

IN THE COURT OF JUDICIAL MAGISTRATE NO.II CHENGALPATTU

Present: Tmt.S. Sahaana, M.A. M.L. MA.,

Judicial Magistrate No.II, Chengalpattu

CrI.M.P. No.855 of 2026

Tuesday, the 23rd day of June 2026.

M/s. Raj Residency,

A Partnership firm,

Represented by Partner Mr. Naveen Kumar Kochar

No.2/22, Kennet Lane, Egmore,

Chennai – 600 008.

.... Petitioner

.. Vs ..

Inspector of Police,

CCB Tambaram

Cr.No.18/2025

....Respondent/Complainant

This Petition is filed u/s. 507 BNSS and coming before me on 23.06.2026 for final hearing in the presence of M/s. S. Vishnu, V. Sivan Kumar, S. Siranjeevi, Learned Advocate for the Petitioner and Assistant Public Prosecutor Grade-II for the Complainant / Respondent and on perusal of the Petition and other connected records and have been stood over for consideration till this day this court made the following-

ORDER

1. The property Application is filed under Section 497 and Section 503 of BNSS.

2. Brief averment of the Petition filed by the Petitioner is as follows:

The Petitioner herein is the owner of the properties namely

S.No.	Description of Documents
1	₹100 Stamp Paper (page 1) Lease Deed Date. 14.12.2022.
2	₹20 Stamp Paper (pages 1-5) Rental Agreement Date.31.03.2022.
3	₹100 Stamp Paper (pages 1-16) Lease Deed Date 18.12.2024.
4	₹20 Stamp Paper (pages 1-8) Lease Deed Date 01.11.2023.
5	₹100 Stamp Paper (pages 1-25) Accommodation Service Agreement.
6	₹100 Stamp Paper (pages 1-7) Simple Mortgage Deed Date 23.07.20.
7	₹20 Stamp Paper (pages 1-24) Leave and Licence Agreement.
8	₹100 Stamp Paper (pages 1-12) No.AX682377-Sale Deed Date 26.08.2016.
9	₹20 Stamp Paper (pages 1-8) No.19AC813277-Lease Agreement Date 04.07.2023.
10	₹20 Stamp Paper (pages 1-38) No.73AB 470702 Leave and Licence Deed Date 23.05.2024.
11	₹20 Stamp Paper (pages 1-5) No.73AB 913274 Rental Agreement Date 16.07.2020.
12	₹50 Stamp Paper (pages 1-7) No. AW 289739 Leave Deed Date 25.01.2019.
13	₹100 Green Stamp Paper (pages 1-10) No.BY742954 Lease Deed Date 13.02.2020.
14	₹10 Stamp Paper (pages 1-5) No.34AA 951058.
15	₹100 Stamp Paper (pages 1-6) No.CN 584185 Sale Deed Date 25.02.2022.
16	₹10 Stamp Paper Blank-4

	1.No.26AA 361447 2.No.26AA 361432 3.No.26AA 361431 4.No.26AA 361448
17	₹20 Stamp Paper Blank-42 1. No.39AB 888672-24.08.2017 2. No.39AB 162986-07.04.2017 3. No.39AB 162987-07.04.2017 4. No.39AB 162989-07.04.2017 5. No.39AB 162990-07.04.2017 6. No.39AB 888690-24.08.2017 7. No.39AB 888691-24.08.2017 8. No.39AB 888692-24.08.2017 9. No.39AB 888693-24.08.2017 10. No.39AB 888694-24.08.2017 11. No.02AB 063846-23.05.2014 12. No.98AA 273180-10.03.2014 13. No.98AA 273181-10.03.2014 14. No.39AB 888695-24.08.2017 15. No.39AB 888696-24.08.2017 16. No.39AB 888689-24.08.2017 17. No.33AB 470703-05.04.2020 18. No.59AB 509898-04.01.2019 19. No.59AB 509897-04.01.2019 20. N0.60AB 958417-13.11.2018 21. No.60AB 958417-13.11.2018 22. No.46AB 246711-16.02.2018 23. No.46AB 246713-16.02.2018

	24. No.46AB 246714-16.02.2018 25. No.46AB 246712-16.02.2018 26. No.66AA 316546-15.07.2011 27. No.66AA 334742-25.07.2011 28. No.66AA 613500-25.07.2011 29. No.66AA 316455-15.07.2011 30. No.66AA 334743-25.07.2011 31. No.66AA 334744-25.07.2011 32. No.66AA 334745-25.07.2011 33. No.66AA 334746-25.07.2011 34. No.66AA 334748-25.07.2011 35. No.66AA 334751-25.07.2011 36. No.66AA 334750-25.07.2011 37. No.66AA 334749-25.07.2011 38. No.77AA 394259-01.07.2011 39. No.81AA 413373-08.11.2012 40. No.81AA 413372-08.11.2012 41. No.93AA 977323-26.10.2013 42. No.02AB 063869-23.05.2014 43. No.02AB 063854-23.05.2014
18	₹50 Rupees Stamp Paper (Indian Nonjudicial) 1. No. Y161735-04.05.2012 2. No. 0082847-19.**.10 3. No. Y172029-06.07.2012 4. No. Y172030-06.07.2012 5. No. Y161736-04.05.2012 6. No. U073251-01.11.2010

19	₹100 Rupees Stamp Paper (India Court Fee) 1. D529360-2013 2.D529361-2013 3.D529362-2013 4.D529363-2013 5.D529364-2013 6.D529365-2013 7.D529259-2013 8.D529356-2013 9.D529357-2013 10.D529358-2013 11.BL934456-2017 12.BL934459-2017 13.BL934460-2017 14.BL934461-2017 15.BM299209-2017 16.BM299210-2017 17.BN402000-2018 18.AK524574-2012 19.AK524580-2012 20.AK454885-2012 21.AL 247825-2012 22.AT084026-2014 23.AT036344-2014 24.AT244011-2014 25.AV958164-2014 26.AU200042-2014 27.AU311239-2014
----	--

28.AU311238-2014
29.AK821304-2012
30.AT036348-2014
31.BL934451-2017
32.BL934452-2017
33.BL934453-2017
34.BL934454-2017
35.BL934455-2017
36.AX152562-2015
37.AX152564-2015
38.AX215224-2015
39.AX215223-2015
40.BA049417-2015
41.AX215218-2015
42.AX215217-2015
43.V736563-2010
44.CW512349-2023
45.DB575588-2024
46.DB590200-2024
47.25AC984735-2023
48.25AC984736-2023
49.25AC984737-2023
50.25AC984738-2023
51.25AC984739-2023
52.25AC984740-2023
53.25AC984741-2023
54.25AC984742-2023
55.24AC334400-2023

	56.24AC643469-2023 57.CX468298-2023 58.24AC643470-2023 59.CX468299-2023 60.24AC643471-2023 61.07AC156734-2023 62.DB492227-2024 63.DB588622-2024 64.25AC358431-2023 65.DB566832-2024 66.DB590199-2024 67.CX468297-2023
20	₹500 Rupess blank stamp paper (Indian Non judicial) 1. F 252948 - 21/09/1970 2. F 252947 – 21/09/1970 (Indian court fee) 3. B 060896 - 4. B 060895 - 5. B 060897-
21	1. Green sheet Blank sheet with signature of 25.00,000 of green sheet - A3 Legal Sheet
22	₹5000 Agreement (1 to 18 pages) Sale Deed no.BJ72538 date 23.07.2007
23	₹10000 Agreement No.292883(1 to 14 pages) Sale Deed 21.07.2007
24	₹ 100 Agreement No.CN584187(1 to 6 pages) sale deed 25.02.2022
25	₹100 Agreement No. DF432821(1 to 24 pages) Lease deed 02.12.2024

26	₹20 Agreement 1 to 50 pages) Agreement deed 15.10.2009
27	₹50 Agreement No. 1304756 (1 to 5 pages) GPA 20.08.200
28	₹100 Agreement No. AD508716 (1 to 10 pages) GPA 16.05.2019
29	₹20 Agreement No.9AA135883 (1 to 8 pages) 23.01.2024
30	₹1000 Agreement No.20/2006 07.12.2005
31	₹1000 Agreement No. 116374 15.12.2005
32	₹100 Agreement No.AL7054490(1to17pages) partnership deed 26.8.2023
33	₹20 Agreement No. 44AB373624 (1to14pages) Agreement Deed 14.09.2017
34	₹5.00.000 Shanti's Cheque No.3 CUB Cheque No. 000009 Kamal.000037 Shanti, 000038 Shanti (A/C No. 5001011013628577) (A/C No.500101013928609)
35	Ramesh kumar kochar 1.50Lakhs Cheque LVB Depieit Reciept No. 122309 A/C.No.042711600000078812
36	PEWDERW EPASS 2003 Auto-24FB53A08063002B-1 and HP PRINTER-1
37	CCTNS HARD HIK VISION Digital Video recorder with adapter-1
38	CISA Electric Locker-1
39	66 th Montieth lane of ground floor panchanama Mobile Phones 1. Galaxy S24 Model SM-S921B/DS Blue IMEI 1-354267933702943, IMEI 2-354563363702944 2.1 Phone 15 White Version IOS 17.5.1 Serial Number H7J6GCRHWD

	IMEI-350944995566150 3. Unused I Phone Phone Switched Off Condition. No Serial Number. No IMEI Obtained.
--	--

Documents which was seized by the Respondent Police. The Petitioner is not named in FIR, nothing incriminating has been discovered as against the Petitioner, the some of the seized properties were used for Petitioner's personal use, some of the documents are of professional and privileged communications. Hence, the Petitioner filed this Petition seeking the relief to direct the Respondent to produce the seized properties and to return the same to the Petitioner as interim custody.

3. Brief averment of the Reply by the Police / Prosecution:

The Seized properties were seized from the Petitioner's place. At this stage of investigation, the ownership of the seized properties cannot be verified. If the case properties is returned, the petitioner may alienate/dispose the same and the prosecution can not prove the case during trial. Hence this petition may be dismissed.

4. Point for determination:

Whether this Application can be allowed or not?

5. Discussion:

Heard. Records perused. On perusal of records, it reveals that the Petitioner has filed a Petition u/s 497 and 503 of BNSS seeking the relief to produce the seized properties and request to hand over the properties to the Petitioner as Interim Custody.

6. On perusal of records, further, it reveals that the Respondent Police registered an FIR in Cr. No. 18 of 2025, offences u/s.406, 409, 420, 466, 467, 468, 471, r/w 109, 120(B), 506(2) of IPC and the properties also seized and produced before this Court. Further, it reveals that the alleged cheated amount involved in this case are huge sum

of amount and the alleged seized properties were seized during the course of investigation. Further, it reveals that the alleged seized properties were allegedly either used for the commission of alleged offence or from the commission of the alleged offence. Further, it reveals that the ownership of the alleged properties can be determined after letting in Oral evidence and as well as documentary evidence, during the course of trial. Since, the offence is grave in nature and sensational in nature and the investigation is in preliminary stage, if the seized properties are returned to the petitioner, the petitioner may alienate/dispose the same and may involve in same and similar kind of offence and it may disrupt to proceed with proper investigation. Hence, on considering above and in the interest of justice, this petition is dismissed.

7. In the result, this Petition is dismissed.

Dictated to the Typist, directly typed by her, corrected and pronounced by me on this 23rd day of June 2026.

Judicial Magistrate No.II,
Chengalpattu.