



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25.06.2015

CORAM

THE HON'BLE MR. JUSTICE B.RAJENDRAN

Cr1.R.C. No.90 of 2015

D. Thamizharasi ... Petitioner/ Defacto Complainant

vs.

1.State fo Tamilnadu
rep by The Inspector of Police
W-8, All Women Police Station
Thirumangalam
Chennai-101.

...1st Respondnt/Complainant

2.R. Seetharaman ...2nd Respondent/ A1

Criminal Revision Case filed under Sections 397 and 401 Cr.P.C. against the order dated 21.12.2014 made by the XIII Metropolitan Magistrate Court, Egmore, Chennai, in the Remand Report in Cr.No.40 of 2014 on the file of the first respondent.

For Petitioner : Mr.V.Jeevagiridharan

For Respondents : Mr.V.Arul
Government Advocate (Criminal Side)
for first respondent.

Mr.Kabir
Senior Counsel
for M/s.T.Jayaraman
& M.K.Padma for second respondent

O R D E R

This Criminal Revision Case was referred for Mediation to the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras.

2. A communication dated 23.06.2015 of the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras, enclosing a copy of its report dated 17.06.2015 has been received, wherein it is stated as follows:-

"Both the parties appeared before the Centre along with their counsel. Matter has been settled between them as per the terms cited in



the Memorandum of Compromise enclosed. Hence the matter is sent back to the Hon'ble Court."

3.As the parties have arrived at a settlement in terms of the Memorandum of Compromise, dated 17.06.2015, this Criminal Revision Case is listed for passing of an order in terms of the settlement.

4.The Memorandum of Compromise, dated 17.06.2015, signed by the parties and their respective counsel reads as follows:-

"1.The petitioner hereby agrees to receive a sum of Rs.50,00,000/- in full and final settlement of her claim for compensation and maintenance of herself and minor child as stated hereunder:

a) The II-Respondent shall pay the said sum of Rs.50,00,000/- (Rupees Fifty Lakhs only) in two installment of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) each by Demand Draft favoring the petitioner.

b) The 1st Installment of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) is paid on 17.06.2015, vide Demand Draft dated 08.06.2015 bearing No.093955, drawn on Central Bank of India, Mogappair Branch, for Rs.15,00,000/- (Rupees Fifteen Lakhs only) and Demand Draft dated 09.06.2015, bearing No.009054, drawn on IDBI Bank, Mogappair for Rs.10,00,000/- (Rupees Ten Lakhs only) favouring the petitioner.

c) The Demand Drafts for the balance amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) drawn as follow:-

i) Demand Draft dated 09.06.2015, bearing No.617981, drawn on Indian Overseas Bank, Tower Branch for Rs.5,00,000/-;

ii) Demand Draft dated 09.06.2015, bearing No.009055, drawn on IDBI Bank, Mogappair for Rs.5,00,000/- (Rupees Five Lakhs only);

iii) Demand Draft dated 09.06.2015, bearing No.617979, drawn on Indian Overseas Bank, Tower Branch for Rs.5,00,000/- (Rupees Five Lakhs only);

iv) Demand Draft dated 09.06.2015, bearing No.617980, drawn on IOB Tower Branch, for Rs.5,00,000/-; and

v) Demand Draft dated 10.06.2015, bearing No.093968, drawn on Central Bank of India, Mogappair Branch for Rs.5,00,000/- (Rupees Five Lakhs only)

is handed over to Mr.K.B.Kabir, Senior Advocate, to be kept in Escrow Account and handed over to the petitioner



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on completion of the process of withdrawal of cases and dissolution of the marriage.

2. On the Petitioner receiving the sum of Rs.25,00,000/- on 17.06.2015 and on the balance amount of Rs.25,00,000/- being deposited with Mr.M.K.Kabir, Senior Advocate, as aforesaid, she will withdraw the complaint registered as Cr.No.40 of 2014 on the file of W8 AWPS, Chennai-600 101 and also HMOP No.100 of 2013 pending on the file of the Sub Court, Chengalpet under Section 9 of the Hindu Marriage Act by filing this Memorandum of Compromise as approved by this Hon'ble Court.

3. The Petitioner hereby undertakes to withdraw the complaint filed under the Domestic Violence Act in CrI.O.P.No.5 of 2015 on the file of the Judicial Magistrate, Thirukkazhukkundram and also the O.S.No.106 of 2015 filed to declare the marriage between the II Respondent and Rathi Devi as null and void pending on the file of the Sub-Court, Poonamallee, by filing this Memorandum of Compromise as approved by this Hon'ble Court.

4. The II Respondent herein undertakes to withdraw the allegations in HMOP No.113 of 2013 pending on the file of the Sub Court Poonamallee under Section 13(1)(a)(i) of the Hindu Marriage Act and the Petitioner shall give consent for allowing the said Petition by filing this Memorandum of Compromise as approved by this Hon'ble Court.

5. The II Respondent affirms that the compromise arrived here under would be filed in CrI.O.P.Nos.2361 of 2015 and 3931 of 2015 pending on the file of the Hon'ble High Court seeking to quash Cr.No.40 of 2014 pending on the file of W8 APWS Chennai-600 101 and obtain necessary orders for disposing off the said petitions in terms of the Memorandum of Compromise arrived at herein.

6. The Petitioner shall retain custody and care of the minor child, Yogavarman, and would look after his welfare and education by investing the compensation amount of Rs.50,00,000/- paid and the II Respondent shall not have any visitation rights to see or take the minor child from the custody and care of the Petitioner.

7. The Parties hereby agree that they have no claim against each other in respect of any movable or immovable property and the Petitioner accepts that she has received all her articles, jewellery, utensils and all other items given as streedhan at the time of the marriage and the II



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Respondent has also delivered the articles and jewellery left behind on 24.04.2015 and 29.04.2015 and hence it is affirmed that the II Respondent does not possess and does not retain any of her movable or other items in the house of the father of the II Respondent.

8. The II Respondent accepts that he has no claim against the Petitioner in respect to any movable or immovable property and none of the articles belonging to him is in the custody of the Petitioner and the II Respondent affirms that neither she nor the minor child shall have any claim against any movable or immovable properties belonging to the II Respondent hereafter.

9. The II Respondent hereby agrees that he has no objection for the Petitioner to receive the balance amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) handed over to Mr.M.K.Kabir, Senior Advocate, as detailed above on the culmination of all the aforesaid proceedings.

10. By reason of any delay in completing the process of withdrawal and other obligations stated above, resulting in the validity of the Demand Drafts lapsing, the II Respondent hereby undertakes to revalidate the Demand Draft's prior to its lapsing on the expiry of 3 months and handover the revalidate Demand Drafts to Mr.M.K.Kabir, Senior Advocate.

11. The Parties hereby agree not to institute any suit, complaint or other proceedings against the other for damages, defamation or compensation in respect to the institution of the aforesaid proceedings by the other and agree to abide by the terms contained herein and not to do any act in derogation thereof.

12. It is therefore prayed that this Hon'ble Court may be pleased to record the aforesaid compromise and dispose off the above Original Petition in terms thereof and pass such further orders as this Hon'ble Court may deem fit under the circumstances of the case."

5. Mr.Kabir, learned senior counsel appearing for the second respondent submitted that as per the compromise, the second respondent has to pay a sum of Rs.50,00,000/- in two instalment of Rs.25,00,000/- each by Demand Draft favouring the petitioner in full and final settlement of the petitioner's claim for compensation and maintenance of herself and minor child, out of which, the first instalment of Rs.25,00,000/- was paid on 17.06.2015 vide two Demand Drafts bearing Nos. 093955 and 009054



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for Rs.15,00,000/- and Rs.10,00,000/- respectively and for the balance amount of Rs.25,00,000/-, five Demand Drafts have been entrusted with him to be kept in Escrow Account and it will be handed over to the petitioner on completion of the process of withdrawal of cases and dissolution of the marriage.

6. The above statement made by the learned senior counsel appearing for the second respondent is recorded and in terms of the compromise arrived at between the parties which is recorded under the Memorandum of Compromise by the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras in its Report dated 17.06.2015, this Criminal Revision Case is disposed of recording the Memorandum of Compromise. The Memorandum of Compromise and the report of the Mediation Centre shall form part of this order.

7. At this juncture, out of gratitude and gesture in appreciation of the work done by the Tamil Nadu Mediation and Conciliation Centre and for its upliftment, the learned counsel appearing for the petitioner and the learned senior counsel appearing for the second respondent, with the consent of parties, voluntarily agreed to pay a sum of Rs.25,000/- (Rupees Twenty Five Thousand only) each by the petitioner and second respondent to the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras. The said amount of Rs.25,000/- each by the petitioner and second respondent shall be paid by way of cheque drawn in the name of the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras, within a period of three weeks.

Sd/-
Asst.Registrar (CS III)

/true copy/

Sub Asst. Registrar

paa

To

- 1.The XIII Metropolitan Magistrate Court,
Egmore, Chennai.
2. Do thro the Chief Metropolitan Magistrate
Egmore, Chennai
- 3.The Inspector of Police
W-8, All Women Police Station
Thirumangalam
Chennai-600 101.



4. The Public Prosecutor,
High Court, Madras

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The Assistant Registrar
The Tamilnadu Mediation and Conciliation Centre
High Court, Madras

1 cc to Mr.V.Jeevagiridharan, Advocate, sr. 31241
2 ccs to Mr.T.Jayaraman, Advocate, sR. 31341

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SV (CO)
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