



WEB COPY



CRL OP No. 4327 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08.04.2026

CORAM

THE HONOURABLE MR JUSTICE M. NIRMAL KUMAR

CRL OP No. 4327 of 2026

and

CrI.M.P.No.3048 of 2026

Rangarajan, J.
S/o.Jaganathan,
B-406, Newry Celio, Newry Enclave,
Paruthipattu, Avadi High Road,
Chennai – 600 071.

Petitioner/Accused

Vs

1.The State of Tamilnadu
Rep by its Inspector of Police,
CCB-I, Chennai
Crime No.15 of 2023.

2.Soundarapandian, D.
S/o.Duraipandian, S.
Vice-President, Legal and Operations,
Newry Properties Pvt. Ltd.,
No.19, Old No.11, B-Block 2nd Avenue,
Anna Nagar East,
Chennai – 102.

Respondents

PRAYER: The Criminal Original Petition filed under Section 528 of BNSS, 2023, praying to call for the records relating to the proceedings in Crime No.15 of 2023 on the file of the 1st respondent/complainant and quash the same as illegal.

For Petitioner : Mr.M.Purushothaman



WEB COPY



CRL OP No. 4327 of 2026

For Respondent-1 : Mr.Leonard Arul Joseph Selvam
Additional Public Prosecutor
For Respondent-2 : Ms.S.Padma

ORDER

The petitioner/accused in Crime No.15 of 2023 for offence under Sections 408 and 420 of I.P.C., has filed this petition seeking to quash the F.I.R. in Crime No.15 of 2023.

2.The case against the petitioner is that petitioner was working as Senior Manager – Accounts in the Newry Group of Companies, misused his position and transferred company funds to his own account and others account to the extent of Rs.87,11,108/-. Hence, a case registered.

3.The contention of the petitioner is that petitioner joined the company in December, 2007 as Manager – Accounts and Operations and promoted as Senior Manager – Accounts in December, 2015 based on his performance and experience. He was also inducted as Director in certain group of companies. The petitioner was entrusted with handling accounts of multiple sister concern including Newry Properties Pvt. Ltd., Shreekeerthi Properties Pvt. Ltd., Egberts India Pvt. Ltd., Samprathy Developers LLP, Aishwarya Properties Pvt. Ltd., Newry Holdings Pvt. Ltd., Newry Homes Pvt. Ltd., Newry Clover LLP and Newry Carlton LLP and other associated companies. Till June, 2021, the



company was controlled by the former Managing Director, S.Sridharan and the petitioner functioned under the said Sridharan. On his directions, the petitioner was transferring and depositing the funds. The non-resident directors were not involved in day-to-day affairs and it was only the Managing Director with whom the petitioner had interaction and he acted. This being so, the management of the company transferred and the new management checked the accounts, found erstwhile Managing Director and his confidants committed misappropriation and swindled the Company's account and now petitioner made as a scapegoat and a complaint lodged against the petitioner as though he acted independently and transferred the money.

4.The petitioner on coming to know about the registration of the case against him filed anticipatory bail petition in Crl.O.P.No.28860 of 2022 and this Court by order dated 20.01.2023 granted anticipatory bail to the petitioner and one of the condition is that petitioner to deposit a sum of Rs.20,00,000/-. Simultaneously, the present management filed three civil suits in O.S.Nos.6572 of 2024, 1353 and 2026 of 2025 before the learned Principal District and Sessions Judge, Chennai for recovery of Rs.1,38,54,755/- (which includes principal of Rs.87,11,108/- with interest). The petitioner field written statement and at that time, the case was referred to Mediation. During Mediation, the issue was deliberated, resolved and a compromise agreement before the Mediator



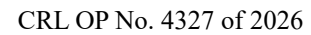
jointly entered with terms of settlement and to return of money, the defacto complainant agreed to give no objection in quashing Crime No.15 of 2023. As per the terms of agreement, the defacto complainant agreed for quashing of the F.I.R. on receipt of demand draft for Rs.14,00,000/- and thus the dispute between the parties, predominantly having civil flavour, but given a criminal colour, now resolved and the parties agreed to give quietus. Further the petitioner is diagnosed with Stage-IV buccal mucosa carcinoma in October, 2019 and underwent major surgery and treatment. Due to his medical condition followed by Covid-19 and lockdown, the petitioner is not attending office. The petitioner health condition taken into consideration. The learned counsel for the petitioner produced the settlement agreement entered between the petitioner and the defacto complainant.

5.The learned Additional Public Prosecutor submitted that the based on the complaint lodged by the defacto complainant/Vice-President, Legal and Operations, Newry Properties Pvt. Ltd., F.I.R. came to be registered in Crime No.15 of 2023 for offence under Sections 408 and 420 of I.P.C. The petitioner misusing his position in the company, in collusion with the earlier management, has misappropriated and cheated the company. The company is based at Hongkong, involved in construction and property development in its name and its sister concern. The petitioner as Senior Accounts Manager made transfer of



huge sums of money. The petitioner holding a high position in the company misappropriated amounts running to several lakhs transferred funds from the company account to his account and to the account of others under the heads of commission, no such commission required to be paid. During the period between 2015 – 2020, a sum of Rs.87,11,108/- found to be misappropriated by the Senior Manager – Accounts and the petitioner. The petitioner being the custodian of the document, concealed documents and destroyed some documents. Now investigation is in progress. There was also civil suits filed by the defacto complainant against the petitioner.

6.Considering the submissions made and on perusal of the materials, it is seen that the petitioner previously employed in Newry Group of Companies. During the period between 2017 – 2022, the petitioner in collusion with Senior Manager – Accounts and others facilitated transfer of funds to various accounts and thereby swindled an amount of Rs.87,11,108/-. The defacto complainant filed civil suits against the petitioner in O.S.Nos.6572 of 2024, 1353 and 2026 of 2025. Now the dispute got resolved between the parties. A copy of the settlement agreement entered between the petitioner and the defacto complainant produced before this Court and the same is scanned below:



This SETTLEMENT AGREEMENT entered into on 18.02.2026 between Plaintiff and Defendant in the following connected matters:-

O.S.No.6572 of 2024, O.S.No.1353 of 2025
& O.S.No.2025 of 2025

O.S.No,6572 of 2024

Pair 11

... Defendant

O.S.No.1353 of 2025

... Plaintiff

Defendant


SAMPRATH DEVELOPERS LLP
Authorized Signatory



CRL OP No. 4327 of 2026

WEB COPY

and in the matter of: O.S.No.2026 of 2025

M/s. Egberts India Private Limited,
Represented its Vice President
(Legal & Operations) Soundarapandian.D

... Plaintiff

-Vs-

J.Rangarajan

... Defendant

WHEREAS

1. Disputes and differences had arisen between the Parties hereto and the suits in O.S.No.6572 of 2024, O.S.No.1853 of 2025 & O.S.No.2026 of 2025 was filed before the Hon'ble Principal District and Sessions Judge, Chennai.

2. The matter was referred to mediation vide an order dated 30.01.2026 passed by the Hon'ble Principal District and Sessions Judge, Chennai.

3. The parties agreed that Mrs.V.Malathy would act as their Mediator.

4. Several meetings were held during the process of Mediation from 12.02.2026 to 18.02.2026 and the parties have with the assistance of the Mediator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.

5. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediator.

Page 2 of 8

of Aishwarya Private Limited

Authorized Signatory

for Egberts India Private Limited

Authorized Signatory

Authorized Signatory

SAMPRAAT DEVELOPERS LLP

Authorized Signatory



WEB COPY

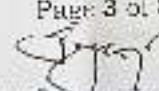
6. The following settlement has been arrived at between the Parties hereto:

Brief facts leading to the agreement:-

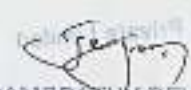
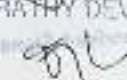
- (1) That three suits have been filed by the Plaintiffs/ M/s. Egberts India Private Limited in O.S.No.2026 of 2025, M/s. Aishwarya Properties Private Limited in O.S.No.6572 of 2024, M/s. Sampathy Developers LLP, in O.S.No.1353 of 2023 and based on the same nature of action with verbatim plaints. All the three companies are coming under the Newry Group of Companies.
- (2) That the Defendant was originally appointed as Manager Accounts & Operations in the month of December 2007 and based on his performance and experience he was promoted as Senior Manager Accounts in the month of December 2015. He was also made director in the Newry Group of Companies.
- (3) That the Defendant was handling large number of accounts of the sister concerns of the Newry Group of Companies namely (1) Newry Properties Private Ltd., (2) Shreekeertini Properties Private Ltd., (3) M/s. Egberts India Private Limited, (4) M/s. Sampathy Developers LLP, (5) M/s. Aishwarya Properties Private Limited, (6) Newry Properties Holdings Private Ltd., (7) Newry Homes Private Ltd., (8) Newry Clover Properties LLP, (9) Newry Carlton LLP, etc.,


For Egberts India Private Limited

Authorized Signatory

Page 3 of 8

For Aishwarya Properties Private Limited

Authorized Signatory


SAMPATHY DEVELOPERS LLP

Authorized Signatory



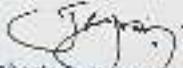
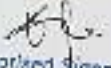
WEB COPY

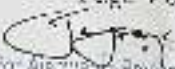
(4) That in the month of June 2021 the erstwhile Managing Director Mr.S.Sridharan was managing the affairs of the Newry Group of Companies and under him the Defendant was working and getting instructions. After the said Mr.Sridharan left the affairs of the company, the new management while conducting enquiry about various financial short comings attributable to the said Mr.Sridharan, the Plaintiff company found that the Defendant had transferred money to his accounts. The present 3 suits have been filed for recovery of Rs.38,34,755/- (which includes principle of Rs.87,11,128/- with interest)

(5) That the Plaintiff's Vice President (Legal and Operation) Mr.Soundarapandian D had also lodged a criminal complaint in Crime No.15 of 2023 on the file of the Inspector of Police, Central Crime Branch, Chennai, CCB-I-204-III Team. Thereafter the Defendant had obtained Anticipatory Bail in Cr.O.P.No.28860 of 2022 from the Honble Madras High Court by its order dated 20.01.2023 on condition of deposit of Rs.20,00,000/- to the credit of Crime No.15 of 2023 pending on the file of the Chief Judicial Magistrate, Egmore, Chennai. The same was deposited by the Defendant which was later credited to the account of the Plaintiffs/Newry Group of Companies.

(6) That considering the fact that the Defendant had rendered service from 2007 to November 2022 and had a long relationship with the Plaintiffs Group of Companies, it is

Page 4 of 8


for Egberts India Private Limited

Authorized Signatory


for Aiswarya Properties Private Limited

Authorized Signatory


for Sampathy Developers LLP

Authorized Signatory



WEB COPY

hereby agreed to compromise all the issues pending between the Plaintiffs and the Defendant on the following terms:

- (A) That the Plaintiffs agreed to receive a sum of Rs.29,00,000/- (Rupees Twenty Nine Lakhs only) as full and final settlement.
- (B) That the Defendant herein had delivered three Demand Drafts being (1) D.D.No.179827 favouring M/s.Samprathy Developers LLP for Rs.5,00,000/- (Rupees Five Lakhs only), (2) D.D.No.179824 favouring M/s. Aishwarya Properties Pvt Ltd for Rs.5,00,000/- (Rupees Five Lakhs only) and (3) D.D.No.179829 favouring M/s Egberts India Pvt Ltd total Rs.5,00,000/- (Rupees Five Lakhs only) all dated 17.02.2026 and drawn at Karnataka Bank Ltd, Ayanavaram Branch, Chennai) total in Rs.15,00,000/- (Rupees Fifteen Lakhs only).

- (C) That the Defendant herein will deliver three Demand Drafts being (1) D.D.No.179825 favouring M/s. Aishwarya Properties Pvt Ltd for Rs.5,00,000/- (Rupees Five Lakhs only), (2) D.D.No.179828 favouring M/s Egberts India Pvt Ltd for Rs.5,00,000/- (Rupees Five Lakhs only) and (3) D.D.No.179826 favouring M/s.Samprathy Developers LLP for Rs.4,00,000/- (Rupees Four Lakhs only) all dated 17.02.2026 and drawn at Karnataka Bank Ltd, Ayanavaram Branch,

Page 5 of 8

For Aishwarya Properties Private Limited

For Egberts India Private Limited

SAMPRATHY DEVELOPERS LLP

Authorized Signatory

Authorized Signatory

Authorized Signatory



WEB COPY



CRL OP No. 4327 of 2026

Chennai) total Rs.14,00,000/- (Rupees Fourteen Lakhs only), before the Hon'ble Madras High Court to the Plaintiffs, upon the Plaintiffs entering appearance and agreeing to report this compromise in an application that the Defendant herein have filed in Crl.OP.No.4327/2026 under Section 328 of B.N.S.S. for quashing of the case in Crime No.15 of 2023 registered by the Inspector of Police, Central Crime Branch, Chennai. CCB-1 EDF-III Team pending on the file of the Chief Judicial Magistrate, Egmore, Chennai.

- (D) The authorized signatory signing this compromise has been authorized by the Board of Directors/Partners of the respective Plaintiffs and the Newry Group of Companies to sign on their behalf which resolution/s is/are also part of this agreement.
- (E) That the Plaintiffs/Newry Group of Companies hereby agrees that all the issues whatsoever pertaining to the employment of the Defendant right from his joining of the company and his final termination on 21.11.2022 are dropped in mutual goodwill, and the plaintiff shall not raise any issue before any authority or court or tribunal hereinafter.
- (F) The Plaintiffs shall also cease to spread any adverse information to any prospective employer, that the Defendant may hereinafter seek employment with, or any other person or institution in whatsoever manner.

Page 6 of 8

For Aishwarya Properties Private Limited

Authorized Signatory

For Egberts India Private Limited
behalf of the Plaintiff

Authorized Signatory

SAMPRAKSH DEVELOPERS LLP

Authorized Signatory



WEB COPY

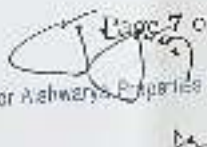


CRL OP No. 4327 of 2026

- (G) The Plaintiff also agree to withdraw any objection letter they have submitted to the Sub-Registrar, Avadi pertaining to the Defendant's house property situated in Flat B406, in Newry Celio Apartment, Poruthipattu, Avadi, Chennai 600071.
- (H) The Defendant also agrees that he will also not misuse any information that he obtained about the Plaintiff/ Newry Group of Companies in various capacities while rendering his services to the to the Plaintiff group of companies.
- (I) The Plaintiff gives up all other reliefs prayed in the above plaints against the Defendant and agrees not to pursue this matter further under the court of law. The Defendant also gives up all claim(s) against the plaintiff.
- (J) Both parties agree to bear their own costs.
- (K) The parties herein pray that this Hon'ble Court may be pleased to take this Memo of Compromise on record and to pass a Judgment and Decree in terms thereof.

7. By signing this Agreement the Parties hereto state that they have no further claims or demands upon receipt of payment of Rs.14,00,000/- as stated hereinabove against each other with respect to all suits in O.S.No.6572 of 2024, O.S.No.1353 of 2025


For Egberts India Private Limited
Authorized Signatory

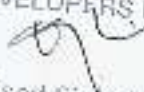

Page 7 of 8
For Ashwarya Properties Private Limited
Authorized Signatory


SAMPRAATHY DEVELOPERS LLP
Authorized Signatory



WEB COPY

& O.S.No.2026 of 2025 on the file of the Hon'ble Principal District and Sessions Judge, Chennai and all disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Mediation.

SAMPATHY DEVELOPERS LLP

Authorized Signatory

For Alshwarya Properties Private Limited

Authorized Signatory

For Egberts India Private Limited

Authorized Signatory

Plaintiff


Counsel for Plaintiff

Defendant


Counsel for Defendant

Annexure:- (1) Board Resolution of the Plaintiff/ Newry Group of Companies authorizing the authorized signatory to sign this Settlement Agreement.



CRL OP No. 4327 of 2026

The petitioner also paid the sum of Rs.14,00,000/- by way of demand drafts. The learned counsel for the second respondent/defacto complainant acknowledged receipt of the same. A scanned reproduction of the demand drafts is as follows:

DEMAND DRAFT

ON DEMAND PAY

RUPEES

FOR VALUE RECEIVED

PAYABLE AT PAR AT ALL BRANCHES

MCKEN

Stamp No. 7567 PA No. 4100

9/3/26

DEMAND DRAFT

ON DEMAND PAY

RUPEES

FOR VALUE RECEIVED

PAYABLE AT PAR AT ALL BRANCHES

MCKEN

Stamp No. 7567 PA No. 4100

9/3/26

DEMAND DRAFT

ON DEMAND PAY

RUPEES

FOR VALUE RECEIVED

PAYABLE AT PAR AT ALL BRANCHES

MCKEN

Stamp No. 7567 PA No. 4100

9/3/26



CRL OP No. 4327 of 2026

7.Today, the petitioner/accused present before this Court and he confirmed the compromise.

8.In view of the same, the Criminal Original Petition is allowed and the First Information Report in Crime No.15 of 2023, on the file of the first respondent police, is quashed as against the petitioner. The petitioner is discharged of all the charges.

9.The Settlement Agreement dated 18.02.2026 filed by the petitioner and the second respondent for compromising the offences shall form part of the records. Consequently, the connected Criminal Miscellaneous Petition is closed.

08.04.2026

Index : Yes/No
Speaking order/Non-speaking order
Neutral citation : Yes/No
rsi



WEB COPY



CRL OP No. 4327 of 2026

M.NIRMAL KUMAR, J.

rsi

To

1.The Principal District and Sessions Judge,
Chennai.

2.The Inspector of Police,
CCB-I, Chennai

3.The Public Prosecutor,
High Court, Madras.

**CRL OP No. 4327 of 2026
and
Crl.M.P.No.3048 of 2026**

08.04.2026