

HONOURABLE JUSTICE G. SRI DEVI

I.A.Nos.3 to 5 of 2019
In/and
CRIMINAL PETITION No.5979 of 2019

ORDER:

The petitioners, who are Accused Nos.1 to 6 in C.C.No.388 of 2013 on the file of the XIII Addl.Judicial Chief Metropolitan Magistrate Hyderabad, of Cr.No.152 of 2013 registered for the offences punishable under Sections 498-A and 406 IPC and Sections 4 and 6 of the Dowry Prohibition Act(for short, 'the DP Act'), basing on the complaint of the 2nd respondent/defacto-complainant, filed this Criminal Petition under Section 482 CrPC to quash the proceedings in the above Calendar Case.

2. The I.A.No.3 of 2019 filed seeking permission to represent petitioner No.3-C.Annapurna by the petitioner No.1-C.Nageshwar Rao as her General Power of Attorney is allowed.

3. Both the parties along with their respective counsel present and the parties are identified by their respective counsel. When examined they stated that they intend to compromise the matter pending criminal petition and filed petitions vide I.A.Nos.4 and 5 of 2019 seeking to permit them to compromise the matter and compound the offences alleged against the petitioners.

4. Perused the joint memo supported by the affidavit of the 2nd respondent-defacto-complainant where they stated that at the instance of the elders and well-wishers they have settled the disputes amicably by entering into Memorandum of Understanding (MOU),dt.

16.08.2019 without any coercion or fear and the defacto-complainant to withdraw the complaint filed by her against the petitioners before the Courts including present case i.e. C.C.No.388 of 2013 and the MOU duly signed by all the parties is also filed and the same also forms part of the record. According to the MOU, the petitioners paid an amount of Rs.12,00,000/- (Rupees twelve lakhs only) to the 2nd respondent before the High Court in quash proceedings at the time of recording the compromise vide Demand Draft No.002454, dt.07.08.2019 drawn on HDFC Bank-II Branch Hi-Tech city, Hyderabad and in pursuance of the said settlement, both the parties have to withdraw all the litigations as stated in the MOU against each other. As per condition No.3 of the MOU, the 2nd respondent shall have to vacate the house bearing No.2-4-272, Ramgopalpet, Secunderabad belongs to the first party's grandmother on 30.09.2019. But the 2nd respondent-defacto-complainant is in possession of the same till date and now she undertakes to vacate the said premises within a period of two weeks from today i.e. by 02.11.2019 positively and she shall hand over the possession to the 1st party by that date.

5. Thus in view of the compromise between the parties settling the disputes between them amicably as stated supra, they are permitted to compromise the matter and the aforesaid offences in C.C.No.388 of 2013 are compounded and the compromise is recorded.

6. Accordingly, I.A.Nos.3 to 5 of 2019 are allowed and the Criminal Petition is also allowed quashing the proceedings in C.C.No.388 of 2013 on the file of the XIII Addl.Judicial Chief Metropolitan Magistrate

Hyderabad against the petitioners. The petitioners are acquitted and their bail bonds, if any, shall stand cancelled.

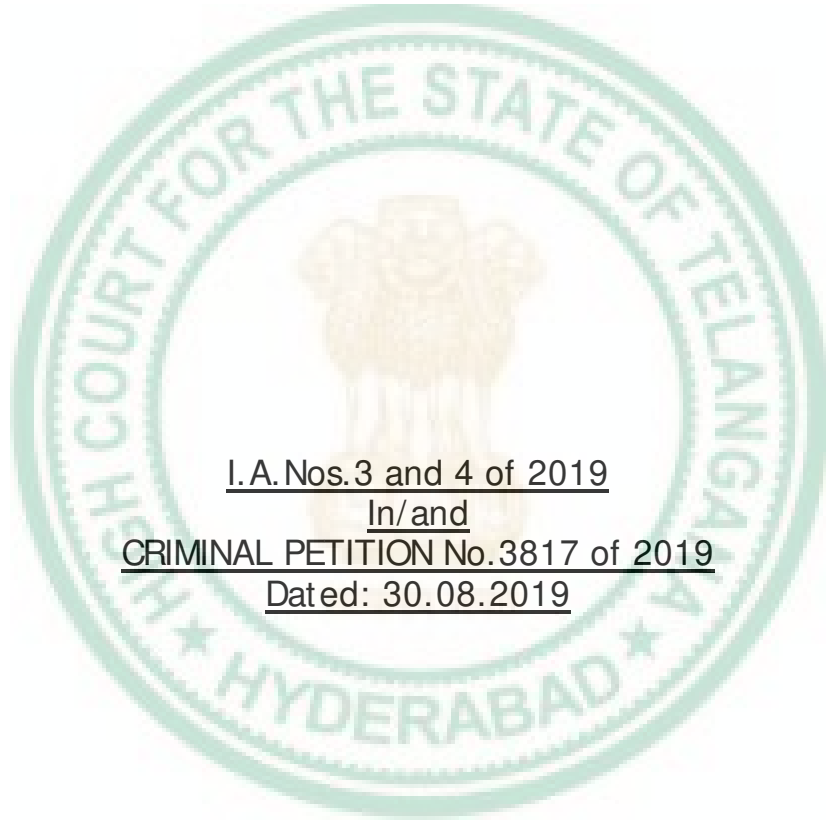
7. Miscellaneous petitions pending, if any, shall stand closed.

JUSTICE G. SRI DEVI

19.10.2019
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HONOURABLE JUSTICE G. SRI DEVI



I.A.Nos.3 and 4 of 2019
In/and
CRIMINAL PETITION No.3817 of 2019
Dated: 30.08.2019

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