# IN THE COURT OF THE PRINCIPAL DISTRICT AND SESSIONS JUDGE, CHENGALPATTU.

Present: Thiru.T.Chandrasekaran, M.L.,
Principal District and Sessions Judge,
Chengalpattu.

Dated: Monday, the 01st day of June 2026.

## Criminal Appeal No.29 of 2024

***(CNR No.TNCG01-001809-2024)***

(A Criminal Appeal preferred against the Judgment passed by the learned Judicial Magistrate No.II, Chengalpattu in C.C. No.131 of 2015 on 12.04.2024)

V.Mohanrajan, aged 73 years, S/o.Vellaiyan,
No.72, Gokulam Nagar, 4th Street,
Rajakilpakkam, Chennai - 600 073.

... Appellant/Accused **(A2)**

**//Versus//**

The State of Tamil Nadu,
Rep. by the Inspector of Police,
Maraimalai Nagar Police Station,
Cr. No.803 of 2013 ... Respondent/Complainant

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| From which Court the Appeal is preferred | Judicial Magistrate No.II, Chengalpattu |
| Number of the case in Lower Court | C.C. No.131 of 2015 |
| Number of the Criminal Appeal | **Criminal Appeal No.29 of 2024** |
| Name and Description of the Appellant | V.Mohanrajan, S/o.Vellaiyan,<br>Aged 73 years,<br>No.72, Gokulam Nagar, 4th Street,<br>Rajakilpakkam, Chennai - 600 073. |
| Name and Description of the Respondent | The State of Tamil Nadu,<br>Rep. by the Inspector of Police,<br>Maraimalai Nagar Police Station,<br>Cr. No.803 of 2013 |

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| The Sentence and law under which it was imposed in the trial Court: | |
| In the result, the prosecution has proved its case against the Accused A1 for the offences U/s.420, 467, 471 of IPC and as against the Accused A2 for the offences ***U/s.420, 467 of IPC***. The Accused A1 is convicted for the offences U/s.420, 467, 471 of IPC in terms of Sec.248(2) of Cr.P.C and sentenced the Accused A1 to undergo simple imprisonment of two years for the offence U/s.420 of IPC; sentenced to undergo simple imprisonment of two years and to pay a fine of Rs.10,000/-, in default of payment, to undergo simple imprisonment of one month for the offence U/s.467 of IPC; sentenced to undergo simple imprisonment of two years and to pay a fine of Rs.10,000/-, in default of payment, to undergo simple imprisonment of one month for the offence U/s.471 of IPC. The above three sentences shall run consequently one after the other.<br>The Accused A2 is convicted for the offence ***U/s.420, 467 of IPC***, in terms of sec.248(2) of Cr.P.C and sentenced the accused A2 to undergo simple imprisonment of two years for the offence ***U/s.420 of IPC***; sentenced to undergo simple imprisonment of two years and to pay a fine of Rs.10,000/-, in default of payment, to undergo simple imprisonment of one month for the offence ***U/s.467 of IPC.*** The above two sentences shall run consequently one after the other.<br>Further, the accused A1 is acquitted from the charges U/s.406, 506(i) of IPC, and the accused A2 is acquitted from the charges U/s.406, 471, 506(i) of IPC, in terms of sec.248(1) of Cr.P.C., as the prosecution has not proved its case against them beyond all reasonable doubts. | |
| Date of Presentation | 16.04.2024 |

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| Date of Filing | 17.04.2024 |
| Date on which notice issued by the Court | 17.04.2024 |
| Bail Bond if appellant has been let out on bail/sentence suspended | Sentence suspended by this Court as ordered in Crl.M.P. No.1086 of 2024 dated 23.04.2024. |
| Date on which the Appellant ordered to appear | 02.07.2024 |
| Date of First hearing | 23.04.2024 |
| Date of Final hearing | 07.04.2026 |
| Date of order and Sentence | 01.06.2026 |
| Whether confirmed, modified or reversed, and if modified, the modification | **Partly allowed** - |

In the result, this Criminal Appeal is partly allowed. The conviction and sentence imposed upon the appellant/A2 for the offence under Section 420 IPC by the learned Judicial Magistrate No.II, Chengalpattu in C.C. No.131 of 2015 dated 12.04.2024 are hereby confirmed. The conviction and sentence imposed upon the appellant/A2 for the offence under Section 467 IPC are hereby set aside, and the appellant/A2 is acquitted of the said charge. Fine amount, if any, paid by the appellant/A2 in relation to the offence under Section 467 IPC shall be refunded.

The judgment of the learned Judicial Magistrate No.II, Chengalpattu in C.C. No.131 of 2015 dated 12.04.2024 stands modified to the above extent. The appellant/A2 shall undergo the remaining sentence imposed for the offence under Section 420 IPC, if not already undergone, subject to set off under Section 428 Cr.P.C. Bail bond, if any, executed by the appellant/A2 shall stand cancelled. The Trial Court is directed to secure the presence of appellant/A2 and commit him to prison for undergoing the remaining period of sentence, if any. With the above modification, the Criminal Appeal stands disposed of.

This Criminal Appeal came up before me on the 07th day of April, 2026 for final hearing in the presence of M/s.I.Prakash Raj, the learned counsel appearing for the Appellant/Accused A2 and M/s.R.Thirumurugan, the learned Public Prosecutor appearing for the Respondent/complainant, upon hearing both side arguments, upon perusing the relevant records and having stood over the matter for consideration till this day, this Court has delivered the following:

## JUDGMENT

This Criminal Appeal arises out of the Judgment pronounced by the learned Judicial Magistrate No.II, Chengalpattu in C.C. No.131 of 2015 dated 12.04.2024, whereon the learned Judicial Magistrate concluded that the prosecution has proved its case against the Accused A1 for the offences U/s.420, 467, 471 of IPC and as against the Accused **A2** for the offences ***U/s.420, 467 of IPC***. The Accused A1 is convicted for the offences U/s.420, 467, 471 of IPC in terms of Sec.248(2) of Cr.P.C and sentenced the Accused A1 to undergo simple imprisonment of two years for the offence U/s.420 of IPC; sentenced to undergo simple imprisonment of two years and to pay a fine of Rs.10,000/-, in default of payment, to undergo simple imprisonment of one month for the offence U/s.467 of IPC; sentenced to undergo simple imprisonment of two years and to pay a fine of Rs.10,000/-, in default of payment, to undergo simple imprisonment of one month for the offence U/s.471 of IPC. The above three sentences shall run consequently one after the other.

The Accused **A2** is convicted for the offence ***U/s.420, 467 of IPC***, in terms of sec.248(2) of Cr.P.C and sentenced the accused A2 to undergo simple imprisonment of two years for the offence ***U/s.420 of IPC***; sentenced to undergo simple imprisonment of two years and to pay a fine of Rs.10,000/-, in default of payment, to undergo simple imprisonment of one month for the offence ***U/s.467 of IPC.*** The above two sentences shall run consequently one after the other.

Further, the accused A1 is acquitted from the charges U/s.406, 506(i) of IPC, and the accused A2 is acquitted from the charges U/s.406, 471, 506(i) of IPC, in terms of sec.248(1) of Cr.P.C., as the prosecution has not proved its case against them beyond all reasonable doubts. The accused ***(A2)*** who was convicted by trial court is the appellant herein.

**2. Facts of C.C. No.221 of 2018 in short:**

The 2$^{nd}$ accused Mohanrajan - who is a retired Bank Manager, approached the defacto complainant one Mohideen Kapoor and his friend one Jahir Hussain, stating that the property which belonged to one Balasubramanian and others, measuring to an extent of 7 acres and 87 cents is available for sale near Kattankolathur, and further stated that his friend the 1st accused Paulraj has a valid power of attorney and agreement of sale entered into between him and the said Balasubramanian & others and further lured them to buy the property. Hence, on 24.11.2011, on the assurance and inducement of the aforesaid persons, a memorandum of understanding was executed by the defacto complainant and his friend Jahir Hussain with the said Paulraj and sale consideration was fixed as Rs.2,95,000/- (Rupees Two Lakhs Ninety Five Thousand only) per cent, accordingly, the defacto complainant and Jahir Hussain paid a sum of Rs.25,00,000/- as initial advance of the sale consideration, with a condition that all the relevant original documents have to be produced to them for verification before registration.

**2.1.** However, the above accused persons neither produced the original documents nor acted as per the MoU and there was no proper response from the accused persons. Hence, on 10.07.2013, the defacto complainant and Jahir Hussain approached the original owner Balasubramanian and enquired about the proposed sale of property.

However, the said Balasubramanian stated that he did not enter into any agreement of sale or given any power to Paul Raj to deal with his property and informed that the signature found in the agreement of sale dated 12.03.2003 is a forged one. On questioning the accused persons about the fraud and cheating committed by them, they assured that they will return back money of Rs.25,00,000/- and further sum of Rs.10,00,000/- being the damages. Whereas, they have not returned the money and evaded them. On 10.08.2013, when they met the said Mohanrajan and asked for return of money, he rang up to Paulraj and said that the money will be returned on or before 30.08.2013. Finally, on 31.08.2013, they met the said Mohanrajan at his residence and asked for the return of money, he lost his temper and said that if they visit his house next time, demanding money, they will be beaten to death and if they report the matter to police for criminal action, they have to face dire consequences. Hence, the defacto complainant lodged a complaint before the Inspector of Police, Maraimalai Nagar Police station, pursuant to which, a case in Cr. No.803 of 2013 was registered on the file of Maraimalai Nagar Police Station for the offences punishable U/s.406, 420, 506(i) of IPC.

**3.** After observing the due formalities contemplated under Law, the Inspector of Police, Maraimalai Nagar Police Station conducted investigation. After completion of investigation, the Investigating Officer laid Final Report before the Judicial Magistrate No.II, Chengalpattu, against the 1st accused Paulraj for the offences U/s.406, 420, 506(i) of IPC r/w. 467, 471 of IPC and against the 2nd accused Mohanrajan for the offences U/s.406, 420, 506(i) of IPC.

**4.** The learned Judicial Magistrate No.II, Chengalpattu took cognizance of offences and the case was numbered as C.C. No.131 of 2015.

**5.** Before the learned Judicial Magistrate, in order to prove the case of the prosecution, on the side of the prosecution, the prosecution has chosen to examine six witnesses as prosecution witnesses PW.1 to PW.6 and eight documents were marked as Ex.P.1 to Ex.P.8. No material objects have been marked. Further, no witnesses examined and no documents were marked on the side of the defence.

**6. The deposition of prosecution side witnesses in brief are as follows:**

**PW1. Thiru.Moideen Kapor:**

The PW1 is the resident of No.9, Venkatasamy Street, Mylapore, Chennai; he is the businessman; he was doing real estate business; he and his friend one Jahir Hussain were doing real estate business; one Bazeer and Anifa - who are well known to them, are the land brokers; they stated that a land was available for sale at Kattankolathur; during September 2011, they straight away showed 7.87 acre of land; the persons who showed the land at that area are one Mohanrajan - who is the retired Bank officer and one Paulraj; they (Mohanrajan and Paulraj) stated that they only purchased the said land for one Balasubramaniam, now the said Balasubramaniam wants to sell the said land; they further stated that in respect of the said land, the said Balasubramanian gave Power of Attorney to Paularaj; they stated that the rate of the said land is Rs.2.95 Lakhs per cent; to fix the sale for the said 7.87 acres of land, they demanded an advance of Rs.1 Crore; on 23.11.2011, the PW.1, his friend Jahir Hussain and Anifa Bazeer went to Trichy by Car; Mohanrajan came to Trichy in another car; advance for the said land is Rs.1,00,00,000/-, for which Rs.25,00,000/- (Rs.10,00,000/- was by way of cash, Rs.12,50,000/- by way of cheque (HSB) and Rs.2,50,000/- by way of Demand Draft, Karur Vysya Bank) was paid to Paulraj at Trichy, Palakarai by citing Anifa and Mohanrajan as witnesses and executed a written Memorandum of understanding; in the memorandum, the PW.1 and Jahir Hussain are one part and Paulraj is the other part, and Anifa and Mohanrajan have signed as witnesses; at that time, copy of Power of Attorney Deed issued by Balasubramanian to Paulraj was given to PW.1; an understanding was arrived at to the effect that the remaining Rs.75,00,000/- has to be paid within 15 days, after showing the relevant original documents of the land; thereafter, the said Palrauj dragged the matter for about two months in order to furnish the original parent documents; on suspicion, while enquiring the landlord Balasubramanian who resided at Adyar, Chennai, he stated that the property was given to his father by government, as his father was a Freedom Fighter and further stated that he has not given any power of attorney in respect of the said land and he cannot sell the property; all the parent documents in respect of the property are with him; on hearing the same, he understood that he was cheated; later they approached Paulraj and Mohanrajan on several times and stated that they do not want to buy the land and demanded their money; but they deliberately delayed the same for about one year; during August 2013, when he approached Mohanrajan at his residence at Rajakilpakkam and asked money, the said Mohanrajan replied that he met loss in business and hence he is not able to repay money; he threatened the PW1 that he will commit suicide after writing a suicidal note by mentioning the names of Moideen Kapoor (PW.1) and Jahir Hussain, if the PW1 demand the money and the criminal case would be initiated against PW1;  since the money has not been returned even after several repeated attempts, they lodged a complaint before the Superintendent of Police, Kancheepuram District against Paulraj and Mohanrajan who cheated them; the said complaint has been forwarded to Maraimalai Nagar Police for enquiry; the complaint shows before the court the complaint which was lodged by PW1 and Jahir Hussain before the office of the Superintendent of Police, Kancheepuram District; the complaint is Ex.P1; the first signature found in the complaint is his signature; the Memorandum of Understanding which is shown in the court is Ex.P2; the said Mohanrajan - who cheated them is present in the court; based on the order of the Hon'ble High Court of Madras, the accused have attended the police enquiry; during police enquiry, the accused showed a unregistered agreement deed in Rs.100/- stamped paper stated to be the PW1 and Jahir Hussain received the money which they are entitled and cancelled the agreement; it is a forged document created by the accused persons; the said forged document is Ex.P3; the first signature found in the said forged document which is shown in the court is not his signature.

**PW2. Thiru.Jakir Hussain:**

The PW2 is the resident of Choolaimedu, Chennai; he was also doing real estate business; he and his friend one Moideen Kapor were doing real estate business; one Bazeer and Anifa - who are well known to them, are the land brokers; they stated that a land was available for sale at

Kattankolathur; during September 2011, they straight away showed the 7.87 cents of land; the persons who showed the land at that area are one Mohanrajan - who is the retired Bank officer and one Paulraj; they (Mohanrajan and Paulraj) stated that they only purchased the said land to one Balasubramaniam, now the said Balasubramaniam wants to sell the said land; they further stated that in respect of the said land, the said Balasubramanian gave Power of Attorney to Paularaj; they stated that the rate of the said land is Rs.2.95 Lakhs per cent; to fix the sale for the said 7.87 cents of land, they demanded an advance of Rs.1 Crore; on 23.11.2011, the PW.2, his friend Moideen and Anifa Bazeer went to Trichy by Car; Mohanrajan came Trichy in another car; advance for the said land was Rs.1,00,00,000/-, for which Rs.25,00,000/- (Rs.10,00,000/- was by way of cash, Rs.12,50,000/- by way of cheque (HSB) and Rs.2,50,000/- by way of Demand Draft, Karur Vysya Bank) was paid to Paulraj at Trichy, Palakarai by citing the Anifa and Mohanrajan as witnesses, by executing a written Memorandum of understanding; in the memorandum, the Moideen Kapoor and PW.2 are one part and Paulraj is the another part, and Anifa and Mohanrajan haave signed as witnesses; at that time, copy of Power of Attorney Deed issued by Balasubramanian to Paulraj was given to PW.1; an understanding was arrived at to the effect that the remaining Rs.75,00,000/-

has to be paid within 15 days, after showing the relevant original documents of the land; thereafter, the said Paulraj dragged for about two months for furnishing the original parent documents; on suspicion, while enquiring the landlord Balasubramanian - who resided at Adyar, Chennai, he stated that the property was given to his father by the government as his father was a Freedom Fighter and further stated that he has not given any power of attorney in respect of the said land and he did not want to sell the property; all the parent documents in respect of the property were with him; on hearing the same, PW2 understood that he was cheated; later they approached Paulraj and Mohanrajan on several times and stated that they have no intention to buy the land and demanded their money; but they deliberately delayed the same for about one year; during August 2013, when he approached Mohanrajan at his residence at Rajakilpakkam and asked money, the said Mohanrajan replied that he met loss in the business and hence he cannot repay the money; he threatened PW2 that they (Mohanrajan and Paulraj) will commit suicide after writing a suicidal note by mentioning the names of Moideen Kapoor and Jahir Hussain and if PW2 demand money, criminal case would be initiated against both of them (PW1 & PW2); since money has not been returned even after several repeated attempts, they lodged a complaint before the Superintendent of

Police, Kancheepuram District against Paulraj and Mohanrajan who cheated them; the said complaint has been forwarded to Maraimalai Nagar Police for enquiry; the complaint shows in the court the complaint which was lodged by Moideen Kapoor and PW2 before the office of the Superintendent of Police, Kancheepuram District; the complaint is Ex.P1; the second signature found in the complaint is his signature; the said Mohanrajan - who cheated them is present in the court; based on the order of the Hon'ble High Court of Madras, the accused have attended police enquiry; during police enquiry, the accused showed a unregistered agreement deed in Rs.100/- stamp paper stating that Moideen Kapoor and PW2 received the money which they are entitled and cancelled the agreement; it is a forged document created by the accused persons; the second signature found in the said forged document which is shown in the court is not his signature.

**PW3. Thiru.Mohammed Anifa:**

The PW3 is the resident of Choolaimedu, Chennai; he got retired from government service; during and after August, 2011, one Mohanraj got acquittance with him through Bazeer Kutty and stated that he purchased one Paulraj's Kattankolathoor land and requested to convey if any person is willing to buy; the extent of the said land is 7 acre 81 cents; on request of the said Mohan raj, he informed and arranged one Moideen Kapoor and Jahir Hussain for purchase of the said land; since the owner of the land Paulraj is residing at Trichy, made arrangements to talk in respect of purchase of the said land; on 23rd September, 2011, he went to Trichy along with Mohanraj at the vehicle arranged by the said Mohanraj; Moideen Kapoor and Jahir Hussain also came to Trichy; on seeing the copies of documents of the land, decided to purchase of the land; they did not see the parental documents; on deciding to purchase the land, they (Mohanraj and Paulraj) stated that one cent is Rs.2,95,000/- and on payment of Rs.1,00,00,000/- would hand over the original documents; on 23rd September, 2011, a Memorandum of Understanding was executed at Trichy between the said Paulraj and Moideen Kapoor & Jahir Hussain; in the Memorandum of Understanding, he (PW3) and Mohanraj signed as witnesses; for which a sum of Rs.25,00,000/- was paid *(Rs.10,00,000/- by cash, Rs.12,50,000/- by cheque and Rs.2,50,000/- by Demand Draft)* in the presence of him; all were signed; the memorandum of understanding shown in the court which was entered into between Moideen Kapoor & Jahir Hussain and Paulraj in respect of the land at Kattankolathur and the MoU executed at Trichy on 23rd November, 2011 are one and the same; the 2nd witness signature found in the MoU is his signature; the said signature is

Ex.P6; the person who signed along with him as 1st witness is Mohanraj; the Paulraj delayed in registering the sale; from the copy of the document, it came to light that the owner of the land is Balasubramaniam; while enquired him, he stated that he has no connection with Paulraj; thereafter, approached Mohanraj and demanded the said amount of Rs.25,00,000/-; he assured that he will complete the matter, but he delayed the same; later, since no money repaid, the Moideen Kapoor and Jahir Hussain lodged complaint before the Police and based on the complaint, police enquired him.

**PW4. Thiru.Mohamed Sheik Askar:**

The PW4 is the resident of Choolaimedu, Chennai; he completed his civil engineering and acted as Real Estate Broker; his father Mohamed Anifa and one Basheer are friends; they are doing real estate business; one Moideen Kapoor and Jahir Hussain used to meet them; he knows them; in order to purchase a land for Moideen Kapoor and Jahir Hussain, his father approached one Paulraj through Mohanraj; a talk process was going on as if the said Paulraj is having a land at Kattankulathoor to an extent of 7.87 cent and the said land is ready for sale; in order to visit the said land, Moideen Kapoor and Jahir Hussain went along with his father; the land was shown to them; rate for the land also conveyed; rate was conveyed up to

Rs.1,00,00,000/- and paid an advance of Rs.25,00,000/- to Paulraj; his father, Moideen Kapoor, Jahir Hussain, Mohanraj went to Trichy on 23.09.2011; there, they paid advance and entered into an agreement; it is agreed to pay the remaining amount after giving the original documents; Mohanraj and Paulraj delayed to give the original documents for the said land; his father conveyed the same to him; during 2013, February, it came to light through some other persons that the original owner of the land is one Balasubramaniam, who resided at Housing Board, Adyar, Chennai; in order to enquire the same, he along with Moideen Kapoor, Jahir Hussain, his father went straight away; he (Balasubramaniam) stated that the said land is given by government to freedom fighter, the said land stands in his name, he did not sell the land and he did not give any power; he had shown the original documents of the property; we have seen the documents; after they met Balasubramaniam, while asked Mohanraj and Paulraj, they threatened them saying that they would lodge a police complaint against them; since there is no fruitful result after several demands, they lodge a complaint before the Superintendent of Police and based on the complaint police enquired him.

**<u>PW5. Thiru.Tamarai Selvan, Scientific Officer:</u>**

The PW5 is working at Forensic Science Department, Chennai as Scientific Officer and Document Expert; on 30.01.2014, as per the order of the Judicial Magistrate No.II, Chengalpattu dated 24.01.2014, the documents pertaining to Cr. No.803 of 2013 of Maraimalainagar police station were received, through Special Sub Inspector Parasuraman; he marked the questioned signature as 'Q' series; marked the accepted signature as 'A' series; marked the standard signatures as 'S' series; he marked the questioned signatures of Mohideen and stokes found in the receipt issued for cancel the agreement and receipt of amount as Q1 and Q2; the questioned signature of NN Jahir Hussain found in the said document is marked as Q3 and Q4; the signature of NA Moideen Kapoor found in the accepted Memorandum of Sale dated 21.11.2011 are marked as A1 to A9; the signature of Jahir Hussain found in the said document are marked as A10 to A18; the standard signatures of NA Moideen Kapoor are marked as S1 to S19; the standard signatures of Jahir Hussain are marked as S20 to S29; he compared the handwriting characteristics of the accepted signatures A1 to A9 and S1 to S19 with the questioned signatures Q1 and Q2 and gave report stating that the person who wrote the accepted signature did not wrote the questioned signatures; he also enclosed the reasoning for his findings in a separate sheet; likewise, he compared the handwriting characteristics of the accepted signatures A10 to A18 and S20 to S39 with the questioned signatures Q3 and Q4 and gave report stating that the person who wrote the accepted signature did not write the questioned signatures; he also enclosed the reasoning for his findings in a separate sheet; he along with the Deputy Director Mohan compared and prepared the report and sent the reports in a sealed cover to the Court; the documents shown in the court and the Forensic Lab Department reasoning sheet are one and the same; the said document is Ex.P7. The signature found in the said document is his signature.

**PW6. Thiru.Radhakrishnan:**

The PW6 is the investigating officer; on 14.12.2013 at 21.30 hours in the night, while he was working as Inspector of Police at Maraimalai Nagar Police Station, the complaint which was given by one Moideen Kapoor and Jahir Hussain to Superintendent of Police, Kancheepuram District, was placed before him; based on the complaint he registered a case in Cr. No.803 of 2013 on the file of Maraimalai Nagar Police station for the offences U/s.406, 420, 506(i) of IPC and taken up for investigation; the First Information Report is Ex.P8; on 15.12.2013, he enquired the witnesses Moideen Kapoor, Jahir Hussain, Mohamed Anifa, Basheer and recorded their statements; while he was on search of the accused, the accused have filed an application for anticipatory bail; on 25.01.2014, the accused Paulraj handed over the Original Receipt executed in Rs.100/- valued stamp paper for refund of money and cancellation of agreement as per the directions of the Hon'ble High Court of Madras, and he received the said document under Form-91; on 25.01.2014, he re-enquired the witnesses Moideen Kapoor, Jahir Hussain and recorded their further statements; in order to send the document which was received from the accused to forensic science lab for examination, as per the direction of the court, he appointed the Special Sub Inspector Parasuraman and issued a requisition letter on 29.01.2014; on 05.03.2014, he obtained the Forensic Science Lab report and enquired Scientific Officer Thamaraiselvan and witness Askar and recorded their statements; based on the report of the Forensic Science Lab, since it has been confirmed that the accused Paulraj prepared the forgery document, he altered the sections of law into Sec.406, 420, 506(i) IPC r/w. 467, 471 IPC under Ex.P9 Section Alterations Report; on 14.03.2014, the 2nd accused Mohanrajan obtained anticipatory bail by the Hon'ble High Court, Madras in Crl.O.P. No.2141 of 2014; on 20.05.2014 at 21.00 hours in the night, he arrested the accused Paulraj near his house at Trichy and on 21.05.2014, he sent the accused Paulraj to judicial custody; after completion of investigation, he laid Final Report against the 1st accused

Paulraj for the offence U/s.406, 420, 506(i) of IPC r/w. 467, 471 IPC and against 2nd accused Mohanrajan for the offence U/s.406, 420, 506(i) IPC.

**7.** After completion of full-fledged trial, on 12.04.2024, the learned Judicial Magistrate No.II, Chengalpattu pronounced Judgment, concluding that the prosecution has proved its case against the Accused A1 for the offences U/s.420, 467, 471 of IPC and as against the Accused A2 for the offences ***U/s.420, 467 of IPC***. The Accused A1 is convicted for the offences U/s.420, 467, 471 of IPC in terms of Sec.248(2) of Cr.P.C and sentenced the Accused A1 to undergo simple imprisonment of two years for the offence U/s.420 of IPC; sentenced to undergo simple imprisonment of two years and to pay a fine of Rs.10,000/-, in default of payment, to undergo simple imprisonment of one month for the offence U/s.467 of IPC; sentenced to undergo simple imprisonment of two years and to pay a fine of Rs.10,000/-, in default of payment, to undergo simple imprisonment of one month for the offence U/s.471 of IPC. The above three sentences shall run consequently one after the other.

**7.1.** Further, the Accused A2 is convicted for the offence ***U/s.420, 467 of IPC***, in terms of sec.248(2) of Cr.P.C and sentenced the accused A2 to undergo simple imprisonment of two years for the offence ***U/s.420 of***

***IPC***; sentenced to undergo simple imprisonment of two years and to pay a fine of Rs.10,000/-, in default of payment, to undergo simple imprisonment of one month for the offence ***U/s.467 of IPC.*** The above two sentences shall run consequently one after the other.

**7.2.** Further, the accused A1 is acquitted from the charges U/s.406, 506(i) of IPC, and the accused A2 is acquitted from the charges U/s.406, 471, 506(i) of IPC, in terms of Sec.248(1) of Cr.P.C., as the prosecution has not proved its case against them beyond all reasonable doubts.

**8. The adjudication of the trial court are as under:**

a) The charges framed against A1 and A2 are for offences under Sec. U/s.406, 420, 506(i) r/w 467, 471 of IPC.

b) Showing the forged Power of Attorney the A1 and A2 induced P.W.1 and P.W.2 to enter into MOU and part away a huge sum of Rs.25,00,000/-.

c) From the deposition of P.W.1 to P.W.4 and Ex.P2, the prosecution has established its case.

d) Neither the imputations made against the accused persons denied nor any evidence produced on their side to show that Power of Attorney is a true/genuine one.

e) Whereas for want of entrustment of property, offence under Sec.406 of I.P.C. framed against A1 and A2 is not made out.

f) In the absence of alleged forged document of power of attorney brought before the court, offence under Sec.467 of I.P.C. framed against A1 and A2 is not proved.

g) As per the deposition of P.W.1 and P.W.2, the Ex.P3 submitted by A1 is a fake document not executed by them and their deposition has been corroborated by the deposition of an expert P.W.5 and report Ex.P7. As such the offence under Sec.467 is ultimately made out against A1 and A2.

h) When A1 having the knowledge of Ex.P3, a fake document used the same as genuine committed the offence under Sec.471 of I.P.C. As far as A2 is concerned, there is no evidence to show that he approached the Hon'ble High Court seeking anticipatory bail on production of Ex.P3 and hence the offence is not made out against A2.

i) The utterance of mere word that the person will commit suicide will not fall under Sec.506(i) of I.P.C. Hence it is not made out against A1 and A2.

**9.** Being aggrieved by the said Judgment of conviction passed against the A2 for the offenses U/s.420, 467 of IPC, this Criminal Appeal has been preferred by the Appellant/ A2.

**10. Grounds of Appeal:**

- The impugned order of the trial court is against law, weight of evidences and probabilities of the case. The trial court failed to appreciate the evidences in their proper perspective and in an appropriate manner. The trial court has erroneously given credence to the bare pleadings and mere statements of the Respondent, even though the Respondent has failed to substantiate the same either through oral evidence or by way of documentary evidence, and has further in the absence of the same, passed the impugned order.

- The learned Trial court had lost sight over the FIR and the charges framed against the appellant/Second Accused. In the present FIR section 120B of IPC is not included, therefore the act of the First accused and the act of the second accused are to be taken separately. The trial Court should have considered the charges against the first accused and the second accused separately but the Trial court had considered that the charges are common for both the accused and had thus passed the impugned order.

- The Hon'ble Trial Court completely lost sight in finding out the appellant / second accused was not at all charged under section 467 and 471 of IPC but the Trial Court had convicted the appellant/second accused under section 467 of IPC. Conviction under Section 467 of IPC which was not at all framed against the Appellant / Second accused is untenable.

- The two penal sections of 467, 471 of IPC were initially not in the FIR No: 803 of 2013 but later by altering the FIR two sections of 467, 471 of IPC were shown only against the First Accused and there is no involvement of the second accused and even the alteration report of the respondent police had clearly shown Paulraj as accused and even the signature of the second accused was fraudulently made in the document submitted by the First accused and therefore the second accused is absolutely innocent of the charges levelled against him. Further, from the deposition and admission of the PW6 - the investigation officer, it is crystal clear that the two new sections inserted 467, and 471 are not in connection with A2 and it is only A1 who is charged with these two penal sections.

- The trial Court erred in finding out that the ingredients have been established by the prosecution to prove the guilt of Appellant / Second accused under Section 420 of IPC.

- The Trial Court had erred in finding out the role of the Appellant / second accused in the entire transaction, as the Appellant/Second Accused is only a witness in the Memorandum of Understating dated 24.11.2011, he is not at all a beneficiary nor he had received any amount or part of the amount out of the deal and not being a beneficiary or a party to the document.

- The trial Court failed to consider that in the Complaint dated 18.09.2013 lodged by the Defacto Complainant, there is not even a word which specifies that the appellant had received any amount from the Defacto complainant and the complaint clearly specifies that the Defacto complainant had entered into an agreement with one S. Paulraj, the First Accused and in such a situation when the appellant is not at all a beneficiary, the reason why the appellant convicted is not known.

- The trial Court failed to consider the witness PW1 who had admitted that he is doing real estate business, therefore the entire transaction is commercial transaction and the Hon'ble High Court through its several Judgments had emphasized that no FIR should be registered in Commercial transactions but the same was out of sight of the Trial Court. Further, the Trial Court failed to consider that the Money was given and MOU was signed between the First accused and the PW1 at Trichy, Palakarai so there is no Jurisdiction for the respondent police to register the FIR. The trial Court failed to consider that the Prosecution side witness PW1 had admitted that the second accused is only a witness along with another witness Haniffa and also an arbitrator and the same had been admitted by the PW1. The evidence of the PW2 also reflects the same.

- The Hon'ble Trial Court failed to show how the Respondent police has got jurisdiction over the matter and the Respondent police on receiving the complaint should have instructed the Defacto Complainant to approach the Police authorities at Trichy and lodge the complaint and when no part of the crime had been done within the Jurisdiction of the Maraimalai Nagar Police Station limits, the factor which induced the Respondent police to register an FIR within their police station and to conduct the case in this matter is unknown and same had been raised by the second accused and even then the Trial Court did not appreciate the same nor has explained as to how the Trial Court came to a conclusion that the Hon'ble Court has got Jurisdiction to entertain the FIR and award conviction.

- The Prosecution side witness PW1 had deposed that the xerox copy of the General Power of Attorney Deed was given to them by the First Accused and also the PW1 had showed the same to Balasubrmaniam. Thus, it is clear that the PW1 is well aware and was in custody of the General Power of Attorney Deed, even being in custody the same was not at all produced before this court and marked as a document, therefore the authenticity of the same cannot be challenged and the PWI has not come with clear hands before the trial Court.

- The PW1 had deposed that after 15 days PW1 had not paid the remaining amount of Rs.75,00,000/- as per the terms of the MOU dated 24.11.2011 and therefore the MOU stands cancelled as per the terms. The entire case is based on the said MOU, which has already been cancelled and void and thus the PW1 and PW2 not performing their part of the MOU properly cannot now take any advantage of their own fault. The deposition of PW2 also the very same that of PW1.

- Further, the PW2 in his own words had deposed that the Second accused is only "நடுநிலையாளர்", therefore the second accused being an arbitrator, he cannot be made an accused and he is an accused of no guilt on his part. The PW2 further admitted very clearly that the Money was given only to Paul Raj (A1) and also had admitted that the Second accused stood only a witness along with another witness Haniffa.

- The Prosecution side witness PW2 during cross examination had admitted that PW2 had met the second accused only after entering into the agreement, therefore the contents of the complaint that the land was shown to them by second accused itself is false.

- The Prosecution witness PW2 had deposed that he came to know Balasubramaniam as the owner of the property only after two or three months of entering in the MOU, whereas in the chief examination, he had deposed that at the time of showing the land itself it was explained to him that Balasubramanian is the owner of the property and even in the document No1 - MOU it is clearly mentioned that that property belongs to Balasubramanian and Paulraj is only an agreement holder, thus the witness of the PW2 lacks credibility.

- The Prosecution witness Pw4 is no way connected to the incident at all, the Pw.4 was not present at the time of the signing of the MOU dated 24.11.2011 nor at the time of money being paid to the accused 1, nor he is a witness and he is only a cooked up, false witness and his testimony have to be completely stuck off. None of the Prosecution side witnesses have stated during their examination that PW4 was with them at the time of signing the MOU dated 24/11/2011 nor at the time of the paying the money, thus the PW4 is remote witness and no way connected with the incident.

- The Prosecution witness P4 during his chief examination dated 21/10/2016 had clearly stated that "my father had told the same to me", which clearly shows that P.W.4 is the witness hear-say witness. Therefore, his evidence (hearsay evidence) has to be completely struck off and the evidence and statements of the PW4 had to be dismissed on the face.

- The Hon'ble Trial Court failed to consider that having been appointed as an arbitrator by both the Defacto Complainant and the First Accused, it itself clearly proves the truthfulness of the appellant and the situation of arbitration never arose at all, none of the parties had approached the appellant to conduct any arbitration nor the second arbitrator had been appointed by the parties and in that situation the appellant’s part in the crime is not at all established.

- The Trial Court failed to see that the complaint was lodged by the Defacto Complainant on 18.09.2013 that is after a delay of 664 days or in other words after 1 year 9 month 25 days. Though the complaint was lodged on 18.09.2013, the authorities had chosen to register the F.I.R on 14.12.2013 that is after an inordinate delay of 87 days and the Respondent police authorities did not murmur a word regarding the reason for the Delay in registering the F.I.R. The same was not stated by the Respondent police and even the impugned Judgment is silent regarding the delay and had not explained how the delay in registering the FIR was justified.

- The Investigation officer knowing all the pitfalls in the F.I.R. registered by them which is filled with inordinate delay, that too in a civil commercial dispute and without any Jurisdiction limits and without conducting proper enquiry had understood that if the case is conducted properly the Investigation officer would be in a difficult situation and therefore had evaded from receiving summons and adhering to the orders of the Trial Court.

- The trial Court had erred to find out that even when the matter came up for hearing on 18.10.2019, the Hon'ble Trial court had expressed its dismay by recording as follows: ***"A1 absent. PFA. A2 present. Petition u/s.245 Crpc filed and dismissed. No rep. for police. It is the case in which high court has directed for speedy disposal. But the police are not providing evidences. Issue fresh summons to Lw4 and 7 by 30.10.2019".***

- The trial Court had erred to find out the attitude of the Respondent police who had acted in haste without proper enquiry and now struggling to get along with the case and trying to drag on the proceeding so that innocent like the second accused will be always kept in the never ending turmoil and burden, which in-turn will help the Defacto complainant to abuse the legal process.

- The Hon'ble Trial Court had erred to find that the dispute between the First accused and the Defacto Complainant is only a civil commercial dispute where the Defacto Complainant had stated that they had given an advance amount of Rs.25,00,000/- for purchase of certain property and both the First Accused has got some liabilities and rights based on the Memorandum of Understanding entered between the First Accused and the Defacto Complainants on 24.11.2011 at TRICHY and also the Defacto Complainants also had got certain liabilities and rights.

- The Hon'ble Trial Court had erred to appreciate the deposition of the enquiry officer that the dispute is purely a civil commercial transaction, the Investigation Officer should have advised both the parties to approach the civil court to seek their remedy available through the Memorandum of Understanding dated 24.11.2011. But instead, the Enquiry Officer was so enthusiastic to register FIR against the First and the Second Accused and initiate the criminal proceedings and reason behind the enthusiasm to register a FIR in a civil dispute with agreement as a document had to be explained by the Investigation Officer to this Court.

- The Hon'ble Trial Court had erred to find the Memorandum of Understanding dated 24.11.2011 Page 5 Para 10 there is a clear remedial clause available for both the parties to the Memorandum of Agreement. As per the above clause the Defacto Complainants could have proceeded against the First accused and got their remedy as per the accepted terms on their mutual agreement and enforce the same through the civil court, but instead the Defacto Complainant had somehow influenced the Investigation officer to registered an FIR and the Investigation was completely blind folded for some reason and acted as per the request of the Defacto Complainants.

- The owner of the disputed property is one Balasubramanian as mentioned in the complaint dated 18.09.2013. The trial Court had erred to find that the Investigation Officer had made no effort to contact the owner of the land Balasubramanian and to enquire him to find the details whether he has any knowledge about the appellant at all and if the Investigation Officer would have enquired it would have been brought to the broad-day-light that all the three inclusive of the Defacto Complainant and the First Accused are all playing this money racketing game and that the appellant is innocent of the charges levelled against him and the same is not done by the investigation officer who was very precise to add the appellant as an accused in order to make him a prey in the money extraction black game played by the Defacto Complainants and the First Accused.

- The trial Court had failed to consider that in his deposition the investigation officer had admitted that there was only one complaint against the second accused / appellant in the maraimalai Nagar police station and further had deposed that there is no other complaint against the second accused / appellant.

- The trial Court had failed to note that it was admitted by the investigation officer that in the present complaint lodged by the Defacto complaint, the second accused / appellant had filed a bail application before the Hon'ble High Court and the same was numbered as Crl.OP No: 32334/2013 in which order was passed on 13.12.2013.

- The Hon'ble Trial Court had failed to consider that the investigation officer had admitted that in the bail application respondent police had given an reply to the High Court that enquiry was over and the complaint is closed and the second accused / Appellant is not required to be arrested. The investigation officer further admitted that complaint in which reply given was closed before the Hon'ble High Court and the second accused was arrested after the present FIR was registered.

- The Hon'ble Trial Court had failed to find out that the Investigation officer had purposefully abused the legal process and without any due respect to the Hon'ble High Court had acted with grudge and had caused severe loss to the second accused / appellant and the same need to be compensated by the Investigation officer and going further now the Trial Court had convicted the second accused in the same complaint which was closed by the Hon'ble High Court.
- The Trial Court had failed to find out the fact the Investigation Officer during cross examination had admitted that he had registered only a civil case and the matter is only civil in nature and thus when admitted by the Investigation officer himself that the matter is civil in nature the entire trial of the case becomes sham, the second accused / appellant has to be acquitted without any delay.
- The admission of the Investigation officer himself that the matter is only a civil case and that he had registered only a civil case in the matter and thus being admitted as civil dispute, the entire prosecution case fails and the second accused has to be acquitted.
- The trial Court had failed to appreciate the age of the appellant, previous antecedents of the appellant, already the matter is being closed by the High Court, admission of the enquiry officer that the matter is civil in nature, charges on the second accused and being

convicted on the charge which is not all charged on the second accused.

- The Impugned order and Judgment is passed by the Hon'ble Trial Court mechanically as if the First and the second accused are charged in all the offences and the same is not true, the second accused is not charged under section 467 of IPC but the Trial court has convicted the second accused under section 467 of IPC and as such the second accused incurred a collateral damage with no wrong on his part.

**<u>11. The points for consideration in this appeal are:</u>**

1. Whether the judgment of the trial Court convicting A2 for the offences U/s.420, 467 of IPC is liable to be set-aside?

2. Whether the Appeal can be allowed?

**12.** Heard the learned counsel appearing for the Appellant/Accused No.2 and the learned Public Prosecutor appearing for the Respondent State. Records perused. This Court independently considered the oral and documentary evidence let-in before the trial Court, by either side.

**13.** For the convenience's sake the parties are referred to hereunder in accordance to their litigative status before the trial Court.

**<u>Point No.1 & 2:</u>**

**14.** The appellant/A2 assails the judgment of conviction mainly on the grounds that he was only a witness to the Memorandum of Understanding, no amount was received by him, no charge under Section 467 IPC was framed against him, the dispute is civil in nature, there was delay in lodging the complaint and registration of FIR, and that the Trial Court failed to independently appreciate his role in the transaction. It is further contended that the alleged forged cancellation document marked as Ex.P3 was produced only by A1 and there is absolutely no material connecting A2 with the said document.

**15.** This being a Criminal Appeal against conviction, this Court is duty bound to independently re-appreciate the entire oral and documentary evidence available on record.

**16.** Upon careful scrutiny of the evidence adduced before the trial Court, it is seen that the genesis of the prosecution case is that A1 and A2 induced PW1 and PW2 to purchase land measuring about 7 acres and 87 cents situated near Kattankolathur, representing that A1 had lawful authority to deal with the said property by virtue of a valid Power of Attorney allegedly executed by one Balasubramanian, the original owner.

**17.** The consistent case of P.W.1 and P.W.2 is that A2, namely Mohanrajan, a retired Bank Manager, introduced A1 and represented to them that A1 was duly authorised to sell the property. Both P.W.1 and P.W.2 have categorically deposed that A2 was not a passive spectator, but actively participated in the negotiation process, accompanied them to inspect the property, induced them to proceed with the transaction and travelled to Trichy where Ex.P.2 Memorandum of Understanding came to be executed.

**18.** The testimony of P.W.1 Moideen Kapoor clearly establishes that A2 represented before him and P.W.2 that A1 had authority over the subject property and further assured them regarding the genuineness of the proposed sale transaction. P.W.1 further deposed that on such inducement, a sum of Rs.25,00,000/- was paid as advance on 23.11.2011 at Trichy and A2 signed the Memorandum of Understanding as witness.

**19.** The evidence of P.W.2 Jahir Hussain substantially corroborates the testimony of P.W.1 in all material particulars. The P.W.2 also consistently stated that A2 actively participated in the transaction and accompanied the parties throughout the process. Merely because P.W.2 used the expression "நடுநிலையாளர்" during cross examination, the same by itself cannot dilute the substantive role played by A2 in the inducement process, particularly when his conduct preceding and subsequent to the transaction unmistakably reveals his active involvement.

**20.** The evidence of P.W.3 Mohamed Anifa assumes significance. P.W.3, an independent witness to Ex.P.2 Memorandum of Understanding, clearly deposed that A2 introduced the property for sale, represented that the property belonged to A1 for purposes of sale, and signed the Memorandum of Understanding as witness after the payment of Rs.25,00,000/- in his presence. The P.W.3's testimony inspires confidence and remains materially unshaken in cross examination.

**21.** Likewise, P.W.4 also speaks about the role of A2 in introducing A1 and facilitating the transaction. Though the appellant sought to portray P.W.4 as a hearsay witness, his evidence regarding subsequent verification with Balasubramanian and the conduct of the accused after discovery of fraud lends corroboration to the prosecution version.

**22.** A major defence raised by the appellant is that he was only a witness to Ex.P.2 and had not personally received any money from the defacto complainant. In the considered opinion of this Court, receipt of money is not the sole criterion to attract an offence under Section 420 IPC. The offence of cheating primarily rests upon dishonest inducement and deception at the inception. A person who actively participates in the deception and induces delivery of property cannot escape criminal liability merely because the amount was physically handed over to another accused.

**23.** In the present case, the evidence of PW1 to PW4 consistently establishes that A2 represented to the defacto complainant that A1 possessed valid authority to sell the property, facilitated the negotiations, accompanied the parties to Trichy, attested Ex.P2 Memorandum of Understanding and continued to assure repayment even after the fraud came to light. Such conduct clearly exceeds the role of a mere mediator or neutral witness.

**24.** The contention of the appellant that the dispute is purely civil in nature also does not merit acceptance. It is true that Ex.P2 Memorandum of Understanding contains contractual obligations and civil consequences. However, merely because a civil remedy is available, criminal liability does not automatically vanish if the ingredients of the penal offence are otherwise made out.

**25.** Here, the prosecution evidence discloses that from the inception itself, false representations were allegedly made regarding the authority of A1 over the property. The original owner Balasubramanian had admittedly not executed any valid power in favour of A1. The inducement practised upon P.W.1 and P.W.2 resulted in delivery of Rs.25,00,000/-. Therefore, the element of dishonest intention at the inception stands sufficiently established to attract Section 420 IPC. If at all the power of attorney is true and genuine one, nothing would have prevented the defence from examining the owner Balasubramanian to speak about the same before the court of law.

**26.** The objection regarding territorial jurisdiction also deserves rejection. Though the Memorandum of Understanding was executed at Trichy and money was handed over there, the property involved is situated near Kattankolathur and inducement admittedly commenced within the jurisdictional limits connected to Maraimalai Nagar. Consequences of the alleged cheating also ensued therein. Hence, the Respondent Police cannot be said to have lacked jurisdiction.

**27.** Equally untenable is the argument concerning delay in lodging complaint. Of course, the occurrence pertains to the year 2011 and complaint came to be lodged in the year 2013. However, the evidence of P.W.1 and P.W.2 clearly indicates that they were continuously pursuing the accused persons for return of money and the accused repeatedly promised repayment. Delay occasioned on account of hope of amicable settlement or repayment cannot be mechanically treated as fatal to the prosecution.

**28.** The appellant also contended that absence of charge under Section 120-B IPC disentitles the prosecution from attributing common conduct between A1 and A2. This submission is misconceived. Even in the absence of conspiracy charge, an accused may independently be held liable based upon his own overt acts and participation in the commission of offence. The evidence on record independently establishes the role of A2 in the offence of cheating.

**29.** Therefore, this Court finds no perversity or illegality in the finding rendered by the learned Trial Magistrate insofar as conviction of A2 under Section 420 IPC is concerned. The ingredients of deception, inducement and consequential delivery of money stand sufficiently established against A2.

**30.** However, the conviction of A2 under Section 467 IPC stands on an entirely different footing and requires deeper scrutiny.

**31.** A careful perusal of records reveals that the allegation of forgery arose only after A1 produced Ex.P3, namely the alleged cancellation receipt executed on Rs.100/- stamp paper, during police enquiry. The prosecution case itself is that, Ex.P3 was a forged document created to falsely project as if PW1 and PW2 had received refund of money and cancelled the agreement.

**32.** The P.W.5, the Scientific Officer and handwriting expert, categorically opined under Ex.P7 that the questioned signatures found in Ex.P3 did not belong to PW1 and PW2. Based on such expert opinion, the Investigating Officer altered the penal provisions by including Sections 467 and 471 IPC.

**33.** Significantly, the altered accusation and final report reveal that Sections 467 and 471 IPC were principally attributed against A1, namely Paulraj, who produced Ex.P3 before police enquiry. The prosecution evidence does not disclose any overt act attributable to A2 in the creation, preparation, execution, presentation or use of Ex.P3 except that he subscribed as witness in Ex.P3. In any event the charges framed against A2/appellant is explicitly confined to Sec.406, 420 and 506(i) IPC only.

**34.** More importantly, a careful examination of records reveals that no independent charge under Section 467 IPC was framed against A2. The Trial Court, while ultimately convicting A2 under Section 467 IPC, proceeded on the footing that both accused stood on the same footing regarding Ex.P3. Such approach, in the opinion of this appellate Court, is legally unsustainable.

**35.** It is a settled proposition of criminal jurisprudence that framing of charge is not an empty formality. An accused must be informed with clarity and precision regarding the exact accusation levelled against him so as to effectively defend himself. Conviction for an offence for which no charge was framed, especially when prejudice is demonstrably caused, cannot ordinarily be sustained.

**36.** In the present case, A2 had no direct nexus with Ex.P3. He was not granted with anticipatory bail on the basis of Ex.P3. There is no evidence to show that A2 prepared the alleged forged document, signed it, produced it, or used it as genuine. Even according to PW6 Investigating Officer, Ex.P3 was produced by A1 during police enquiry. The evidence on record is wholly insufficient to fasten criminal liability under Section 467 IPC against A2.

**37.** The Trial Court itself found that Section 471 IPC was not made out against A2 for want of evidence connecting him with the use of Ex.P3. Once such finding has been rendered, conviction under Section 467 IPC, in the absence of charge and connecting evidence, becomes wholly unsustainable.

**38.** Accordingly, this appellate Court holds that the conviction and sentence imposed against A2 for the offence under Section 467 IPC are liable to be interfered with and set aside.

**40. In the result, this Criminal Appeal is partly allowed. The conviction and sentence imposed upon the appellant/A2 for the offence under Section 420 IPC by the learned Judicial Magistrate No.II, Chengalpattu in C.C. No.131 of 2015 dated 12.04.2024 are hereby confirmed. The conviction and sentence imposed upon the appellant/A2 for the offence under Section 467 IPC are hereby set aside, and the appellant/A2 is acquitted of the said charge. Fine amount, if any, paid by the appellant/A2 in relation to the offence under Section 467 IPC shall be refunded.**

**The judgment of the learned Judicial Magistrate No.II, Chengalpattu in C.C.No.131 of 2015 dated 12.04.2024 stands modified to the above extent. The appellant/A2 shall undergo the remaining sentence imposed for the offence under Section 420 IPC, if not already undergone, subject to set off under Section 428 Cr.P.C. Bail bond, if any, executed by the appellant/A2 shall stand cancelled. The Trial Court is directed to secure the presence of appellant/A2 and commit him to prison for undergoing the remaining period of sentence, if any. With the above modification, the Criminal Appeal stands disposed of.**

Dictated to the Steno-typist, directly computerized by him, corrected and pronounced by me in open Court, on this 01st day of June 2026.

T CHANDRASEKARAN Digitally signed by T CHANDRASEKARAN Date: 2026.06.01 19:20:36 +0530

**Principal District and Sessions Judge,**
**Chengalpattu.**

**List of Witnesses and Evidences on Appellant's side: - NIL -**
**List of Witnesses and Evidences on Respondent's side: - NIL -**

T CHANDRASEKARAN Digitally signed by T CHANDRASEKARAN Date: 2026.06.01 19:20:40 +0530

**Principal District and Sessions Judge,**
**Chengalpattu.**