

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :20.03.2018

CORAM:

THE HONOURABLE MR. JUSTICE M.S.RAMESH

Crl.O.P.No.12625 of 2014 &
Crl.M.P.No.4099 of 2018

Padmini .. Petitioner/Accused

Vs.

1.The Inspector of Police,
CCB, (Land Grabbing Cell),
Chennai. ... 1st Respondent/Complainant

2.Sasinthana ... 2nd Respondent/Defacto
complainant

PRAYER: Criminal Original Petition filed under Section 482 of Cr.P.C. praying to call for the record in Crime No.591 of 2011 pending investigation by the respondent police and quash the same.

For Petitioner : Mr.K.P.Anantha Krishna

For Respondent 1: Mrs.P.Kritika kamal,
Government Advocate (Crl. side)

For Respondent 2: Mr.P.Vasanth

O R D E R

This petition has been filed seeking to quash the proceedings in Crime No. 591 of 2011 on the file of the First Respondent police.

2. The petitioner and the defacto complainant have amicably settled their disputes before the Lok Adalat and an award came to be passed on 09.08.2017. A memo of compromise has also been executed between the parties dated 09.08.2017.

3. The terms of the memo of compromise reads as follows:

" 1.That the 4th defendant doth hereby declare and affirm that the plaintiff is absolute owner of the suit schedule property and in view of the same, the 4th defendant relinquishes his claim over the suit property pursuant to the Sale Deed dated 17.02.2006 executed by the 1st defendant in favour of 4th defendant bearing Document No.385 of 2006, as the same is executed by the 1st defendant

without any right or title over the suit schedule property.

2. That the 1st defendant doth hereby declare and affirm that the plaintiff is the absolute owner of the suit schedule property and in view of the same, the 3rd defendant relinquishes her claim over the suit property pursuant to the Lease Agreement Dated 01.07.2002 executed by 1st defendant in favour of the 3rd defendant, bearing Document No.2189 of 2002, as the same is executed by the 1st defendant without any right or title over the suit schedule property.

3. That in view of the fact that the defendant 3 & 4 had asserted and affirmed that title of the plaintiff over the schedule property and relinquished their claim over the schedule property, the defendants doth hereby affirm that the Lease Agreement Dated 01.07.2002 executed by 1st defendant in favour of the 3rd defendant, bearing Document No.2189 of 2002 and the Sale Deed Dated 17.02.2006 Executed by the 1st defendant in favour of 4th defendant bearing Document No.385 of 2006 is being executed by 1st defendant without any authority and as such the defendants 3 & 4 submit to the decree to declare the aforesaid documents as null and void.

4. That the 3rd defendant do hereby agrees to vacate and surrender vacant possession of the schedule property to the plaintiff on or before 30th day of September 2017.

5. That in view of the fact that the 3rd and 4th defendants affirmed the title of the plaintiff and agreed to surrender possession as set forth above, the plaintiff doth hereby relinquishes her claim of mesne profit.

6. That in view of the fact that the defendants 3 & 4 had admitted the title of the plaintiff and submitted to the decree for declaration of the Lease Agreement Dated 01.07.2002 executed by 1st defendant in favour of the 3rd defendant, bearing Document No.2189 of 2002 and the Sale Deed Dated 17.02.2006 Executed by the 1st defendant in favour of the 4th defendant bearing Document No.385 of 2006 as null and void, the plaintiff doth hereby affirms that her complaint before the police in Crime No.591 of 2011 pending on the file of Central Crime Branch at Chennai and a case

pending before the Judicial Magistrate, Saidapet has become academic and as such the plaintiff assures that she will co-operate with the defendants 3 & 4 to compound the same and/or withdraw the complaint as not pressed.

7.That the plaintiff and defendants had entered into this memorandum of compromise on their own volition without any threat or coercion and they have read the contents of this compromise and signed this deed of compromise on their own.

8.That the plaintiff and defendants doth hereby agreed to pass a decree in the suit in terms of this Compromise."

4. Recording the terms of compromise dated 09.08.2017, investigation in Crime No.591 of 2011 on the file of the first respondent stands quashed. Accordingly, the Criminal Original Petition stands allowed and the Criminal Miscellaneous Petition stands ordered.

Sd/-
Assistant Registrar(CS-II)

//True Copy//

Sub Assistant Registrar

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To

- 1.The Inspector of Police,
CCB, (Land Grabbing Cell), Chennai.
- 2.The Public Prosecutor,
High Court, Madras.
3. The Judicial Magistrate-XI, Saidapet.

+ 2 ccs to M/s. K.P. Anantha Krishnan, Advocate SR.21235,
21903

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SAI (CO)
EU(09/04/2018)