



WEB COPY

CRL RC No. 2369 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11-02-2026

CORAM

THE HON'BLE MR.JUSTICE SUNDER MOHAN

CRL RC No. 2369 of 2025

Lawrence Rajendran
S/o. R.Velu,
No.115, A34, Nelson Chambers,
Nelson Manickam Road,
Chennai-600029.

..Petitioner(s)

Vs

1. The State represented by
The Inspector of Police
Team XVI, Central Crime Branch,
Vepery, Chennai-600007.

2. Mr.Pret Singh
S/o. Dyal Singh,
No.102, Flat No.24,
Tripit Apartment, Marshals Road,
Egmore, Chennai 600 008.

*(R2 is suo motu impleaded as per the order of
this court dated 02.01.2026 in Crl.RC.No.2369
of 2025)*

..Respondent(s)

Prayer : This case has been filed under Section 397 read with Section 401 of Criminal Revision Case, to set aside the order dated 16.09.2025 passed in Crl.M.P.No.7180 of 2025 in C.C.No.4650 of 2025 on the file of the Hon'ble Metropolitan Magistrate Court for Exclusive Trial of CCB Cases (Relating to Cheating Cases in Chennai) and CBCID Metro Cases, Egmore, Chennai-600008 and consequently discharge the petitioner in C.C.No.4650 of 2025.

For Petitioner(s):

Mr.Arunkumar.A

For Respondent(s):

Mr.S.Balaji, GA (Crl.Side) (R1)

Mr.R.Karthik for M/s.R.K.Law Firm (R2)



ORDER

This Revision has been filed challenging the dismissal of the discharge petition filed by the petitioner, who is arrayed as A4 in C.C. No. 4650 of 2023 filed for the offences under Sections 420, 442, 463, 464, 467, 468, 471, & 477 IPC @ 420, 463, 465, 448 read with Section 34 IPC.

2. It is the case of the prosecution that the first accused had forged the signature of the owner of a property; that the principal of the defacto complainant is the agent of the owner; that the said signature was forged making it appear that the owner of the property had executed a sale-agreement in favour of the first accused; that the first accused thereafter had executed a lease deed in favour of the petitioner herein in respect of this property; that the said lease deed in favour of the petitioner was executed in the year 2018, after the FIR was registered and that the petitioner was arrayed as accused in the final report.

3. The petitioner/ A4 sought for discharge before the trial Court, which came to be dismissed by the impugned order.

4. It is the case of the petitioner that he was not aware of the complaint lodged by the defacto complainant, who is the agent of the owner of the property; that he had paid a sum of Rs.10 lakhs to the first accused, as lease amount; and that he himself is a victim therefore, he is entitled to discharge.



5. The parties, viz., the petitioner and the second respondent have now arrived at a compromise, by which the owner of the property had sold the disputed property to the petitioner.

6. The parties have filed a joint memo of compromise dated 06.02.2026 to that effect. The defacto complainant appeared through video conferencing and confirmed the compromise and stated that he does not wish to pursue the case against the petitioner and would further submit that the petitioner did not have any knowledge of the alleged illegal activities of A1 to A3. The said joint memo of compromise is taken on record.

7. In view of the aforesaid facts and since the petitioner claims himself had been a victim to the deception practised by A1 and the compromise arrived between the parties, this Court is inclined to discharge the petitioner alone, and consequently, **the Revision is allowed.** The trial Court shall proceed with the other accused in accordance with law. No costs.

11-02-2026

Maya



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SUNDER MOHAN, J.

Maya

To

1. The Judge, Metropolitan Magistrate Court
for Exclusive Trial of CCB Cases (Relating
to Cheating Cases in Chennai)
and CBCID Metro Cases,
Egmore, Chennai-600008.

2. The Inspector of Police
Team XVI, Central Crime Branch,
Vepery, Chennai-600007.

3. The Public Prosecutor
Madras High Court
Chennai-600 104.

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