

**IN THE COURT OF THE JUDICIAL MAGISTRATE No.II, AT
CHENGALPATTU**

**Present:- Tmt. S. Sahaana, M.A., M.L., MA.,
Judicial Magistrate No.II, Chengalpattu.**

Thursday, the 21st day of May 2026

CrI.M.P.No. 2825 of 2025

A.Syed Oli Fathima
w/o. Abdul Rahman.

...Petitioner

//vs//

Chandrasekaran @ Sanjay
s/o. Lingam.

... Accused

//vs//

State Represented by.
The Inspector of Police,
Chengalpattu Taluk Police Station,
Chengalpattu.

..Respondent.

This case came up for final hearing on 21.05.2026, in the presence of M/s. A. Afreeth, Deepika Verslyraj, R. Ranjan, Learned Counsels for Petitioner. Upon hearing arguments and upon perusing the records and having stood over till this day for the consideration of this Court, this Court delivered the following:-

ORDER

1. This Petition is filed by the Petitioner seeking the relief under section 175(3) BNSS 2023 to register a FIR on the complaint.

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

On 04.09.2024, the Petitioner seen an advertisement posted by the accused, the owner of the property in OLX application offering single bedroom house at No. 1, 6th street, Govindasamy nagar, Kandanchavadi, Perungudi, Kancheepuram as lease for Rs. 3.75 lakhs and later, the Petitioner enquired. There was a shop and Mr. Logesh

was in possession and he will vacate in January. On 12.09.2024, the accused was in need of Rs. 7.5 lakhs for his wife's job at UK and promised to register the Lease deed in her favour. On 13.09.2024, her son and herself along with accused visited the bank and transferred Rs.6.5 lakhs through NEFT/RTGS from her Union Bank Account. After receiving money the accused presented a cheque bearing No. 000162 for Rs. 7.5 lakhs. Later, she transferred Rs. 95,000/- and Rs. 5000/- to the accused. Later, the accused informed that the property has been mortgaged to Private financier and it was impossible to register the lease deed. Then, on 23.09.2024, she demanded the RS. 7.5 lakhs, but he never repaid. She lodged a complaint at Chengalpattu Taluk Police station, no action was taken. The Petitioner filed a Petition in CrI.MP.No. 1089/2025 and the same was dismissed. During the pendency of the petition, the accused repaid Rs. 2,50,000/-. On 17.09.2025, She went to chengalpattu Taluk Police Station to disclose the information, no action was taken. On 26.09.2025, she addressed the grievance to the Deputy Superintendent of Police, Superintendent of Police and Director General of Police by way RPAD, no action was taken. Hence the Petitioner filed this Petition to direct the Respondent Police to register FIR on the complaint.

3. Brief averment of the Reply filed by the Respondent Police is as follows:

The Petitioner has mentioned that on 13.09.2024, the Petitioner has sent a sum of Rs. 7,50,000/- to the Respondent Chandrasekar without executing proper agreement and Rs. 2,50,000/- was received from the Respondent Chandrasekar and he has asked for time to repay the remaining amount. Therefore, there is no ground for action. Hence, the Petition may be dismissed.

4. Points for determination:

Whether the Petition filed by the Petitioner seeking relief of registration of FIR on his complaint can be allowed or not?

5. Discussion:

The Petitioner submit that after seeing the advertisement and believing the assurance of the Respondent Chandrasekharan @ Sanjay, the Petitioner and her son

transferred the amount of RS.7,50,000/- to the Respondent Bank Account through NEFT/RTGS as lease amount for the house and the shop. The Respondent neither registered the Leased deed in favour of the Petitioner nor handed over the possession of the house and shop to the Petitioner. On enquiry, it came to know that the property was mortgaged to a private finance. Hence, the Petitioner asked the Respondent to return the said amount, the Respondent did not return the amount to the Petitioner. The Petitioner filed a CrI.M.P.No. 1089 of 2025 and the same was dismissed and the in the mean time, the Accused repaid Rs. 2,50,000/-. Hence, the Petitioner lodged complaint, no action was taken. Hence, this Petition.

6. Heard. Records perused. On perusal of records, it reveals that the Respondent Chandrasekar obtained a alleged loan of total sum of 7,50,000/- from the Petitioner and allegedly promised to execute a lease agreement for house and shop. Further, it reveals that the Respondent Chandrasekar repaid a alleged sum of RS. 2,50,000/-.

7. The main contention of the Petitioner is that the Respondent Chandrasekar obtained an alleged amount of Rs. 7,50,000/- for execution of alleged lease agreement for immovable property that is for house and shop and he neither repaid the amount nor executed alleged lease agreement. Hence, seeking as against the respondent Police to register FIR on the complaint of the Petitioner in the above alleged facts.

8. On going through the records and the arguments advanced on the Petitioner side and the documents, it reveals that there is an alleged money transaction between the Petitioner and the Respondent Chandrasekar in respect of the execution of alleged lease agreement for the house and shop, Since the dispute between the parties are in respect of alleged money transaction and in execution of alleged lease agreement, it is purely civil in nature, at this juncture, without opting proper efficacious and comprehensive remedy before proper civil forum, filing this Petition before this Court is not sustainable.

9. In this contention, this Court relied on the Judgment of **Hon'ble Supreme Court of India in *D.B. Thermaa LTD and others Vs. K.M. Johnny and others* reported in (2012) I MLJ CrI 393** as follows:

“ In order to proceed under Section 156(3) Cr.P.C complaint must disclose relevant material ingredients of Criminal offence, but of there is a floavour of civil nature, the same cannot be agitated in form of criminal proceedings”

The above judgment is squarely applicable to the facts and circumstance of this petition and prayer. Hence, this Petition is not sustainable, liable to be dismissed.

10. In the result, this Petition is dismissed. No cost.

Dictated to the Typist directly, typed by her, corrected and pronounced by me on this 21st day of May 2026.

**Judicial Magistrate No.II,
Chengalpattu.**

The Petitioner side witnesses: Nil.

The Petitioner side documents: Nil.

**Judicial Magistrate No.II,
Chengalpattu.**