IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : **17.12.2015**

CORAM :

THE HONOURABLE MR.JUSTICE B.RAJENDRAN

Crl.O.P.Nos.20858 and 22969 of 2015

S.Alexander .. Petitioner in Crl.O.P.No. 20858 of 2015

T.Amirtharaj .. Petitioner in Crl.O.P.No. 22969 of 2015

vs.

State rep.by
The Inspector of Police
District Crime Branch
Anti-Land Grabbing Cell
Villupuram. .. Respondents in both the petitions

Criminal Original Petitions filed under Section 438 of the Cr.P.C., to enlarge the petitioners on bail in the event of their arrest concerned in Crime No.not known of 2015 and 34 of 2015 respectively on the file of the respondent-police.

For Petitioner in both Crl.O.Ps. : Mr.L.Baskaran

For Respondent : Mr.Mohammed Riyaz
Govt. Advocate (Crl. Side)
in both Crl.O.Ps.

Mr.B.Kumarasamy for
Intervenor in both Crl.O.Ps.

COMMON ORDER

The prayer in the Criminal Original Petitions is to enlarge the petitioners on bail in the event of their arrest by the respondent police on the file of the respondent police.

2. This Criminal Original Petition was referred for mediation to Tamil Nadu Mediation and Conciliation Centre, High Court, Madras.

3. A communication dated 14.12.2015 of the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras, enclosing a copy of its report dated 26.11.2015 has been received, wherein it is stated as follows:-

> "Both the parties and their counsels present. The parties have settled the matter amicably as per the terms cited in the Mediation Agreement, which is enclosed herewith. Hence the matter is placed before the Hon'ble Court. "

4. As the parties have arrived at a settlement in terms of the Mediation Agreement, this petition is listed for passing of an order in terms of the said agreement.

5. The Mediation Agreement, signed by the parties and their respective counsel reads as follows:-

"Both sides, out of their own volition and without any pressure or coercion from any side have agreed as follows:

This Memorandum of Understanding executed on 26th November 2015 between S.Alexander, the petitioner in Crl.O.P.No.20858 of 2015, T.Amirtharaj, the petitioner in Crl.O.P.No22969 of 2015 and I.Arockiyaraj, the defacto complainant in both the petitions.

1. The Defacto complainant, I.Arokiyaraj, is the general power of attorney of L.Krishnan who is the confirming party herein in respect of the immovable property situated in Plot Nos.28,29, 30 and 31 to the extent of 4,800 sq.ft in New Survey No.124/1, Old Survey No.174 to an extent of 1 acre and 03 cents and in Survey No.124/1A1A and New survey Nos.124/2, Old Survey No.175/2A, situated at Pattanur village, Vannur Taluk, Villupuram District out of 3.04 acres. The larger extent of property was originally belongs to one Angammal, wife of Natesa Pathar and others.

2. The petitioner in Crl.O.P.No.20858 of 2015, S.Alexander has purchased the larger extent of lands from Angammal and others and then ploted out the said property in order to sell the same into housing plots and on 04.04.1985, the said Alexander sold Plot Nos.28,29, 30 and 31 to an extent of 4,800 sq.ft to one Mr.Udayaraj, S/o.Veeraraghava Chettiar by

way of a sale deed and duly registered as Document No.724 of 1985 on the file of the Sub Registrar, Vanur and Taluk, Villupuram District.

3. The said Udayaraj sold and conveyed the same property to one L.Krishnan, party of the confirming party herein by way of sale deed dated 07.03.2012 and the same was registered as Document No.1265 of 2012 on the file of the Sub Registrar Office, Vannur, Villupuram District.

4. Mr.L.Krishnan party of the confirming party herein appointed the said I.Arokiyaraj/defacto complainant has his general power of attorney on 17.07.2013 and executed deed of general power of attorney and the same was registered as Document No.3708 of 2013 Sub Registrar Office, Vannur, Villupuram District with a view to deal with the above said properties.

5. The defacto complainant herein thereafter preferred a complaint against the petitioner herein before the Inspector of Police, District Crime Branch, Villupuram District alleging that the said Alexander, the petitioner herein appointed one Ganesan has his power agent to deal with the said property which he had already sold and conveyed. In the said complaint, one Amirtharaj, the petitioner in Crl.O.P.No.22969 of 2015 [son-in-law of Alexander] was also pointed out in the complaint with some false allegations. Based on the complaint of the defacto

complainant herein a case in Cr.No.34 of 2015 for the alleged offence under Sections 465, 468, 471 and 506(ii) of IPC was registered against the petitioner by the Inspector of Police, District Crime Branch, Villupuram District for which the petitioner had approached the Hon'ble High Court, Madras filing anticipatory bail application in Crl.O.P.Nos.20858 and 22969 of 2015, at request of the defacto complainant, the said applications, the matter was referred to Tamil Nadu Mediation and Conciliation Centre.

6. On various discussions among the parties herein the following terms of settlement were arrived among them which reads as follows:

a. The petitioner is agreed to pay a sum of Rs.28,00,000/- [rupees twenty eight lakhs only] to the defacto complainant as full and final settlement in respect of his claim regarding the property more particularly.

SCHEDULE

All that piece and parcel of land situated at Pattanur village, within the limit of Thiruchitrambalam Panchayath, Vanur Taluk, Villupuram District bearing New Survey No.124/1, Old Survey No.174 to an extent of 1 acre and 03 cents and in Survey No.124/1A1A and New Survey Nos.124/2, Old Survey No.175/1 and New survey No.124/2A to an extent of 3.04 acres and situated within the Registration District of Tindivanam and the Sub Registration District of Vanur East to West newly formed

Road, South by plot No.27, North by Plot No.32, East to West 60 fts and North to South 80 fts bearing Plot Nos.28,29, 30 and 31 measuring total extent of 4,800 sq.feets.

b. The said payment of Rs.28,00,000/- [Rupees Twenty Eight Lakhs only] has been paid by way of following Demand Drafts drawn in favour of the defacto complainant.

S.No.	***Date***	***D.D.No.***	***Drawn on***	***Branch***	***Amount***
1.	06.11.2015	073020	Bank of Maharashtra	Pondicherry	Rs.10,00,000/-
2.	18.11.2015	073054	Bank of Maharashtra	Pondicherry	Rs. 8,00,000/-
3.	19.11.2015	073055	Bank of Maharashtra	Pondicherry	Rs. 5,00,000/-
4.	23.11.2015	073067	Bank of Maharashtra	Pondicherry	Rs. 5,00,000/-
					Rs.28,00,000/-

c. The defacto complainant is agreed to accept the same and acknowledge the receipt of the above said demand drafts.

d. The defacto complainant undertake to cancel the general power of attorney executed by Mr.L.Krishnan on 17.07.2013 and hereby declare that he will not act as a power of attorney of L.Krishnan from this date onwards in view of the execution of this MOU.

e. The confirming party herein undertakes to execute a deed of cancellation of general power of attorney deed registered as 3708 of 2013 dated 17.07.2013 at the office of the Sub Registrar, Vannur, Villupuram executed in favour of Arokiyaraj/defacto complainant.

f. The defacto complainant undertakes to hand over all original documents in respect of the property described in the schedule herein to the petitioner immediately on receipt of the above payments by demand drafts.

g. The defacto complainant is ready and willing to co-operate with the petitioner at the time of filing quash petition before the Hon'ble High Court, madras in respect of the Cr.No.34 of 2015 on the file of the Inspector of Police, District Crime Branch, Villupuram District.

h. The defacto complainant and L.Krishnan both confirms that the above payment is made by the petitioner towards full and final settlement in respect of the claim from the defacto complainant and they will not claim any further amount under anyhead from the petitioner.

i. L.Krishnan hereby confirms that he will execute necessary conveyance in whatever manner the petitioner require with a view to hold title in respect of the said property in future as and when required without demanding any further compensation."

6. In terms of the settlement arrived at between the parties which is recorded under the Mediation Agreement between the parties in terms of the report dated 14.12.2015 from the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras, both these Criminal Original Petitions are

disposed of recording the terms of the Mediation Agreement. The terms of the Mediation Agreement and the report of the Mediation Centre shall form part of the order.

7. Both parties, in view of the settlement arrived at between the parties and for the benevolent task taken up by the Mediation Centre, in settling the matter had volunteered to pay certain amount to the Mediation and Conciliation Centre, High Court, Madras. The petitioner and the defacto complainant volunteered to pay a sum of Rs.10,000/- [Rupees ten thousand only] each and the same shall be paid by them within a period of two weeks from the date of receipt of a copy of this order.

17.12.2015

Index: Yes/No

Internet: Yes

vj2

To

1. The Inspector of Police
   District Crime Branch
   Anti-Land Grabbing Cell
   Villupuram.

2. The Public Prosecutor, Madras

3. The Assistant Registrar,
   Tamil Nadu Mediation and Conciliation Centre,
   High Court, Madras-600 104.

B.RAJENDRAN, J.

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