



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 28.03.2016

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THE HON'BLE MR.JUSTICE P.N.PRAKASH

Crl.O.P.(MD) No.7723 of 2015

1. Dharmaraj
2. Thangam

... Petitioners/A1 & A2

-vs-

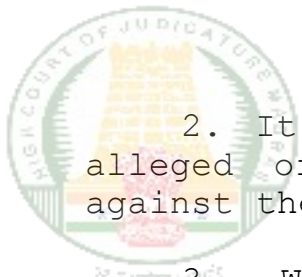
1. State Represented by
The Inspector of Police,
District Crime Branch,
Thoothukudi, Thoothukudi District.
(Crime No.14/2005) ... 1st Respondent/Complainant
2. Saraswathi ... 2nd Respondent/Defacto
Complainant

Prayer: Petition filed under Section 482 of Code of Criminal Procedure to call for the records and quash the charge sheet in C.C.No.16 of 2013, presently on the file of the learned Judicial Magistrate, (Special Court for Land Grabbing Cases) Thoothukudi, Thoothukudi District, which had been filed by the 1st respondent herein after culmination of investigation in Crime No.14 of 2005 dated 23.02.2005, pursuant to the compromise arrived at by the parties.

For Petitioners : Mr.A.Thiruvadikumar
For R1 : Mr.K.V.Rajarajan
Government Advocate (Crl. side)
For R2 : Mr.S.Vinayak

O R D E R

This petition has been filed seeking to quash the charge sheet in C.C.No.16 of 2013, on the file of the learned Judicial Magistrate, (Special Court for Land Grabbing Cases) Thoothukudi, Thoothukudi District, pursuant to the amicable settlement effected between the parties.



2. It is seen that a case in Crime No.14 of 2005 for the alleged offences under Sections 420 IPC, has been registered against the petitioners / A1 & A2.

3. When the matter is taken up for hearing, the petitioners/Accused and the second respondent, appeared in persons and their identifications were also verified by this Court, in addition to the confirmation of the identity of the parties by the Government Advocate through the respondent Police, namely, Radhakrishnan, Sub-Inspector of Police District Crime Branch, Thoothukudi District. Learned counsel appearing for the parties also endorsed the identify of their respective parties.

4. The counsel appearing on either side filed a joint memo of compromise dated 28.03.2016, duly stating that since the parties have arrived at an amicable settlement by way of compromise among themselves, the second respondent has agreed to withdraw the above case in C.C.No.16 of 2013 pending on the file of the Judicial Magistrate, Special Court for Land Grabbing Cases), Thoothukudi District.

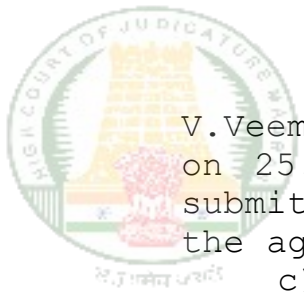
5. The joint memo of compromise reads as under:

"It is submitted that the 1st respondent herein had laid a final report alleging that the petitioners herein have sold the property in Survey No.111/1A3 in Maravanmadam Village, Thoothukudi District which stood in the name of their minor son to the 2nd respondent herein, by a registered sale deed dated 23.12.1999. It is the further version of the prosecution that the petitioners had suppressed the fact about the pendency of the suit in O.S.No.133/92 on the file of the District Munsif Court, Thoothukudi, with regard to the said property. It is the further version, that the petitioners have also suppressed the change of Survey Number from S.No.111/1A3 to S.No.111/1A1 and as such had committed the offences of cheating.

It is submitted that at present, the petitioner and the 2nd respondent herein have settled their disputes and in fact the 2nd respondent herein had received a lump-sum amount initially and had agreed to cancel the sale deed and as such she has no objection in quashing the entire proceedings. It is submitted that the terms of compromise is as follows:

a) On 30.03.2013, a agreement deed was executed, by which, the 2nd respondent / Defacto complainant agreed to receive a sum of Rs.34,50,000/- in total as consideration and out of the same, Rs.25,00,000/- had been received on 30.03.2013.

per the agreement deed, a sum of Rs.3,00,000/- was paid by the petitioners on 10.12.2015 to the husband of the 2nd respondent herein by name



V.Veeman followed by a sum of Rs.1,50,000/- being paid on 25.03.2016 and Rs.3,00,000/- on 27.03.2016. It is submitted that necessary endorsement has been made in the agreement deed.

c) It is agreed by the parties that the balance of Rs.2,00,000/- would be paid by the petitioners herein while the Defacto complainant executes the cancellation deed. It is submitted that the agreement has been arrived at independently and the parties undertake to abide by the terms of agreement. It is submitted that the 2nd respondent would execute the cancellation deed on receipt of the balance consideration of Rs.2,00,000/-.

d) It is submitted that the xerox copy of the Agreement Deed dated 30.03.2013 executed by the parties is filed before this Hon'ble Court along with the Joint Compromise Memo today.

It is submitted that the pendency of the present proceedings is a hurdle for their cordial relationship and the fact remains that the 2nd respondent has received the money due to her and she is not interested in prosecuting the accused persons. It is submitted that the 2nd respondent has also agreed to cancel the sale deed as well and she had also filed a supporting affidavit praying to quash the proceedings.

Therefore, it is humbly prayed that this Hon'ble Court may be pleased to accept the present Joint Compromise Memo and quash the charge sheet in C.C.No.16 of 2013, presently on the file of the learned Judicial Magistrate, (Special Court for Land Grabbing Cases) Thoothukudi, Thoothukudi District, which had been filed by the 1st respondent herein after culmination of investigation in Crime No.14 of 2005 dated 23.02.2005, pursuant to the compromise arrived at by the parties and pass further or other orders as this Hon'ble Court may deem fit and proper in the circumstances of the case and thus render justice."

6. When such a situation arose in similarly placed matters in **Crl.O.P. (MD) Nos.406, 530 and 864 of 2016 (Prabu and others vs. State Rep. By The Inspector of Police and others), decided on 28.01.2016**, this Court considered the various decisions rendered by the Hon'ble Supreme Court in this regard in several cases, namely, **Gian Singh vs. State of Punjab and another [(2012) 10 SCC 303]**, **B.S.Joshi vs. State of Haryana [(2003) 4 SCC 675]**, **Nikhil Merchant vs. CBI [(2008) 9 SCC 677]**, **Narinder Singh and others vs. State of Punjab and another [(2014) 6 SCC 466]** and **State of Madhya Pradesh vs. Manish and others [(2015) 8 SCC 307]** and observed as under:



"11. If the offences against women and children and the IPC offences falling under the categories, like, murder, attempt to murder, offence against unsound mind, rape, bribe, fabrication of documents, false evidence, robbery, dacoity, abduction, kidnapping, minor girl rape, idol theft, preventing a public servant from discharging of his/her duty, outrage of woman modesty, counterfeiting currency notes or bank notes, etc., are allowed to be compounded, it will surely have serious repercussion on the society, as the above mentioned list is only illustrative and not exhaustive. Similarly, any compromise between the victim and the offender in relation to the offences clubbed with Special Enactment, like Arms Act, the Prevention of Corruption Act, TNPPDL Act, TNPID Act or the offences committed by Public Servants while working in that capacity, etc., cannot provide for any basis for quashing criminal proceedings involving such offences. As held by the Apex Court, insofar the offences arising out of matrimonial dispute, relating to dowry or the family disputes where the wrong is basically private or personal in nature, are concerned, the possibility of conviction is remote and bleak, in case the parties resolve their entire disputes amicably among themselves. This Court feels that there cannot be any compromise in respect of the heinous and serious offences of mental depravity and in that case, the Court should be very slow in accepting the compromise. If the compromise is entertained mechanically by the Court, the accused will have the upper hand. The jurisdiction of this Court may not be allowed to be exploited by the accused, who can well afford to wait for a logical conclusion. The antecedents of the accused have also to be taken into consideration before accepting the memo of compromise and the accused, by means of compromise, cannot try to escape from the clutches of law.

7. Taking note of the judgments referred to supra, considering the nature of allegations and in view of joint memo of compromise dated 28.03.2016, this Court is of the opinion that no useful purpose would be served in keeping the matters pending. Therefore, the entire proceedings in C.C.No.16 of 2013 on the file of the Judicial Magistrate, Special Court for Land Grabbing Cases, Thoothukudi, Thoothukudi District, in respect of all the accused, are hereby quashed.



8. Accordingly, this Criminal Original Petition is allowed on the basis of the compromise entered into between the parties. The joint compromise memos dated 28.03.2016 shall form part of this order.

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Sd/-

Assistant Registrar

/True Copy/

Encl : Joint Compromise Memo
Xerox Copy

Sub Assistant Registrar

RR

To:

1. The Judicial Magistrate,
(Special Court for Land Grabbing Cases)
Thoothukudi, Thoothukudi District
2. The Inspector of Police,
District Crime Branch,
Thoothukudi, Thoothukudi District.
3. The Additional Public Prosecutor,
Madurai Bench of Madras High Court,
Madurai.

+2CC to Mr.A.Thiruvadi Kumar Advocate Sr.No.17154

GJM/GSV/PM/7.4.16-2p-6C

Cr1.O.P. (MD) No.7723 of 2015
28.03.2016