

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.10.2019

CORAM

THE HONOURABLE MR. JUSTICE M.S. RAMESH

Cr1.O.P.No.28001 of 2019

1.Priyalakshmi
2.Vijayabalaji
3.Devi

...Petitioners/Accused No.3

Vs

1.The State rep by
The Inspector of Police
F-1, Chintadripet Police Station,
Chintadripet,
Chennai 600 002.

2.V.Babu

...Respondents/Complainant &
Defacto Complainant

PRAYER: Criminal Original Petition filed under Section 482 of Cr.P.C, praying to call for the records and quash the FIR in Crime No.100 of 2018 dated 19.04.2018 pending on the file of the first respondent police.

For Petitioners : Mr.A.Parthipan

For Respondents : Ms.Saradha Devi.V for R1
Government Advocate (Cr1.side)
Mr.R.Naresh Kumar for R2

O R D E R

This Criminal Original Petition is filed to call for the records and quash the FIR in Crime No.100 of 2018 dated 19.04.2018 pending on the file of the first respondent police.

2. Pending the Criminal Original Petition, the petitioners and the second respondent herein have amicably resolved the dispute before the Tamil Nadu Mediation and Conciliation Centre and have entered into a joint compromise memo dated 21.10.2019.

3. The settlement of the said memo reads as follows:

"WHEREAS the FIRST PART entered this Memo of Joint Compromise with the SECOND PART. They have approached the SECOND PART's wife namely Vasanthi and borrowed an amount of Rs 7,30,000/- (Rupees Seven Lakhs Thirty Thousand only) and jewels weighing 49 sovereigns worth about of Rs.10,00,000/- (Rupees Ten Lakhs only);

WHEREAS the SECOND PART asked the FIRST PART to return the amount and jewels, the FIRST PART immediately vacated the premises and whereabouts also not known even without intimating to the SECOND PART she has left from the premises.

WHEREAS the SECOND PART submits that he has lodged a police complaint and CSR also given; later the SECOND PART approached the Hon'ble High court to register the complaint against the FIRST PART in Crl.OP.No.2712 of 2018 that was seized off by the Hon'ble High court and a direction also issued pursuance to that direction a criminal case also registered in Crime No.100 of 2018.

Having known all these developments the FIRST PART approached the SECOND PART and compromised the issue and the FIRST PART will settle the entire dues in installments.

The Total amount of Rs.17,30,000/- (Rupees Seventeen Lakhs and Thirty Thousand only) has been fixed for the cash and jewels and the SECOND PART received the following amounts on various dates mentioned below:

- i) Rs.4,00,000/- on 20.08.2018 by cash
- ii) Rs.1,30,000/- on 30.11.2018 by cash
- iii) Rs.3,00,000/- on 18.03.2019 by cash
- iv) Rs.1,50,000/- on 31.07.2019 by cash

Total amount of Rs.9,80,000/-

In between the FIRST PART filed Crl.OP.No. 28001 of 2019 to quash the First Information Report with compromise memo that she has obtained Demand Draft for

Rs.7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) in favour of STANDARD CHARTERED Bank Bearing DD.No.137706 dated 14.10.2019 . The SECOND PART also agreed to receive the balance amount of Rs.7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) on 21.10.2019 and the SECOND PART also agreed to compromise the issue on the following conditions:

- 1.The FIRST PART paid the entire amount as agreed by the both the FIRST AND SECOND Part.
- 2.The SECOND PART returned three cheques bearing Nos.000122 dated 25.01.2018, No.000140 and 000121 dated Nil along with original Stamp Paper i.e. undertaking letters given by the FIRST PART on 15.06.2017 in Stamp Paper No.BM 007735 and that was duly received by the FIRST PART in the High court premises itself on 21.10.2019;
- 3.The FIRST PART agreed that they will not use their address as if they are residing in the SECOND PART's residence.
- 4.The FIRST PART agreed they will not use the SECOND PART address No.86-50/2, Guruvappa street, Chintadripet, Chennai - 600 002 as their residence and FIRST PART also agreed to change their address in the Aadhar Card, Ration Card, Driving license and Election I.D card etc, even without changing the address of their own the SECOND PART is not liable for any eventuality and even without changing the residential proof using the address of the SECOND PART the FIRST PART is liable for all consequences.
- 5.The SECOND PART also agreed that he will not make any future claim against the first Part so far the present money transaction is concerned.
- 6.The FIRST PART also agreed that they will not make any nuisance, problems against the SECOND PART."

4. Recording the joint memo of compromise dated 21.10.2019, the First Information Report in Crime No.100 of 2018 dated

19.04.2018 pending on the file of the first respondent police, is quashed. The Criminal Original Petition stands closed and the joint memo of compromise dated 21.10.2019 shall form part of this order.

(*) Copy of **DEED OF JOINT COMPROMISE (MEMORANDUM OF UNDERSTANDING)** herewith enclosed.

Sd/-

Assistant Registrar

//True Copy//

Sub Assistant Registrar

To

1.The Inspector of Police
F-1, Chintadripet Police Station,
Chintadripet,
Chennai 600 002.

2. The Public Prosecutor,
High Court of Madras.

+2cc to M/s.A.Parthiban, Advocate Sr.No.88896

AKM/13.11.19/4P- 5C /

CrI.O.P.No.28001 of 2019