
(2026) 08 MAD CK 1254

In the Madras High Court, Madurai Bench

Case No : Crl.O.P.(MD)No.16064 of 2024 and Crl.M.P(MD)Nos.10118 & 10119 of 2024

Durkai Pandian and Balamurugan

APPELLANT

Vs

E.Rajasingh Samuvel

RESPONDENT

Date of Decision : 05-08-2026

Acts Referred:

Indian Penal Code, 1860 — Section 420, 341, 448, 468, 506(ii)
Code of Criminal Procedure, 1973 — Section 200, 156(3)

Citation : (2026) 08 MAD CK 1254

Hon'ble Judges : R. Vijayakumar, J.

Bench : Single Bench

Advocate : For Petitioners: M/s.M.Jegadeesh Pandian; For Respondent: M/s.S.Micheal Heldon Kumar

Final Decision : Allowed

Judgement

The present petition has been filed by A1 and A2 in C.C.No.145 of 2024, on the file of the learned Judicial Magistrate, Sathankulam, Thoothukudi District, seeking to quash the private complaint filed under Section 200 of Cr.P.C, wherein it was prayed for prosecuting the petitioners herein under Sections 420, 341, 448, 468 and 506(ii) of IPC.

2. A perusal of the private complaint reveals that the second accused is the friend of the defacto complainant and he had introduced the first accused who is a construction Contractor for the purpose of construction of the house for the defacto complainant. The first accused and the defacto complainant have entered into the construction agreement on 28.04.2021, wherein a sum of Rs.2,00,000/- was paid as advance to the first accused.

3. As per allegations in the complaint, endorsements were made on the back side of the agreement for every payment made to the accused person. It is alleged that the accused person had received a huge amount from the defacto complainant and he had not come forward to complete the construction work.

Further, they started threatening the defacto complainant.

4. It is further alleged in the complaint that on 04.02.2022, a sum of Rs.40,000/- and on 09.02.2022 another a sum of Rs.50,000/- was paid to the accused persons. Even thereafter, there was no progress in the construction. They have forged some entries in the construction agreement as if only a sum of Rs.20,21,000/- was received by the accused persons. Therefore, a complaint was lodged on 15.04.2024. Though the accused persons had agreed to appear before the police and submit the documents, they did not appear. But they started threatening the defacto complainant. Thereafter, another complaint was lodged on 30.05.2022, before the Deputy Superintendent of Police, Sathankulam. Though he was summoned on several occasions, no further progress was made in the complaint. Thereafter, the defacto complainant has lodged a complaint before the Meignanapuram Police Station, on 06.08.2022. Though he had appeared on the said date, a forged agreement was placed by the accused persons on 06.08.2022 and later he did not appear. On 10.11.2022, at about 11.30 a.m., the accused persons have trespassed into the property and demanded a sum of Rs.1,00,000/- on the basis of second agreement. They had also threatened the defacto complainant. Hence, the private complaint.

5. According to the learned Counsel appearing for the petitioners, it is a purely contractual dispute based upon the agreement entered into between the parties on 28.04.2024. There was no fraudulent intention or dishonest intention between the parties at the time entering into the contract. Therefore, according to him, breach of contract cannot be considered to be a criminal offence.

6. The learned Counsel appearing for the petitioners has further submitted that mere alleged threatening of the complainant will not make out a case under Section 506(ii) of IPC. He further contended that the learned Magistrate has not followed the procedure as contemplated under chapter XV of Cr.P.C. and therefore, C.C.No.145 of 2024, is liable to be quashed.

7. The learned Counsel appearing for the petitioner has further submitted that the complaint was filed under Section 200 Cr.P.C. without invoking the provision of Sections 156(3) of Cr.P.C. and therefore, the complaint ought not to have been entertained. Hence, he prayed for quashing of the private complaint.

8. Per contra, the learned Counsel appearing for the respondent submits that the petitioners herein had forged a second sale agreement based upon which they have demanded huge sum of money and a copy of the said alleged forged document is only a vague to the petitioners herein and therefore, they are not able to produce the said document. They have cheated a huge sum of money from the defacto complainant under the guise of putting up the construction. Without putting up proper construction, the petitioners herein have demanded huge sums of money which was parted by the defacto complainant. Though police complaint was lodged as against the petitioners before several authorities, they have not initiated proper action. Hence, the petitioners were constrained to

file a private complaint. Therefore, the private complaint procedure adopted by the petitioners cannot be found fault with.

9. The learned Counsel appearing for the respondent has further submitted that when the petitioners have forged the document and they have trespassed into the building and intimidated the defacto complainant, a prima facie case is made out as against the petitioners to undergo trial. In such circumstances, based upon the contention of the learned Counsel for the petitioners, the complaint cannot be quashed. He further submits that it is not mere mutual contract that the defacto complainant had been cheated and he has been dishonestly induced to deliver the money to the petitioners herein. They have forged the sale agreement. In such circumstances, the issue cannot be treated as civil dispute to take away the jurisdiction under the private complaint procedure. Hence, he prayed for dismissal of the petition.

10. I have considered the submissions made on either side and perused the materials available on record.

11. A perusal of the private complaint filed by the defacto complainant reveals that an agreement for construction of contract was entered into between the first petitioner and the defacto complainant on 28.04.2021. As per the complaint, for every payment made by the defacto complainant, endorsements are made at the back side of the complaint. The original construction agreement is in the custody of the defacto complainant and he had placed it as one of the documents along with the private complaint.

12. The primary allegation in the private complaint is that after receiving the payments, the petitioners herein have not completed even 50% of the construction work and every time, the petitioners demanded more money and when the demanded amount was not paid, they used to threaten the defacto complainant. It is further alleged that the first petitioner had produced a forged construction agreement before the Meignanapuram Police Station on 06.08.2022, and on the basis of the said agreement, he demanded money. A copy of the said forged agreement is not the part of the private complaint. In the light of the above said circumstances, the private complaint has been lodged to initiate prosecution as against the petitioners under Sections 420, 341, 448, 468 and 506(ii) of IPC.

13. It is clear that the petitioners have received money under the construction agreement and for every payment, endorsements have been made in the backside of the construction agreement. The defacto complainant contends that even 50% of the construction work has not been completed. However, the same is disputed by the petitioners. Though the defacto complainant contends that the second agreement which is said to be forged is in possession of the petitioners, the same is also disputed by the petitioners. It is not known how the petitioners had invoked Section 468 of IPC. As far as invocation of Section 420 of IPC is concerned, they have entered into the construction agreement, payments made

and part of the construction work have been completed, is not disputed. In such circumstances, it is clear that there was no criminal intention at the inception of the agreement. Therefore, Section 420 of IPC also cannot be invoked.

14. It is also alleged in the complaint that on 10.11.2022, the petitioners herein had trespassed into the property and demanded a sum of Rs.1,00,000/- and threatened him. These allegations cannot satisfy the ingredients of wrongful restrains as contemplated under Section 341 of IPC. It is clear that there is some dispute with regard to the construction and the adjustment of money between the parties. The same cannot be given a criminal colour in order to prosecute the petitioners herein.

15. The mere threat on the part of the petitioners, even assuming it to be true, would not result in attracting ingredients of Section 506(ii) of IPC. Therefore, viewed from any angle, mere reading to the complaint, would clearly reveal that the continuation of the criminal prosecution as against the petitioners herein would only be an abuse of process.

16. In view of the above said deliberations, the private complaint in C.C.No.145 of 2024, on the file of the learned Judicial Magistrate, Sathankulam, Thoothukudi District, stands quashed. Accordingly, this Criminal Original Petition stands allowed. Consequently, connected miscellaneous petitions are also closed.