



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.04.2026

CORAM

THE HON'BLE MR.JUSTICE C.KUMARAPPAN

Crl.R.C.No.932 of 2026

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M/s.Kudil Builders
Represented by its Proprietor
Mr.M.Hariraaj
Office at No.10, Thai Moggambigai
Amman Kovil Main Road
Annai Sathya Nagar
Kolathur, Chennaij 600 099.

..Petitioner(s)

Vs

1.The Commissioner of Police
The Commissionerate Office Building
Greater Chennai Police
E.V.K.Sampath Road,
Vepery, Chennai 600 007.

2.The Inspector of Police
V4-Rajamangalam Police Station
Greater Chennai Police
Chennai 600 099.

..Respondent(s)

PRAYER : Criminal Revision Petition filed under Section 397 r/w 401 of Cr.P.C/Revision under Section 438 r/w 442 of BNSS, to call for the records and set aside the order passed by the learned XIII Metropolitan Magistrate Court, Egmore, Chennai, dated 13.02.2026 in Crl.M.P.No.92 of 2026.

For Petitioner(s):

Mr.R.Arunkumar

For Respondent(s):

Mr.S.Vinoth Kumar
Government Advocate (Crl.Side)



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ORDER

This Civil Revision Petition has been to call for the records and set aside the order passed by the learned XIII Metropolitan Magistrate Court, Egmore, Chennai, dated 13.02.2026 in Crl.M.P.No.92 of 2026.

2. The learned counsel for the petitioner would submit that there are two agreements between the petitioner and one Mr.Chandrasekar, relating to the immovable property. According to the petitioner, the said Mr.Chandrasekar had entered into an agreement of Joint Venture on 06.03.2013 in respect of a land. The only grievance of the petitioner is that the very same Mr.Chandrasekar has executed a similar construction agreement prior to the petitioner's agreement. The prior agreement is dated on 22.04.2012.

3. It is the submission of the learned petitioner's counsel that the said agreement was not put on notice to the petitioner. Therefore, it is the contention of the petitioner that Mr.Chandrasekar has cheated him and therefore, the First Information Report has to be registered.

4. However, the learned Metropolitan Magistrate has found that since there was an agreement between the parties, if there is any breach to the terms



of the agreement the only remedy available to the parties is to approach the Civil Court. Aggrieved with the same, the present petition has been filed.

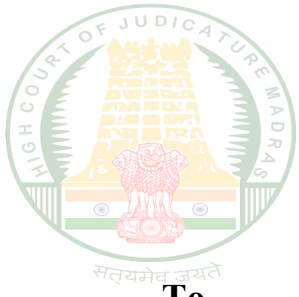
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5. Learned counsel for the petitioner would vehemently contend that Mr.Chandrasekar has not informed about the existence of the prior construction agreement dated 22.04.2012 and suppressing the same, the present agreement came to be registered, therefore, the same would amounts to cheating. Though such an allegation is made, the entire issue revolves around the breach of contract in respect of the Joint Venture Agreement dated 06.03.2013. All the suppressions cannot be termed as a cheating and while perusing the averments in the complaint, this Court could not find any materials to forward the complaint for the investigation. The Hon'ble Supreme Court time and again has categorically held that the Magistrate should not act as post office by simply forwarding the complaint without going into the merits of the matter. However, in the case on hand, the learned Magistrate has gone through the content of the complaint and has ultimately found that there are no materials to forward the same for further criminal investigation.

6. From the above reasoning, this Court could not find any perversity so as to interfere with the same, hence, this petition is dismissed.

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27.04.2026



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1.The XIII Metropolitan Magistrate Court,
Egmore, Chennai.

2.The Commissioner of Police
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Vepery, Chennai 600 007.

3.The Inspector of Police
V4-Rajamangalam Police Station
Greater Chennai Police
Chennai 600 099.

4.The Public Prosecutor,
High Court, Madras.



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C.KUMARAPPAN, J.

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