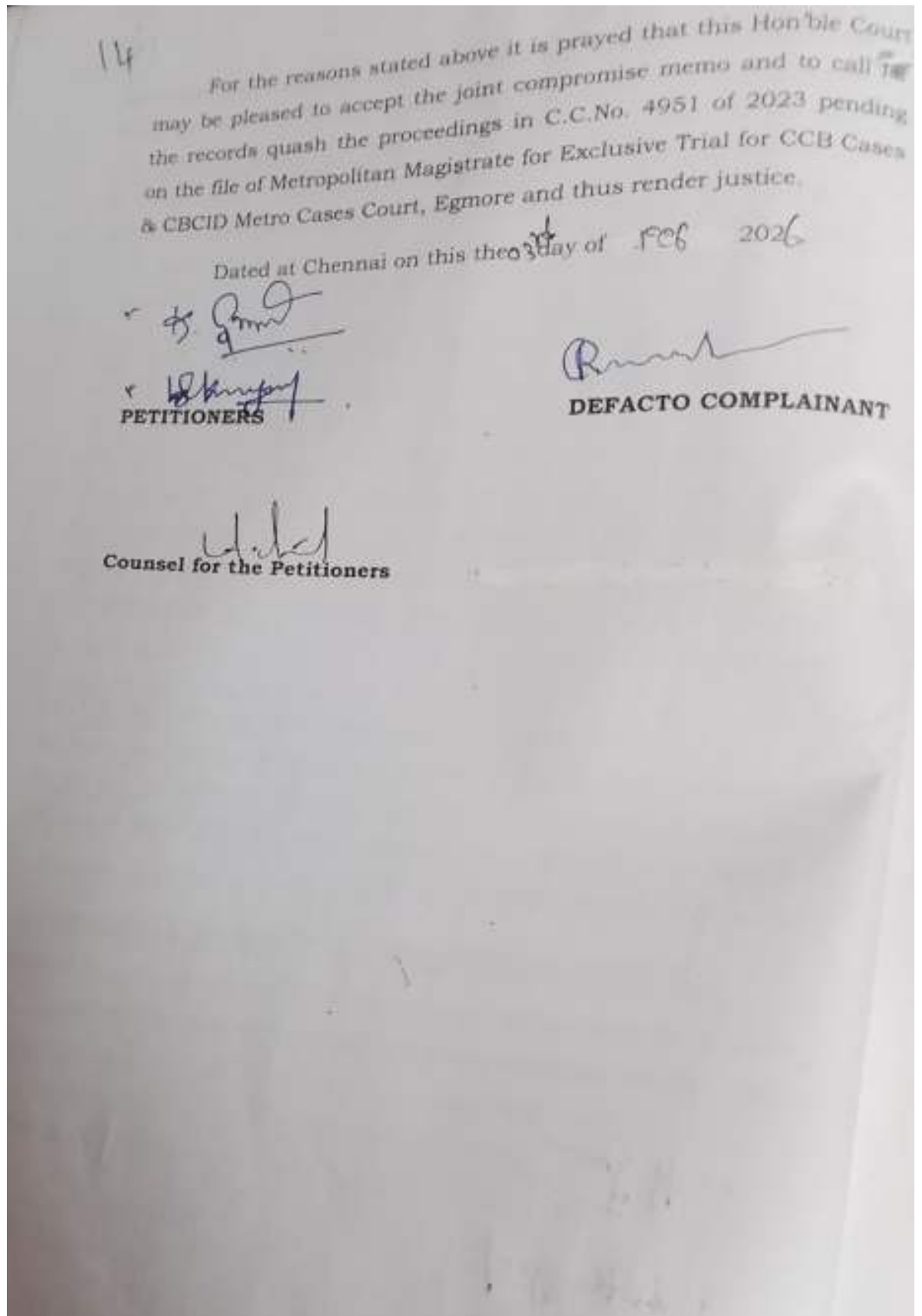
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10. Learned Additional Public Prosecutor appearing on behalf of the first respondent submitted that though the parties entered into a compromise while this case is pending, this Court, taking into account the seriousness of the offence, has to consider the issue as to whether offences of this nature can be quashed on the ground of compromise between parties.

11. The main issue that requires the consideration of this Court is as to whether this Court can quash the criminal proceedings involving non-compoundable offences pending against the petitioners. The Hon'ble Supreme Court, in the case of ***Parbathbhai Aahir @ Parbathbhai Vs. State of Gujarat***, reported in (2017) 9 SCC 641, has given sufficient guidelines that must be taken into consideration by this Court while exercising its jurisdiction under Section 482 of Cr.P.C. (corresponding to Section 528 BNSS), to quash non-compoundable offences. One very important test that has been laid down is that the Court must necessarily examine if the crime in question is purely individual in nature or a crime against the society with overriding public interest. The Hon'ble Supreme Court has held that offences against the society with overriding public interest even if they get settled between the parties, cannot be quashed by this Court.

12. In the present case, the offences in question are purely individual/personal in nature. It involves dispute between the petitioners and



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the second respondent and quashing the proceedings will not affect any overriding public interest in this case and no useful purpose will be served in continuing with the criminal proceedings. In view of the above, this Court is inclined to quash the proceedings pending against the petitioners alone in C.C.No.4951 of 2023 on the file of the Metropolitan Magistrate for Exclusive Trial of CCB cases and CBCID Metro Cases Court, Egmore, Chennai, in exercise of its jurisdiction under Section 482 Cr.P.C./Section 528 BNSS.

13. Accordingly, this Criminal Original Petition stands allowed and the proceedings in C.C.No.4951 of 2023 on the file of the Metropolitan Magistrate for Exclusive Trial of CCB cases and CBCID Metro Cases Court, Egmore, Chennai is quashed as against the petitioners alone. Connected miscellaneous petition is closed.

14. The affidavits and the Joint Memo of Compromise filed by the petitioners and the second respondent for compromising the offences shall form part of the records.

10.04.2026

nv



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To  
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1. The Metropolitan Magistrate for  
Exclusive trial of CCB cases  
And CBCID Metro cases, Egmore,  
Chennai.
2. The Inspector of Police,  
Central Crime Branch,  
Egmore, Chennai.  
(Cr.No. 351 of 2013).
3. The Public Prosecutor,  
High Court, Chennai.



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**M. NIRMAL KUMAR,J.**

nv

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