

IN THE HIGH COURT OF JUDICATURE AT MADRAS
DATED : 12.04.2019
CORAM:

THE HON'BLE MR.JUSTICE M.NIRMAL KUMAR

CRL.O.P.No.8729 of 2011 and
Crl.M.P.Nos.1 & 2 of 2011

1.Tmt.Nirmala Kumar
2.Heerachand Surana

... Petitioners

Versus

Veerappan

... Respondent

PRAYER: Criminal Original Petition filed under Section 482 of the Code of Criminal Procedure, to call for the records relating to C.C.No.61 of 2011 on the file of the Judicial Magistrate No.II, Pondicherry and quash the same.

For Petitioners : Mr.Vedavallikumar

For Respondent : Mr.K.Srinivasan

ORDER

This Criminal Original Petition has been filed to quash the proceedings in C.C.No.61 of 2011 on the file of the Judicial Magistrate No.II, Pondicherry.

2.The petitioners are the accused on a private complaint filed by the respondent for the offences under Sections 420 r/w 120(b) of IPC in C.C.No.61 of 2011, pending on the file of the Judicial Magistrate Court No.II, Pondicherry have filed the above quash petition.

3.The gist of the case is that the petitioners and the respondent have entered into an agreement for sale of the theater and the abutting land for consideration of Rs.20 lakhs. The sale agreement has been registered as Document No.156 of 1998 before the Sub Registrar, Pondicherry. As per the agreement, two properties in Document No.98/1969 and No.180/1971 are to be purchased by the respondent. The total sale consideration is Rs.20,00,000/- (Rupees twenty lakhs only), an advance amount of Rs.1,00,000/- (Rupees only lakhs only) was paid by the petitioners on the date of agreement and the balance amount to be paid within a period of five years. Therefore, the possession of the property was to be with the respondent, till the sale is completed in all aspects.

4. In pursuant to the agreement some part payments were made. The sale could not be completed for various reasons. The original sale agreement and also the title deeds of the property were handed over to the petitioners on the date of agreement i.e., on 01.12.1997. On 22.02.2003, the compromise was executed between the petitioners and the respondent to waive the sale agreement dated 01.12.1997. As per the compromise deed, the respondent had repaid the amount to the petitioners and they acknowledged the same and signed on the Revenue Stamp. Despite the same, the petitioners failed to handover the original documents received earlier. The encumbrance created on the properties existed and the respondent was unable to deal with the properties as per his wish. The petitioners failed to cancel the sale agreement dated 01.12.1997 creating encumbrance to the properties and withholding of original documents, the complaint came to be filed.

5. During the pendency of the above Quash Petition, on 12.07.2018, the matter was referred to the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras. Wherein, the following settlement has been arrived, is extracted here under:-

"6. The following settlement has been arrived at between the parties hereto:-

A. The petitioners in the above Crl.O.P. Have agreed to receive Rs.6.25 lakhs as full and final settlement to the claim of the dispute between them.

B. The respondent/defacto complainant undertakes to close C.C.No.61 of 2011 on the file of the Judicial Magistrate No.II, Puducherry.

C. The petitioners herein agrees to cancel the sale agreement dated 01.12.1997 entered between the petitioners and the respondent registered as Document No.156 of 1998 on the file of the Sub Registrar, Pondicherry and undertakes to handover the original documents to the respondent herein."

6. The learned counsel for the petitioners submit that as per the Mediation settlement, now, the issue has been amicably resolved, the Document No.180 of 1971 along with the annexures were handed over to the respondent and the Document No.98 of 1969 and Document No.156 of 1998 could not be traced immediately. He further submitted that the said documents are misplaced and all efforts have been taken to retrieve the same. Further gave an undertaking that no claim in any manner with regard to Document No.98 of 1969 and Document No.156 of 1998 would be made by the petitioners.

7.Today i.e., on 12.04.2019, the cancellation of sale agreement in Document No.7797/2019, cancelling the sale agreement Document No.156 of 1998, before the Sub Registrar, Pondicherry has been produced. The learned counsel for the respondent admits that same.

8.Recording the above submissions, the proceedings in C.C.No.61 of 2011 on the file of the Judicial Magistrate Court No.II, Pondicherry is hereby quashed. Accordingly, this Criminal Original Petition is allowed. Consequently, the connected Miscellaneous petitions are closed.

Sd/-

Assistant Registrar(CS V)

//True Copy//

Sub Assistant Registrar

To

1.The Judicial Magistrate No.II,
Pondicherry.

2.do through The Chief Judicial Magistrate,
Pondicherry.

+1 cc to Mr.G.Vinodhkumar, Advocate, Sr.No. 37160

CRL.O.P.No.8729 of 2011

LN(CO)
CSL/20.06.2019



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