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CrI.O.P.No.29794 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 20.11.2025  
PRONOUNCED ON : 05.01.2026

CORAM

THE HONOURABLE MR.JUSTICE M.NIRMAL KUMAR

CrI.O.P.No.29794 of 2025 and  
CrI.M.P.Nos.20300 & 20301 of 2025

1.Venkatramanan

2.Kamalesh Kumar Seth

... Petitioners

Vs.

1.State Rep By  
The Inspector of Police,  
Central Crime Branch,  
EDF-III, Team XXI,  
Vepery, Chennai – 600007.

2.M/s.K.R.V. Properties Private Limited,  
Authorized Signatory,  
Mr.K.S.Kumar,  
S/o.P.N.K.Nair,  
No.1, 1<sup>st</sup> Floor, Bagirathiammal Street,  
T.Nagar, Chennai-600017.

... Respondent

PRAYER: Criminal Original Petition is filed under Section 528 of Bharatiya  
Nagarik Suraksha Sanhita, 2023, to call for the records in C.C.No.4138 of  
2020 pending on the file of the Metropolitan Magistrate Exclusive Trial for  
CCB and CBCID Cases, Egmore, Chennai and quash the same.



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For Petitioners : Mr.R.Balachandran  
For R1 : Mr.Leonard Arul Joseph Selvam,  
Additional Public Prosecutor  
For R2 : Mr.A.Kripakaran

### ORDER

The petitioners/A1 & A2 in C.C.No.4138 of 2020 facing trial for offence under Sections 406, 408, 420 & 506(i) r/w 120B IPC before the learned Metropolitan Magistrate exclusive Trial for CCB and CBCID Cases, Egmore, have filed this Quash Petition.

2.Case of the prosecution is that the 2<sup>nd</sup> respondent authorised by Mr.Dilip Vellodi, Director of M/s.K.R.V Properties Private Limited, lodged a compliant stating that M/s.K.R.V Properties Private Limited company registered under Registrar of Companies in the year 2006 which is involved in construction activities for residential and commercial buildings, promoting layouts and in the real estate business. Mr.Muthu Narayanan is the one of the Director of the Company and Mr.Gopi @ Gopinath Sadasivam, a close relative of said Mr.Muthu Narayanan associated with the Company for looking after the financial aspects of the Company. The Company was in need of 20 acres of land parcel in Perumbakkam Village near Pallikaranai and the Company



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authorised Mr.Muthu Narayanan and Mr.Gopi @ Gopinath Sadasivam to find

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out lands and to make payments. Mr.Muthu Narayanan to identify land parcels brought in Mr.S.Venkataramanan and Mr.Kamalesh Kumar Seth (petitioners), land brokers to identify and procure land parcels in the said locality. Thereafter, land to an extent of 19.575 acres extending in various survey numbers at Perumbakkam Village procured during the period 2006 to 2010. Out of 19.575 acres, 2.15 acres of land in survey Nos.265/3, 266/4, 297 & 298 purchased by the Company *vide* sale deed in document Nos.10478 of 2007, 8395 of 2007 and 4469 of 2007, totalling to a sum of Rs.3,48,34,200/- was sold to third person. Keeping Company in dark, Mr.Muthu Narayanan and Mr.Gopi @ Gopinath Sadasivam, entered into a criminal conspiracy with the petitioners and sold 2.15 acres of land to one M/s.Varun Manian Reality & Constructions Private Limited for a sum of Rs.2,57,00,000/- *vide* sale deed in document No.8177 of 2011 and 1752 of 2012. Though the Company purchased the said land of 2.15 acres for a sum of Rs.3,48,34,200/-, these properties sold at lesser price showing it as distress sale for Rs.2,57,00,000/-, thereby, caused wrongful loss of Rs.91,34,200/-. Apart from this transaction, the petitioners in connivance with Mr.Muthu Narayanan and Mr.Gopi @ Gopinath Sadasivam received a sum of Rs.1,77,50,000/- and out of Rs.2,57,00,000/-, a sum of Rs.2,54,40,000/- was re-routed to the 1<sup>st</sup> petitioner



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by three separate cheques bearing Nos.489635 dated 21.11.2011 for Rs.1,60,00,000/-, cheque bearing No.489636 dated 08.12.2011 for a sum of Rs.14,40,00,000/- and cheque bearing No.489637 dated 12.03.2012 for a sum of Rs.80,000/- through Axis Bank, G.N.Chetty Road projecting that these amounts would be used for procuring alternate lands in the name of Company. But thereafter they neither purchased any land nor returned the amount, thereby, committed misappropriation and cheating to the tune of Rs.5,23,00,000/-. Hence, on the complaint received on 01.08.2015, FIR in Crime No.304 of 2015 registered for offence under Sections 406, 408, 420 & 506(i) r/w 120B IPC.

3.On conclusion of investigation, it was found that Mr.Muthu Narayanan and Mr.Gopi @ Gopinath Sadasivam informed the Directors of M/s.K.R.V Properties Private Limited about the transactions with the petitioners and there was no criminality in their action, hence, both of them deleted from the case and charge sheet filed against the petitioners alone. It was also found that Mr.Muthu Narayanan and Mr.Dilip Vellodi were Partners in Sutherland Global Services, a Company registered in New York, USA and there was claim and counter claim between them in USA Courts as early as 25.03.2015 and the present compliant lodged five months thereafter on



01.08.2015. Further it was found that the petitioners having received the money for sale of 2.15 acres to M/s.Varun Manian Realty & Constructions Private Limited and undertook to buy alternate site, but failed, hence, investigation proceeded and charge sheet filed against the petitioners arraying them as A1 & A2. In the charge sheet, LW1 to LW11 listed along with documents.

4.Learned counsel for the petitioners submitted that a reading of the complaint and charge sheet in this case would prove that the dispute between the petitioner and 2<sup>nd</sup> respondent is only civil in nature arising during business transaction between them. In fact the 2<sup>nd</sup> respondent and the petitioners are close relatives. There was misunderstanding and dispute between Mr.Muthu Narayanan and Mr.Dilip Vellodi and case in USA Court initiated. In the crossfire, finding petitioners are close to one of the rival party against the 2<sup>nd</sup> respondent, they are falsely implicated in this case. The petitioners explained the modus of business transaction, how the properties purchased and for what reason 2.15 acres sold, otherwise further loss would have happened, hence, to avert and minimise the loss, the property sold to M/s.Varun Manian Realty & Construction Private Limited, collected the money and accounted, further, alternate site shown to the 2<sup>nd</sup> respondent and it was agreed to proceed with the



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alternate site. On such explanation and production of relevant documents by the petitioners, the 2<sup>nd</sup> respondent agreed and compromised the issue with the petitioners. Now, a Joint Compromise Memo dated 21.07.2025 signed by the 2<sup>nd</sup> respondent, Authorized Signatory and the petitioners filed before this Court. Hence, prays for quashing the case based on the compromise.

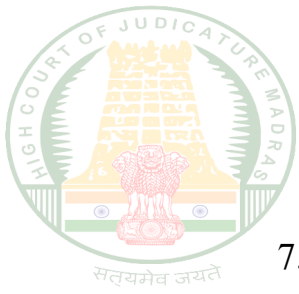
5.Learned Additional Public Prosecutor appearing for the 1<sup>st</sup> respondent Police submitted that the 2<sup>nd</sup> respondent, Authorized Representative of M/s.K.R.V Properties Private Limited lodged a complaint on 01.08.2015 stating that the petitioners along with Mr.Muthunarayanan, one of the Director of the said Company and Mr.Gopi @ Gopinath Sathasivam, a close relative of Mr.Muthunarayanan, looking into the accounts of the Company, all joined together during the period 2006-2010 purchased vast track of lands to the extent of 19.575 acres in Perumbakkam Village, Pallikaranai. Though the lands were to be purchased in one block, 2.15 acres alone purchased in a far of place from other lands, hence, the project could not take off as planned. Later it was agreed that this 2.15 acres to be sold and proportionate land adjacent to existing property to be purchased. The petitioners/land brokers projected that this 2.15 acres could not be sold immediately on the same value of purchase and they informed that the market is on the downslide and any delay would



cause further loss, hence, as a distress sale with a lesser value to the purchase,

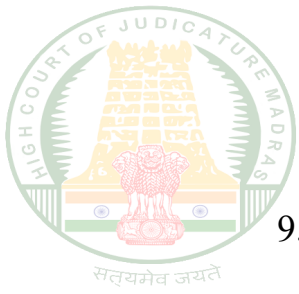
2.15 acres sold, later doubts caused on the sale and reverse flow suspected between the petitioners and the purchaser of 2.15 acres. The petitioners received the sale amount, not accounted properly, failed to purchase equivalent land adjacent to existing property, nor paid back the money, hence, a complaint lodged by the 2<sup>nd</sup> respondent.

6.He further submitted that during investigation it was found Mr.Muthu Narayanan and Mr.Gopi @ Gopinath Sadasivam (A1 & A2) informed the Company at all stage of negotiation and thereafter decision taken to sell 2.15 acres of land. During investigation there was some dispute among the Directors, earlier to the present complaint already there was case filed between warring Directors in USA and some motivation prevailed between the Directors, hence, the names of A1 and A2 in the FIR deleted. As regards the petitioners, though they claimed that they could purchase equivalent land of 2.15 acres, neither purchased the land nor returned the amount, hence, investigation concluded and charge sheet filed against the petitioners arraying them as A1 & A2.



7.He further submitted that now the petitioners and 2<sup>nd</sup> respondent entered into a compromise and the 1<sup>st</sup> respondent Police received the compromise deed and the copy of the same produced before this Court. He fairly submitted that misappropriation and cheating took place in course of business transaction. Now the 2<sup>nd</sup> respondent agreed for compromise, the compromise verified and it was found to be true and genuine.

8.Considering the submissions and perusal of the materials, it is seen that the issue between the petitioners and the 2<sup>nd</sup> respondent stems from a commercial dispute arising out of business transaction between them. Now the petitioners and 2<sup>nd</sup> respondent resolved the issue, Joint Compromise Memo dated 21.07.2025 produced before this Court. To confirm the same, this Court interacted with the signatory to the joint compromise memo namely Mr.K.S.Kumar, Authorized Signatory/2nd respondent and Mr.Dilip Vellodi and Mr.Kiran Thomas, Directors of M/s.K.R.V Properties Private Limited who appeared before this Court. The Directors of M/s.K.R.V Properties Private Limited confirmed the Joint Compromise and produced the copy of resolution passed in the board meeting on 15.07.2025 accepting the joint compromise memo and authorizing withdrawal of the complaint.

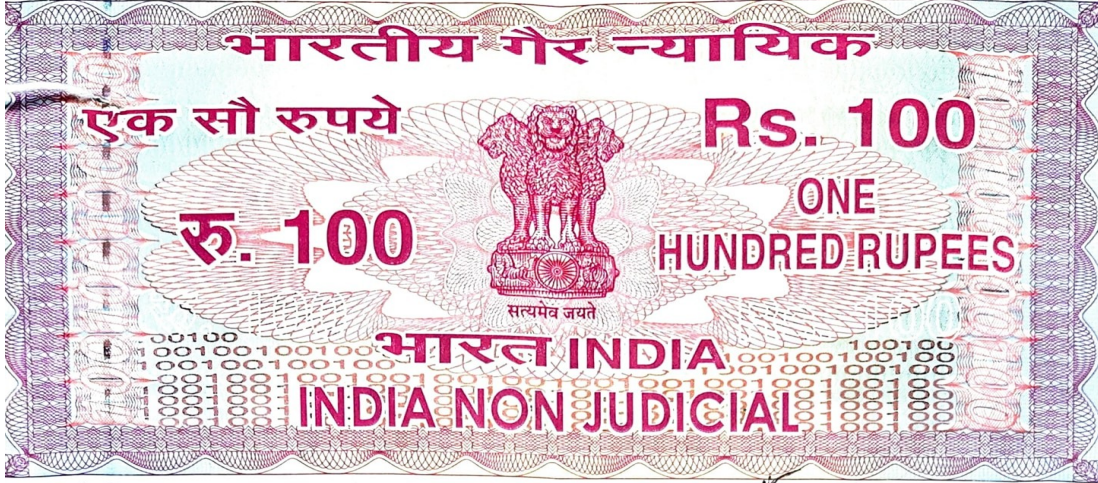


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9.Scanned reproduction of the Joint Memo of Compromise dated

21.07.2025 and Resolution dated 15.07.2025 are as follows:

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தமிழ்நாடு தமில்நாடு TAMILNADU 21/7/25  
S.Venkataramanan  
Kamalesh Kumar Seth

DG 129439  
N. JAMES EBENEZER  
STAMP VENDOR  
(S.V.L. No: 12144/B1/96)  
New No. 3/142, EAST COAST ROAD,  
NEELANGARAI, CHENNAI-600 115.  
CELL No: 73388 52549

**JOINT MEMO OF COMPROMISE**

This Joint Memo of Compromise is executed at Chennai on this the 21<sup>st</sup> day of July 2025

BETWEEN

M/s. K.R.V Properties Private Limited, duly represented by its Authorized Signatory Mr. K.S. Kumar, S/o P.N.K. Nair, aged about 70 years, having their registered office at No.1, First Floor, Bagirathiammal Street, T. Nagar, Chennai – 600017, hereinafter referred to as the Complainant.

AND

1. Mr. S.Venkataramanan, S/o. Mr. Sri Rangarajan, aged about 67 years, residing at No. 1/136 A, Kamarajar Street, Kelambakkam, Chennai – 603 103, hereinafter referred to as the 1<sup>st</sup> Accused.

For K.R.V. PROPERTIES PVT. LTD.

Authorised Signatory

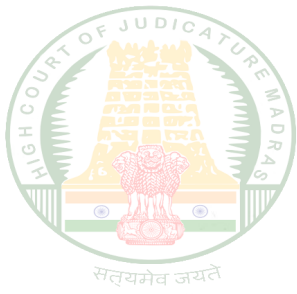
*S. Venkatesh Kumar*  
*K.S. Kumar*



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2. Mr. Kamaleshkumar Seth, S/o. Mr. Daulatram, aged about 65 years, residing at No. 1, Ranganathan Avenue, Uthandi, E.C.R Road, Chennai – 600 119, hereinafter referred to as the 2<sup>nd</sup> Accused.

Whereas

1. The complainant M/s. K.R.V. Properties Private Limited, duly represented by its Authorized Signatory Mr. K.S. Kumar had preferred a complaint dated 01.08.2015 to the Commissioner of Police and the said complaint was forwarded to the Inspector of Police, Central Crime Branch [CCB] – II, EDF – III, Chennai and they were pleased to register as case in Cr. No. 304 of 2015 against the accused persons herein and upon completion of the investigation the police had filed the final report and the Learned Metropolitan Magistrate for Exclusive Trial of CCB & CBCID Metro Cases, Egmore, Chennai was pleased to take the said case on file in C.C. No. 4138 of 2020 and the same is pending.

2. Pending the abovementioned case the accused persons approached the complainant and requested the complainant to withdraw the case and the complainant upon utmost good faith agreed to withdraw the complaint on the following terms and conditions.

The Terms and Conditions of this Joint Memo of Compromise shall witnesseth as follows:

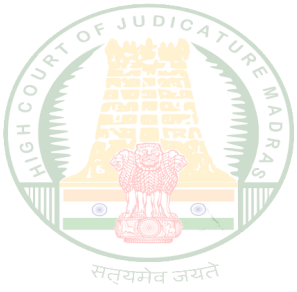
1. The accused persons had approached the complainant and requested to settle the issue amicably amongst themselves and the complainant in order to put a quietest to the long pending issue has consented to withdraw the case in C.C. No. 4138 of 2020 pending on the file of the Learned Metropolitan Magistrate for Exclusive Trial of CCB & CBCID Metro Cases, Egmore, Chennai.

2. The complainant and the accused persons covenant that they have amicably settled the issue amongst themselves and neither of the parties will not initiate any proceedings in future pertaining to the claim made in the C.C No. 4138 of 2020.

3. The complainant covenants that he will extend his complete co-operation to the accused persons and will also appear before the concerned court and file necessary affidavit to withdraw/quash the case that is pending against the accused persons in C.C No. 4138 of 2020 on the file of the Learned Metropolitan Magistrate for Exclusive Trial of CCB & CBCID Metro Cases, Egmore, Chennai.

For K.R.V. PROPERTIES PVT. LTD.

Authorized Signatory



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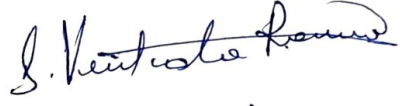

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4. The complainant and the accused persons covenant that they have signed this Memorandum of Understanding with their free will and free consent without any Duress or Coercion or Undue Influence and after fully understanding the terms and conditions of this Memorandum of Understanding in the presence of the under signed witnesses on this the 21<sup>st</sup> day of July 2025.

For **K.R.V. PROPERTIES PVT. LTD.**



  
Authorised Signatory

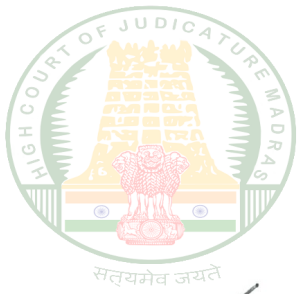
First Party

Second Party

Witnesses:

-   
1. ROBINSON J.A.  
S/o JOHN ALPHONSE  
NO 32, AZIZ MDIK 1<sup>ST</sup> STREET  
THOUSAND LIGHTS CH - 600006
-   
2. Chakkamurthy R.  
S/o. K. Ragavan.  
12B, Lock Street  
Kotturpuram, Chennai - 85



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## K.R.V. PROPERTIES

Unit 332, 39 JRP Road, Mogappair, Chennai - 600107

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF KRV PROPERTIES PRIVATE LIMITED HELD ON JULY 15, 2025, AT 11:00AM AT FLAT NO. 332, SRI MAHALAXMI MANDIRA, NO.39, JUSTICE RATHHINAVEL PANDIAN ROAD, MUGAPPAIR, CHENNAI, TAMIL NADU, INDIA - 600107**

**WHEREAS**, KRV Properties Private Limited ("the Company") has been involved in dispute with Mr. S. Venkataramanan and Mr. Kamaleshkumar Seth;

**WHEREAS**, the parties have approached the Company and request it to withdraw the case;

**WHEREAS**, the Board of Directors have reviewed the terms and conditions of the proposed Memo of Compromise;

**WHEREAS**, the Board of Directors, in good faith, finds that entering into the Memo of Compromise is in the best interests of the Company;

**NOW, THEREFORE, BE IT RESOLVED** that:

- Approval of Memo of Compromise:** The Board of Directors hereby approves the Memo of Compromise, a copy of which has been presented to and reviewed by the Board.
- Authorization to Execute:** Mr. K.S.Kumar is hereby authorized to execute the Memo of Compromise on behalf of the Company and to affix the common seal of the Company thereon, if required.
- Authorization of Legal Representation:** The Board hereby authorizes and appoints Mr. K.S.Kumar, to represent the Company in all matters relating to the Memo of Compromise, including but not limited to:
  - Filing the Memo of Compromise before the appropriate court/authority;
  - Appearing on behalf of the Company in all proceedings related thereto;
  - Signing, verifying, and filing all necessary petitions, applications, affidavits, and other documents;
  - Taking all steps necessary for the implementation and enforcement of the Memo of Compromise.
- Authority to Complete Formalities:** Mr. K.S.Kumar is further authorized to do all acts, deeds, matters, and things as may be necessary, expedient, or desirable to give effect to this resolution and to complete all formalities in connection with the execution and implementation of the Memo of Compromise.
- Filing and Compliance:** The Company Secretary is directed to ensure that all necessary filings and compliances are made with the relevant authorities as required under applicable law.

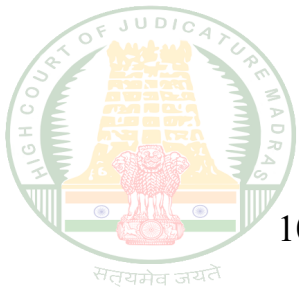
For and On behalf of KRV Properties Private Limited

Mr. Dilip Vellodi  
Director

Date: July 15, 2025

Mr. Kiran Thomas  
Director

CIN: U45200TN2006PTC061186



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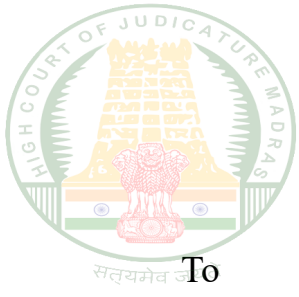
10. Under such circumstances, no useful purpose will be served in keeping the proceedings pending, even though, the offences involved are not compoundable in nature. The offence alleged is private in nature arising out of business transaction. The Hon'ble Court in the case of *Gian Singh Versus State of Punjab* reported in (2012) 10 SCC 303 had permitted quashing of complaint of this nature.

11. In view of the above, this Court in exercise of its jurisdiction under Section 482 Cr.P.C quashes the proceedings in C.C.No.4138 of 2020 against the petitioners on the file of the Metropolitan Magistrate Exclusive Trial for CCB and CBCID Cases, Egmore, Chennai.

12. Accordingly, this Criminal Original Petition stands allowed and the terms of Joint Memo of Compromise shall form part and parcel of this Order. Consequently, connected criminal miscellaneous petitions are closed.

05.01.2026

Speaking order/Non-speaking order  
Index: Yes/No  
Internet: Yes/No  
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To

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- 1.The Metropolitan Magistrate Exclusive Trial for CCB and CBCID Cases,  
Egmore, Chennai.
- 2.The Inspector of Police,  
Central Crime Branch,  
EDF-III, Team XXI,  
Vepery, Chennai – 600007.
- 3.The Public Prosecutor,  
Madras High Court.



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M.NIRMAL KUMAR, J.

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PRE-DELIVERY ORDER IN  
Crl.O.P.No.29794 of 2025

05.01.2026