(2026) 07 MAD CK 0212

In the Madras High Court, Madurai Bench

Case No : Crl.OP.(MD)No.4 of 2026 and Crl.MP(MD).No.2 of 2026

V.T.S.A.Abdul Hameed and others APPELLANT

Vs

The State of Tamil Nadu and others RESPONDENT

Date of Decision : 24-07-2026

Acts Referred:

Bharatiya Nagarik Suraksha Sanhita, 2023 — Section 528
Indian Penal Code, 1860 — Section 120(B), 467, 468, 471, 419, 420

Citation : (2026) 07 MAD CK 0212

Hon'ble Judges : R.Vijayakumar, J.

Bench : Single Bench

Advocate : For Petitioner: Mr.V.Karthic, Senior Counsel for M/s.K.V.Law Firm; For Respondents: Mr.P.Samuel Gunasingh, Government Advocate (Crl.side) for R1; R2-died; Mr.B.Kumar, Senior Counsel for Mr.A.Ansar for R3 to R5; Mr.S.Vikraman for R6

Final Decision : Dismissed

Judgement

The present petition has been filed by accused Nos.1 to 3 in C.C.No.1408 of 2025 on the file of the Judicial Magistrate No.I, Tirunelveli seeking to quash the charge sheet wherein the petitioners are charged with the offence under Sections 120(B), 467, 468, 471, 419 and 420 of I.P.C.

(A).The Sum and Substance of the charge sheet is as follows:

2. The petitioners herein are the siblings of the defacto complainant. A property in Survey Nos.19/5, 19/11 and 19/12 in Panaiyankulam Village, Palayamkottai Taluk, Tirunelveli District has been jointly purchased by the petitioners and the defacto complainant and their brother namely V.T.S.A.Ayubkhan. This fact is not in dispute.

3. It is alleged in the charge sheet that the petitioners herein along with other accused persons are said to have entered into an unregistered sale agreement dated 10.10.2018 forging the signature of the defacto complainant. It is further

alleged that the defacto complainant had not agreed for alienation of the said property, demanding that the house in which he is residing may be transferred in his name. When there was no consensus, the petitioners herein are said to have forged the signature of the defacto complainant and created the disputed sale agreement dated 10.10.2018.

4. It is further alleged in the charge sheet that on 21.11.2009, the petitioners herein along with two others have opened an account in the name of the defacto complainant after obtaining his signature and transactions have been made in the said account without knowledge of the defacto complainant. A sum of Rs.12,50,000/- was credited to the account of the defacto complainant as a sale consideration out of the forged sale agreement and later, transferred to the partnership account.

5. It is further alleged in the charge sheet the disputed sale agreement was sent to an expert opinion and he had opined that the said signature is not that of the defacto complainant. Therefore, the petitioners herein along with other accused persons having sold the share of the defacto complainant have committed the offence under Sections 120(B), 467, 468, 471, 419 and 420 of I.P.C. Challenging the said charge sheet, the present petition has been filed.

(B).Submissions of the learned counsels appearing on either side:

6. According to the learned Senior Counsel appearing for the petitioners, by way of family arrangement, the defacto complainant was permitted to occupy the house which was standing in the name of the firm and an agreement of sale was entered into on 10.10.2018. Later on 28.05.2019, a sale deed was executed in favour of the purchaser with regard to 3/5th share alone. In the said sale deed, there is no reference about the sale agreement dated 10.10.2018. In such circumstances, it is clear that the share of the defacto complainant has not been sold away by the petitioners herein.

7. The learned Senior Counsel appearing for the petitioners had further submitted that the agreement holder had filed O.S.No.47 of 2020 as against all the brothers seeking specific performance of the sale agreement dated 10.10.2018. After the death of the defacto complainant, his legal heirs were impleaded and since the legal heirs were not ready for the compromise, the same was dismissed as withdrawn with a liberty to file a separate suit for partition.

8. The learned senior counsel had further submitted that the F.I.R proceeds on the basis that the agreement holder had met the defacto complainant and requested him to execute a sale deed. However, the agreement holder has not been made as an accused even though he had filed a suit on the basis of the said agreement. He had further contended that the opinion of an handwriting expert is only an opinion and it will not be binding upon the Court. He had further pointed out that the suit for specific performance has been filed only with regard

to 1/5th share of the defacto complainant and the said suit has also been withdrawn on 07.10.2025 with liberty to initiate appropriate proceedings.

9. The learned Senior Counsel appearing for the petitioners had further submitted that in the income tax returns for the year 2018-2019, a receipt of sale consideration by the defacto complainant is reflected. He had further pointed out that only the agreement holder had used the said agreement and filed a suit for specific performance. However, he has not been proceeded with. It is not mentioned either in the F.I.R or in the charge sheet who had forged the document. When the share of the defacto complainant has not been sold by the petitioners herein and the defaco complainant still retains his 1/5th share in the disputed property, continuation of the criminal proceedings for the alleged offences mentioned in the charge sheet would only be an abuse of process of law.

10. The learned Senior Counsel appearing for the legal heirs of the defacto complainant submitted that there is no dispute whatsoever that the signature of the defacto complainant in the agreement of sale has been forged. In fact, the said document has been used by the agreement holder and a suit for specific performance has been filed. He had further submitted that the value of the property would be more than Rs.6/- crores. However, as per agreement, the property has been sold only for a meagre sum of Rs.2.5 crores. Only for that purpose, the document has been forged.

11. The learned Senior Counsel appearing for the defacto complainant had further submitted that the petitioners having known to cause monetary damage to the defacto complainant and his family. The sale consideration mentioned in the agreement of sale has not been paid to the defacto complainant. The entire amount has been misappropriated by the petitioners herein. He had further pointed out that though the amount is said to have been credited to the personal account of the defacto complainant, immediately the same has been re-credited to the partnership firm account. This would clearly establish the collusion of the employees of the partnership firm with the petitioners.

12. The learned Senior Counsel had further submitted that the document has been forged has been established by way of expert evidence. However, this has not been attacked by the petitioners and they have not raised any grounds attacking the expert opinion. Who had forged the document could only be found during trial.

13. The learned Senior Counsel appearing for the defacto complainant had relied upon a decision of the Hon'ble Supreme Court reported in ***(2004) 11 SCC 576 (A.S.Krishnan and others Vs.State of Kerala)***and submitted that the accused being the beneficiary, it could very well be inferred that they are the perpetrators of the crime of forgery. He also relied upon Section 161 Cr.P.C statement of the witnesses and submitted that they reflect specific overtact as against the petitioners herein. He also submitted that when there is forgery of the sale agreement, continuation of the criminal proceedings cannot be

considered to be an abuse of process of law and he relied upon a decision of the Bombay High Court reported in ***2001 SCC Online BOM 1142 (Mallinath Ambanna Shedjale Vs.Purushottam Vasudeo Somshetty and others).*** He also relied upon a decision of the Hon'ble Supreme Court reported in ***(1957) 3 SCC 237 (Bishnupada Naskar Vs.State of West Bengal)*** and submitted that the averments in 161 Cr.P.C statement could be controverted only during the cross examination and the same cannot be done in a quash petition. Hence, he prayed for dismissal of the petition.

14. The learned counsel appearing for the 6th respondent/mother of the petitioners and the deceased submitted that after the death of the defacto complainant, as one of his legal heirs has alienated her share in favour of the agreement holder and therefore, they support the case of the petitioners herein for quashing of the charge sheet.

15. Heard the learned counsel appearing on either side and perused the material records.

(C).Discussion:

16. The petitioners are charged with the offence of forging the signature of the defacto complainant in the sale agreement dated 10.10.2018. The signature found in the said sale agreement has been sent for forensic expert and he has arrived at an opinion that the signature of the defacto complainant has been forged.

17. It is the contention of the learned Senior Counsel appearing for the petitioners that without any reference to the said sale agreement, a sale deed has been executed by the petitioners herein in favour of the agreement holder on 28.05.2019. Therefore, the share of the defacto complainant has not been disputed and it is being retained by the family of the defacto complainant. Even as on today, the 1/5th share of the defacto complainant is retained by the family of the defacto complainant. He has also pointed out that the income tax returns would clearly point out that the deposit of Rs.12.5 lakhs in the personal account of the defacto complainant and later, it has been transferred by the defacto complainant into the account of the partnership firm. In such circumstances, when the defacto complainant himself has received his consideration under the alleged sale agreement, it cannot be contended that it is a forged document.

18. A perusal of the alleged sale agreement dated 10.10.2018 reveals that there is an endorsement to the effect that an IDBI cheque for Rs.12.50 lakhs dated 23.10.2018 in favour of the defacto complainant has been handed over to one of the accused persons. Similarly, cheques have been issued in favour of the other accused persons also. The petitioners herein have not contended that they have not encashed those cheques. It is prima facie clear that each one of the petitioners have received consideration under the alleged sale agreement dated 10.10.2018.

19. As far as the cheque given in the name of the defacto complainant is concerned, it has been received by one of the accused persons and credited to the personal bank account of the defacto complainant. It is alleged in the charge sheet that two of the employees of the partnership firm were involved in this. Later, the said sum of Rs.12,50,000/- has been transferred to the partnership bank account. According to the defacto complainant, the deposit of cheque and transferring of the same to the partnership firm account has been done by his employees without his knowledge. Therefore, it is the specific case of the defacto complainant that he had not signed the disputed sale agreement and not received any consideration therefrom.

20. In such view of the matter, the contention of the learned Senior Counsel appearing for the petitioners that without reference to the sale agreement that a sale deed came to be executed only for 3/5th share of the petitioners, on a later date cannot be countenanced, especially when there are records to show that the petitioners have also received sale consideration under the disputed sale agreement.

21. When the signature of the defacto complainant is said to have been forged in the disputed sale agreement and the expert opinion has confirmed the same, coupled with the facts that the petitioners have received consideration under the disputed sale agreement, this Court is of the considered opinion that there are prima facie materials as against the petitioners herein to continue with the criminal prosecution for the alleged offences under Sections 120(B), 467, 468, 471, 419 and 420 of I.P.C.

(D).Conclusion:

22. In view of the above said facts, there are no merits in this petition. This Criminal Original Petition stands dismissed. Consequently, connected miscellaneous petition is closed. The trial Court is directed to dispose of the criminal case without being influenced by any one of the observations made by this Court.

