

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 18.09.2019

CORAM:

THE HONOURABLE MR.JUSTICE M.S.RAMESH

Crl.O.P.Nos.23207 and 23211 of 2019,
Crl.O.P.No.22704 of 2018 and
Crl.O.P.No.8641 of 2017
and

Crl.M.P.Nos.14879 and 12608 of 2018 and
Crl.M.P.Nos.6162 and 6163 of 2017

Crl.O.P.No.23207 of 2019

Rajesh Menon ... Petitioner/Accused 1

Vs.

1.The Inspector of Police,
All Women Police Station,
Teynampet, Chennai-18.

2.Deepa A.R. ... Respondents

Prayer: Criminal Original Petition filed under Section 482 of Cr.P.C., to call for records relating to C.C.No.879 of 2017 on the file of the Hon'ble XVIII Metropolitan Magistrate Court, Saidapet, Chennai- 600 015 and quash the same in its entirety.

For Petitioners : Mr.S.Srinivasa Narayanan

For R1 : Ms.V.Saratha Devi
Government Advocate (Crl.side)

For R2 : Ms.P.V.Rajeshwari

Crl.O.P.No.22704 of 2018

Sivadasan .. Petitioner/2nd Respondent

Vs.

Deepa A.R. .. Respondent/ Petitioner

Prayer: Criminal Original Petition filed under Section 482 of Cr.P.C., to call for the records relating to D.V.C.No.14 of 2018 on the file of the XVII Metropolitan Magistrate Court, Saidapet, Chennai- 600 015 and quash the D.V.C. proceedings in respect of petitioner.

For Petitioners : Mr.S.Srinivasa Narayanan

For Respondent : Ms.P.V.Rajeshwari

Crl.O.P.No.8641 of 2017

1.Sivadasan

2.Girija .. Petitioners/1&2 Deceased

Vs.

1.The Inspector of Police,
All Women Police Station,
Teynampet, Chennai-18. ...1st respondent/Complainant

2.Deepa A.R.

...2nd Respondent

Prayer: Criminal Original Petition filed under Section 482 of Cr.P.C., to call for the records relating to C.C.No.879 of 2017 on the file of learned XVIII Metropolitan Magistrate, Saidapet and quash the same.

For Petitioners : Mr.S.Srinivasa Narayanan

For R1 : Ms.V.Saratha Devi
Government Advocate (Crl.side)

For R2 : Ms.P.V.Rajeshwari

Crl.O.P.No.23211 of 2019

Rajesh Menon .. Petitioner/Accused 1

Vs.

1.The Inspector of Police,
All Women Police Station,
Teynampet, Chennai-18.

2.Deepa A.R. .. Respondents/Complainant

Prayer: Criminal Original Petition filed under Section 482 of Cr.P.C., to call for the records relating to D.V.C.No.14 of 2018 on the file of the XVII Metropolitan Court, Saidapet, Chennai-600 015 and quash DVC the proceedings in its entirety.

For Petitioners : Mr.S.Srinivasa Narayanan

For R1 : Ms.V.Saratha Devi
Government Advocate (Crl.side)

For R2 : Ms.P.V.Rajeshwari

COMMON ORDER

When these matters came up for hearing today, the petitioners as well as the private respondent/defacto complainant are personally present before this Court and identified themselves. The wife has produced Aadhar Card bearing No.2848 9429 5964 and the husband has produced Driving License No.F/TN/01/006799/2000.

2.Heard the learned counsel for the petitioners as well as the learned counsel for the private respondent and the learned Government Advocate (Crl. Side) for the official respondent.

3.In connection with the matrimonial dispute, the parties have referred to the Mediation before the Mediation and Conciliation Centre, High Court, Madras and as per the mediation report dated 14.08.2019, the parties had mutually resolved the dispute among themselves through a Memorandum of Understanding(MoU) dated 18.07.2019. The terms of the Memorandum of Understanding(MoU) reads as follows:

THIS MEMORANDUM OF UNDERSTANDING EXECUTED AT
CHENNAI ON THIS THE 18th DAY OF JULY 2019

BY AND BETWEEN

Mrs. A.R. Deepa, wife of Mr. Rajesh Menon and daughter of Mr.A. Raghunathan, Hindu, aged about 32 years, resident of 21/1064-A, SHREYAS, Palluruthy, Kochi, Kerala-682006. now temporarily residing at Star Ladies Hostel, Chennai hereinafter called as the party of the FIRST PART

AND

Mr. Rajesh Menon, S/o Mr.P. Sivadasan, Hindu, aged about 39 years, residing at No:3-A, 3rd Block, Kences Enclave, No.1, Ramakrishna Street, North Usman Road, T.Nagar, Chennai-600017 hereinafter called as the party of the SECOND PART

- 1. Whereas the marriage of the party of the First Part with the Party of the Second Part was solemnized on 03-06-2011 at Kerala. Out of the wedlock a girl child was born to them on 30-07-2013 and named as Bhavya. Whereas certain differences of opinion and misunderstandings arose between the Party of the First Part and the Party of the Second Part because of which they are living separately from each other from 14-06-2016 and the minor child Bhavya is under the care and custody of her mother, the Party of the First Part. The differences which arose between them led to the initiation of the following proceedings against each other by the Parties to this MOU.
- (i) FIR in Crime No.3 of 2016 registered by the All Women Police Station, Teynampet, Chennai, on a complaint by the party of the First Part against the Party of the Second Part and his parents, Mr. Sivadasan and Mrs. Girija under Section 498-A IPC, which culminated into C.C.No.879 of 2017 and pending on the file of the XVIII Metropolitan Magistrate Court, Saidapet, Chennai .
- (ii) Petition for dissolution of marriage and for a decree of divorce filed by the Party of the Second part against the Party of the First Part in O.P.No. 2480 of 2016, pending on the file of the III Additional Family Court, Chennai, wherein I.A.No.2855 of 2018 filed by the Party of the First Part against the Party of the Second part for granting Interim Maintenance is pending.
- (iii) Crl.O.P.No.8641 of 2017 filed by the Parents of the party of the second part pending before the Honourable High Court, Madras for quashing the proceedings against C.C.No.879 of 2017 pending before the XVIII Metropolitan

Magistrate Court, Saidapet, Chennai, .

- (iv) The party of the first part initiated proceeding under the Protection of Women from Domestic Violence Act against the party of the Second part and his father against D.V.C. No. 14 of 2018 on the file of the XVII Metropolitan Magistrate Court, Saidapet, Chennai .
- (v) Crl.O.P. No. 22704 of 2018 filed before the Honourable High Court, Madras, by the father of the party of the Second Part Mr. Sivadasan to quash the proceedings pending against them before the XVII Metropolitan Magistrate Court, Saidapet, Chennai in D.V.C.No. 14 of 2018 and the said Crl. O.P No. 22704 of 2018 is pending.
- 2. Whereas, with a view to give a quietus to all the issues between the parties herein, by an order dated 12-11-2018 made in Crl.M.P.No.14879 of 2018 in Crl.O.P.No.22704 of 2018, the Hon'ble High Court, Madras was pleased to refer the parties herein and the father of the Party of the Second Part for Mediation.
- 3. Whereas pursuant to an effective mediation, the parties herein have agreed to resolve the disputes between them amicably in the following manner;-

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

- A.DISSOLUTION OF MARRIAGE
Subject to the compliance with the terms of this Memorandum of Understanding, the Parties to this MOU, agree to get their marriage dissolved by filing a Petition for Divorce by Mutual Consent before the Family Court at Chennai and to file quash petition before the Hon'ble High Court against C.C.No.879 of 2017, for offence U/s.498 A, pending on the file of the XVIII Metropolitan Magistrate Court, Saidapet, Chennai and D.V.C.No.14 of 2018 on the file of the XVII

Metropolitan Magistrate Court, Saidapet, Chennai and to close all other pending cases as detailed hereunder.

- B.VISITATION OF CHILD

The parties agree that the Party of the Second part, the father of the minor child can exercise his right of visitation of his minor daughter Bhavya after intimating the Party of the First part through e-mail/ what's app / written communication as well as by phone call in advance before such visitation. Such visitation could take place at the place and time agreed between both the parties.

- C.EDUCATIONAL EXPENSES OF THE CHILD

- (a) The Party of the Second part agrees to share 50% of the actual educational expenses of his daughter Bhavya, only in India, from the date of entering into this Memorandum of Understanding, till her age of 23 years or till her marriage, whichever is earlier, on production of bills/ vouchers of such expenses.

- (b) The term "Educational Expenses" includes the Tuition Fees, Books, Note Books, Transportation and other charges which would be collected by the Educational institution in which Selvi. Bhavya would pursue her studies.

- (c) The Party of the First Part shall forward the copies of the Bills and / or Vouchers of such Educational Expenses as described above through e-Mail to the Party of the Second Part. The Party of the Second part agrees to make the payment of the 50% of those expenses within two weeks or within such reasonable time after receipt of the same, but within one month from the production of such Bills.

- (d) The payment of the amount agreed to be paid herein above shall be deposited by the Party of the Second Part in the Bank Account maintained in the name "BHAVYA MENON" with the State Bank of India, Perumanoor Branch (IFSC Code: SBIN0008660) bearing SBCHQ_SBP PEHLAKADAM(G) Account No.00000038321108895.

e) The address of the Party of the Second Part to which the Party of the First Part can forward the Bills and/or Vouchers as agreed above is

3A, Block3, Kences Enclave, No.1, Ramakrishna Street, T.Nagar, Chennai-600017

Party of the Second Part gives his e-mail id for the said purpose is raj_bluewater@yahoo.com.

The address for communication of the Party of the First Part to which any communication may be sent in this regard by the Party of the Second Part is

21/1064-A, SHREYAS, Palluruthy, Kochi, Kerala-682006

Party of the First Part gives her e-mail id for the said purpose is deepa.reghunathan@gmail.com.

D. EXCHANGE OF ARTICLES

The jewellery, earlier handed over to the parents of the Party of the Second part by the party of the First part will be returned to the party of the first part at Kerala on 27-07-2019. The place and time of handing over would be intimated through e-mail by the party of the Second Part to the party of the First Part and the same should be acknowledged by the party of the First Part. The List of Articles that is agreed to be returned/handed over as agreed herein above is enclosed as Annexure.

• E.PERMANENT ALIMONY/MAINTENANCE

The party of the Second part agrees to pay a sum of Rs.8, 00,000/- as one time Permanent Alimony/Maintenance and the settlement amount is to be paid by the Party of the Second Part to the party of the First Part by Demand draft on the date of filing of the Quash Petition before the Hon'ble High Court of Madras against C.C.No.879 of 2017, pending on the file of the XVIII Metropolitan Magistrate Court, Saidapet, Chennai and against D.V.C.No.14 of 2018 pending on the file of the XVII Metropolitan Magistrate Court, Saidapet, Chennai. The Party of the First Part hereby undertakes that she will not claim any form of maintenance from the party of the Second Part in present or future.

- F.WITHDRAWAL AND CLOSURE OF PENDING PROCEEDINGS
-
- a) That both the parties to this MOU agree to withdraw and do hereby withdraw the allegations made against each other in the various proceedings mentioned above.
- b) That the party of the Second Part hereby agrees to withdraw his Petition for Divorce in O.P.No.2480 of 2016 pending on the file of the III Additional Family Court, Chennai.
- c) That the party of the First Part agrees to withdraw and not to proceed with the proceedings initiated by her under the Protection of Women from Domestic Violence Act which is now pending as D.V.C. No. 14 of 2018 on the file of the XVII Metropolitan Magistrate Court, Saidapet, Chennai and further agrees for quashing of the proceedings by the Hon'ble High Court, Madras.
- d) That the party of the First Part agrees not to proceed with the prosecution initiated at her instance against the party of the second part and her parents which is pending as C.C.No.879 of 2017 before the XVIII Metropolitan Magistrate Court, Saidapet, Chennai, and agrees to co-operate with the party of the Second Part for getting the proceedings quashed.
- e) That the parties to this MOU hereby agree that except those agreed under this MOU, there shall be no further claim from each of the parties to this Memorandum of Understanding against the other party, relating to further maintenance, return of articles, right to property, or any other claim, past, present, as well as in future.
- f) That the party of the first part and the party of the second part shall co-operate with each other until the terms agreed under this Memorandum of Understanding are carried out in letter and spirit.
- g) That there is no threat, coercion, undue

influence or third party influence in entering into this Memorandum Of Understanding.

- h) That this compromise was arrived at under the able guidance of Mediator, and in the presence of their respective Counsels named in this Memorandum of Understanding.
- G.DEFAULT CLAUSE

In the event of either parties to this MOU failing to comply with any of the terms agreed under this MOU, the other party will have liberty to initiate appropriate proceedings before the Court of Law for enforcing the terms of this MOU.

ANNEXURE

LIST OF ARTICLES TO BE HANDED OVER AS PER CLAUSE D
Broad Bangles

Worn in engagement-left hand marriage
Worn in engagement- left hand marriage
Worn in engagement- ashtalakshmi (right hand -marriage)
Right hand- marriage photo
Right hand- marriage photo
Right hand- marriage photo
Right hand- marriage photo
Daily use- rounded- left hand marriage
Daily use- rounded- left hand marriage

Necklace
Bigger necklace with red stones
Necklace with flower design
Pulinagam type
Worn in engagement and marriage

2 earring
Wedding

Gold Coins
4 Coins

Gift from uncles
finger ring
bangle

Bhavya's

Neck chain -1
Bangles - 1no
Earring- pair with Red stone jimki

FIVE COPIES OF THIS MOU IN ORIGINAL IS SIGNED BY
THE PARTIES

IN WITNESS WHEREOF THE PARTY OF THE FIRST PART AND
THE PARTY OF THE SECOND PART ABOVE NAMED HAVE
SIGNED THIS MEMORANDUM OF UNDERSTANDING ON THE DAY
MONTH YEAR FIRST ABOVE WRITTEN.

WITNESSES :- PARTY OF THE FIRST PART
1
PARTY OF THE SECOND PART
2.

4.In accordance with the terms of memorandum of understanding, the husband Rajesh Menon had handed over a Demand Draft to his wife Deepa for a sum of Rs.8,00,000/- (Rupees Eight Lakhs only) bearing No.093314 dated 09.08.2019 and the receipt of which is hereby acknowledged by the wife. It is also stated that the parties shall adhere to the terms and conditions mentioned in the Memorandum of Understanding(MoU). Accordingly, the proceedings in C.C.No.879 of 2017 pending on the file of the Learned XVIII Metropolitan Magistrate, Saidapet, Chennai as well as the proceedings in D.V.C.No.14 of 2018 pending on the file of the learned XVII Metropolitan Magistrate, Saidapet, Chennai is hereby quashed. The Memorandum of Understanding(MoU) dated 18.07.2019 shall form part of this order.

5.Accordingly, these Criminal Original petitions are allowed. No costs. Consequently, connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar(CS)

//True Copy//

Sub Assistant Registrar

pnn

To

1.XVIII Metropolitan Magistrate Court, Saidapet,
Chennai- 600 015.

2.XVII Metropolitan Magistrate Court,
Saidapet, Chennai- 600 015.

3.The Public Prosecutor,
Madras High Court,
Chennai.

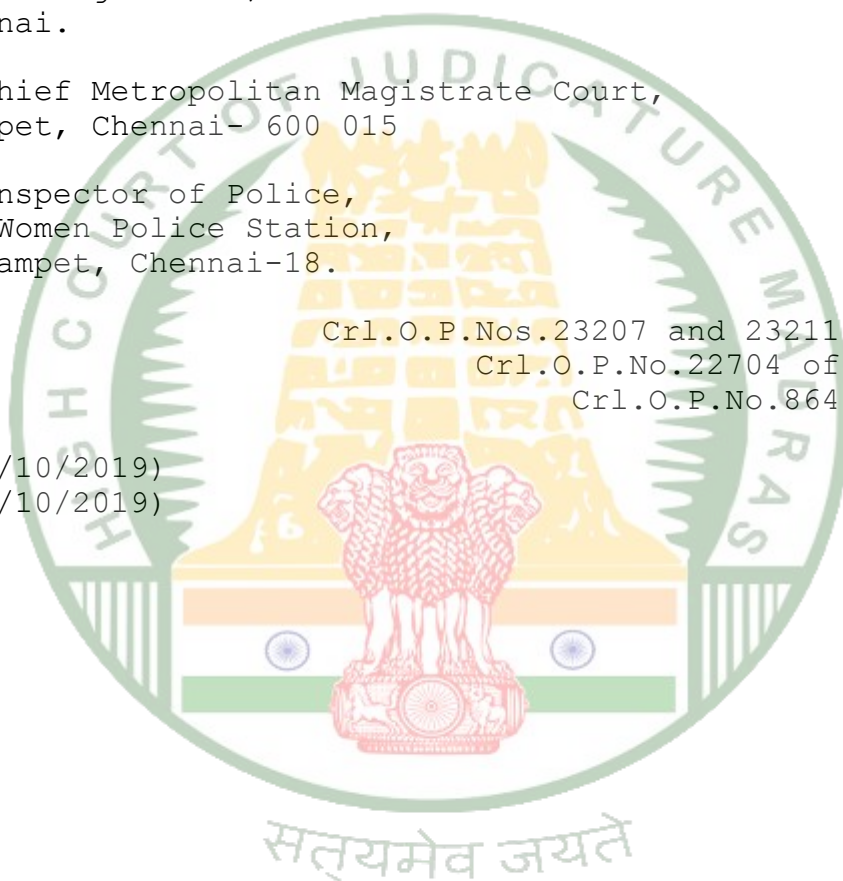
4.The Chief Metropolitan Magistrate Court,
Saidapet, Chennai- 600 015

5.The Inspector of Police,
All Women Police Station,
Teynampet, Chennai-18.

Crl.O.P.Nos.23207 and 23211 of 2019,
Crl.O.P.No.22704 of 2018 and
Crl.O.P.No.8641 of 2017

A.SK(18/10/2019)

A.SK(22/10/2019)



WEB COPY