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CRL RC No. 539 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27-04-2026

CORAM

THE HONOURABLE Mr.JUSTICE C.KUMARAPPAN

CRL RC No.539 of 2026

1. R. Rathinasabapathy
Proprietor of M/s.GD Builders, 10,
Perumal Koil 1st Street,
B2, Chithrakudil Apartments,
Kottur, Chennai - 600 085.

Presently at Flat No.1, Abirami
Nilayam,
8, Venkatrathnam Nagar Extension,
1st Street, Adyar, Chennai - 600 020.

Petitioner(s)

Vs

1. Dr.T.Palaniyappan
S/o. M.Thirupathi,
New No.28, Old No.22, Arcot Street,
T.Nagar, Chennai - 600 115.

Respondent(s)

PRAYER

Criminal Original Petition filed under Section 443 of BNSS, praying to set aside the order passed in Crl.M.P.No.9559 of 2025 dated 17.12.2025 by the Hon'ble IX Metropolitan Magistrate, Saidapet.

For Petitioner(s): Mr. S.Sivaraman

For Respondent(s): Mr. Balakumar A.



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ORDER

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The Criminal Revision Case is filed against the order dated 17.12.2025 made in CrI.MP.No.9559 of 2025, where the learned Magistrate has dismissed the private complaint, as there was no *prima facie* case made out.

2.The allegation according to the complaint is that, the complainant is a reputed builder and he entered into an Agreement with the accused to carry out construction in the accused property.

3.It is the submission of the learned counsel for the petitioner that he has completed the construction as agreed. Since there was a delay on the part of the accused, the construction cost was increased. In spite of handing over of the building, the accused did not pay the balance amount. The specific submission of the petitioner is that, when he approached the respondent herein for payment, the respondent threatened to initiate action against the complainant for the breach of trust. The learned counsel would further submit that according to the construction Agreement dated 14.03.2022, an arbitration clause was provided and named Arbitrator is “Kovise Foundation Conflict Resolution International (KFCRI), Chennai.” But, there are no such foundation is available. Therefore, it amounts to cheating. The learned Magistrate has found that such recognized and accredited institution practising Alternative Dispute Resolution is available.



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4. Apart from that, the Resolution can be resolved by a professional appointed through a competent forum in the absence of any Arbitrator as found in the construction Agreement. The above reasoning is a reasonable one.

5. As rightly observed by the learned Magistrate, on perusal of the complaint, this Court could not find any *prima facie* material disclosing any cause of action for a criminal proceeding. Since the very issue of non existence of an Alternative Resolution Foundation as agreed in the construction agreement cannot be a cause of action to initiate a criminal proceedings, as the parties are at liberty to approach the Court to appoint an Arbitrator. Therefore, there are no perversity in the order of the learned Magistrate and this Court does not find any grounds to interfere with such reasoned order.

6. In the result, this Criminal Revision Case stands dismissed.

27-04-2026

Index: Yes/No
Speaking/Non-speaking order
Internet: Yes
Neutral Citation: Yes/No
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To
The IX Metropolitan Magistrate,
Saidapet.



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C.KUMARAPPAN J.

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