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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 18.03.2019

CORAM:

THE HONOURABLE MR.JUSTICE P.N.PRAKASH

Cr1.O.P. (MD) No.10511 of 2014

and

M.P. (MD) No.1 of 2014

1.A.R.Sankaranarayanan
2.S.Rajagopal
3.S.Manikanda Narayana Samy
4.S.Andal
5.M.Saravanakumar
6.S.Manjula

... Petitioners / A1 to A6

VS.

1.The State represented by
The Inspector of Police
Villoor Police Station
Tirumangalam Taluk
Madurai District
(Crime No.38 of 2013)

... 1st Respondent / Complainant

2.T.Panner Selvam

... 2nd Respondent /
De facto Complainant

PRAYER: Petition is filed under Section 482 Cr.P.C., to call for the records pertaining to the Charge Sheet in C.C.No.79 of 2014 pending before the District Munsif Cum Judicial Magistrate Court, Perayur, Madurai in Crime No.38 of 2103 dated 07.06.2013 U/ss.406, 420 R/w.34 of IPC on the file of the Respondent No.1 and quash the same as illegal.

For Petitioners : Mr.I.Robert Chandrakumar

For Respondents : Mr.S.Chandrasekar

Additional Public Prosecutor for R1

Mr.Veera Kathiravan, Senior Counsel

for Mr.C.Jeganathan for R2

O R D E R

On the complaint lodged by Panneerselvam, the respondent Police registered a case in Crime No.38 of 2013 and after completing the investigation, have filed charge sheet in C.C.No.79 of 2014 pending before the learned District Munsif-cum-Judicial Magistrate, Peraiyur, for the offences punishable under Sections 406 & 420 r/w 34 I.P.C. against six accused, for quashing which,



this Criminal Original Petition has been filed, on the ground that the parties have arrived at a compromise.

2. It is reported that Andal (A4) died on 08.02.2019.

3. Today Mr. Panneseerselvam is present. He has filed an affidavit, dated 18.03.2019 and also a Memorandum of Compromise, dated 06.03.2019, signed by all the parties. In the Memorandum of Compromise, it is stated as follows:

"4. The parties of the 1st and 2nd part herein state that pursuant to the said settlement the parties herein have withdrawn all the allegations and counter allegations against each other and also the Party of the 2nd Part agreed to pay a total sum of Rs.62,50,000/- (Rupees Sixty Two Lakhs and Fifty Thousand only) to the 1st Party of Parties of the 1st Part herein and the 1st Party of Parties of the 1st Part herein has also agreed to transfer the title and interest of the property in dispute namely, F-3, Aquarius Block, VGN Zodiac Ville, No.62, Devadoss Street, Mogappair East, Chennai-37 in favour of the Party of the 2nd Part herein.

5. The parties of the 1st and 2nd part herein state that due to the said dispute there were consequential and other disputes for which an FIR in crime No.38 of 2013 on the file of the Villur Police Station, Madurai District (CC 79/2014 PERAIYUR JM COURT) and FIR in Crime No.1324 of 2014 on the file of the V-7, Nolambur Police Station, Chennai have been filed by the 2nd Party against the parties of the 1st Part. Moreover, the 1st Party of the 1st Part herein has filed a Suit in O.S.No.392 of 2013 before the Learned District Munsif Court at Ambattur against the party of the 2nd Part herein. Now both the parties of the first part and the party of the second part herein have agreed without any coercion or threat or fear to withdraw all such Criminal and Civil cases filed against each other within 30 days from the date of execution of this Memo of Compromise and in case of necessity both the parties herein agreed to move necessary joint memo and quash petitions before the Hon'ble High Court of Madras.

6. The parties of the 1st and 2nd part herein state that moreover, both parties of the 1st and 2nd Part herein have agreed to move necessary compromise petition and submission before the Hon'ble Supreme Court in SLP (Cr1) No.007417 of 2018 filed by the Parties of the 1st Part herein.

7. The parties of the 1st and 2nd part herein state that by way of this Memorandum of Compromise



they have settled all economic and other disputes among them and they both undertake that they would not initiate any Civil or Criminal disputes against each other for such economic or other disputes.

8. The parties of the 1st and 2nd part herein state that out of the said agreed amount of Rs.62,50,000/- (Rupees sixty two lakhs and fifty thousand only), the 2nd Party herein undertakes to pay Rs.30,00,000/- (Rupees thirty lakhs only) on 06.03.2019 by way of Demand Draft, Rs.22,50,000/- (Rupees twenty two lakhs fifty thousand only) on 30.08.2019 by way of demand draft and the remaining amount of Rs.10,00,000/- (Rupees ten lakhs only) on 30.12.2019 by way of demand draft. The 1st party of the 1st Part herein undertakes to provide receipt or acknowledgement for the payments as and when it is being made by the Party of the 2nd Part herein.

9. The parties of the 1st and 2nd part herein state that soon after the said total payment of Rs.62,50,000/- the 1st Party of the 1st Part herein undertakes to execute a Sale deed of the said flat in favour of the Party of the 2nd Part herein. It is also pertinent to note that the first party of the first part had executed a general power of attorney bearing document No.528/BK4/2007 dt.11.06.2007 in favour of the second party of the first part thereby authorizing the second party of the first part to purchase and sell any property on behalf of the first party of the first part. Since the first party of the first part is currently working and residing at USA, in the event of any unforeseen conditions, if the first party of the first part could not execute the sale deed in person in India as referred to the above terms and conditions, the second party of the first part in the capacity of power of attorney holder, would execute the sale deed in favour of the party of the second part, by providing the life certificate of the first party of the first part. The Party of the 2nd Part herein undertakes to bear the Registration charges and expenses of the said Sale deed."

4. In view of the above, this Criminal Original Petition is allowed and the proceedings in C.C.No.79 of 2014, on the file of the learned District Munsif-cum-Judicial Magistrate, Peraiyur, Madurai District, as against the petitioners herein are hereby quashed. The petitioners 1, 2, 3, 5 & 6 are directed to pay a sum of Rs.1,000/- (Rupees one thousand only) each (Rs.5,000/- totally), to the Curator, Gandhi Museum, Madurai, within a period of four (4) weeks from the date of receipt of copy of this order



and file a copy of the Receipt and Memo to that effect before the Registry. Consequently, connected miscellaneous petition is closed.

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// True Copy //

Sd/-

Assistant Registrar (CS-I)

Sub Assistant Registrar (CS)

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To

1.The District Munsif-cum-Judicial Magistrate,
Peraiyur, Madurai.

2.The Inspector of Police, Villoor Police Station,
Tirumangalam Taluk, Madurai District.

3.The Additional Public Prosecutor,
Madurai Bench of Madras High Court,
Madurai.

COPY TO

The Curator, Gandhi Museum,
Madurai.

+1CC TO MR.VEERA ASSO., Advocate Sr. No.55119

+1CC TO MR.G.PRABHU RAJADURAI, Advocate Sr. No.54929

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and

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DS (06.04.2019) 4P 7C