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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 15.12.2021

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THE HONOURABLE MR.JUSTICE A.D.JAGADISH CHANDIRA

CRL.R.C.NO.789 OF 2021

AND

CRL.M.P.NO.11767 OF 2021

A.Sekar @ Sekar Marthandan

...Petitioner

Vs.

Mrs.Rathna Devi

...Respondent

PRAYER : The Criminal Revision Petition is filed under Section 397 & 401 of the Code of Criminal Procedure, to set aside the order dated 13.12.2019 passed in M.C.No.21 of 2016 on the file of the VI Additional Principal Judge, Family Court, Chennai.

For Petitioner : Mr.R.Joe Anand

For Respondent : Mr.Tilak Rangaswami

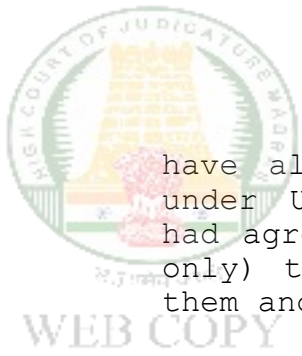
O R D E R

The Criminal Revision has been filed seeking to set aside the order dated 13.12.2019 passed in M.C.No.21 of 2016 on the file of the learned VI Additional Principal Judge, Family Court, Chennai.

2. Brief facts of the case is as under :-

The petitioner is the son and the respondent is the mother. The petition in M.C.No. 21 of 2016 has been filed by the respondent against her son under Section 125 Cr.P.C, seeking to direct her son to pay a sum of Rs.1,00,000/- per month towards her maintenance and medical expenses. The Trial Court, by impugned order dated 13.12.2019, had partly allowed the petition and directed the petitioner herein to pay a sum of Rs.40,000/- per month towards maintenance of the respondent herein from the date of the petition i.e. 08.01.2015 till the date of order passed by the Court below, payable within a period of three months and the monthly maintenance to be paid on or before Fifth of every succeeding English Calendar month. Against the impugned order, the present Revision has been filed.

3. During the pendency of the Revision, the parties i.e., the mother and the son have entered into a compromise and that they



have also executed a Memorandum of Compromise which is filed under U.S.R.No.9620 dated 14.12.2021, whereby, the respondent had agreed to receive a sum of Rs.10,00,000/- (Rupees ten lakhs only) towards full and final settlement of the dispute between them and it is also set out in the Memorandum of Compromise.

4. The parties are also present before this Court today. They are identified by their respective counsel.

5. Learned Counsel appearing for the petitioner would submit that the petitioner and the respondent, who is the mother of the petitioner, had compromised the matter and the mother had agreed to receive a sum of Rs.10,00,000/- towards full and final settlement and she has agreed for setting aside the order passed in M.C.No.21 of 2016 by the learned VI Additional Principal Judge, Family Court, Chennai.

6. Learned Counsel appearing for the respondent/mother would also submit that the respondent had agreed to compromise the matter and agreed to receive a sum of Rs.10,00,000/- towards full and final settlement and she has no objection in the revision being allowed and the order of the lower Court being set aside.

7. This Court enquired the parties and they have also agreed to the same. The relevant portion of the Memo of Compromise is extracting hereunder for ready reference :-

1. The Party of the First part had filed the above criminal revision petition against the Party of the Second Part. Both parties herein declare that they have arrived at a mutual settlement for passing a decree of compromise in the above case as well as the civil suit filed by the Petitioner in O.S.No.5135/2016, on the file of XIII Asst. City Civil Court.

2. The parties herein mutually agreed that the party of the second part had agreed to receive a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) towards full and final settlement of the dispute between them on or before 13.12.2021.

3. As per the orders of this Hon'ble Court dated 22.11.2021, the Party of the First Part has already deposited a sum of Rs.7,00,000/- (Rupees Seven Lakhs only) on the credit of M.C.No.21/201, on the file of VI Additional Family Court, Chennai. The party of the Second part is at liberty to withdraw the entire sum of Rs.7,00,000/- from the Family Court, Chennai for which the Party of the First Part has no objection.



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4. The Party of the Second Part ha agreed to receive a sum of Rs.3,00,000/- (Rupees Three Lakhs only) towards payment by way of demand draft bearing No.42143 dated 11.12.2013 drawn on Tamil Nadu Mercantile Bank, Thiruvannamiyur Branch from Party of the First Part on 13.12.2021.

5. On payment of the entire sum of Rs.10,00,000/- (Rupees Ten Lakhs only) to the party of the Second Part by the Party of the First Part in the manner agreed herein, there will be no claim against each other and the above said amount will be utilized by the Party of Second Part and towards her maintenance, diagnostic expenses, medical treatments, livelihood and any other financial needs and future requirements.

6. There shall be no separate claim, recovery or execution of the decree by the Party of the Second Part against the Party of the First Part. The party of the Second Part shall not make any claim of any nature whatsoever against the Party of the First Part.

7. The Party of the Second Part agrees to withdraw the following cases/complaint filed against the Party of the First Part, on receipt of the entire sum of Rs.10,00,000/- (Rupees Ten Lakhs only).

a. M.C.No.21/2016 and M.P.No.334/2021 before the VI Additional Family Court, Chennai.

b. Application No.A3/1480/2021 filed before the Revenue Divisional Office.

c. O.S.No.5135/2016 before the XIII Asst. City Civil Court, Chennai.

8. The Party of the Second Part hereby undertakes that she will not initiate any further civil or criminal or any other legal proceedings against the Party of the First Part.

9. It is declared that other than the above terms there is no claim against each other.

8. Both the Counsel would submit that the Revision may be allowed based on the terms of the compromise and the order passed by the VI Additional Principal Judge, Family Court, Chennai in M.C.No.21 of 2016, dated 13.12.2019, may be set aside.

9. The respondent has expressed no objection for allowing this Criminal Revision and she has also made an endorsement to this effect in the Memo of Compromise. It is extracted hereunder for ready reference:-

"10. The party of the 2nd part agrees that on the basis of Memo of Compromise she do not have any



objection in allowing CrI.R.C.No.789/2021 by Hon'ble High Court, Madras and in setting aside the order dated 13/12/2019 in M.C.No.21/2016 (on the file of VI Addl. Family Court, Chennai)."

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10. In view of the above, the Criminal Revision is allowed and the order passed in M.C.No.21 of 2016 dated 13.12.2019, on the file of the VI Additional Principal Judge, Family Court, Chennai, is set aside. The Memorandum of Compromise shall form part of the Court records. Consequently, the connected miscellaneous petition is closed.

Encl.: Xerox copy of Memorandum of Compromise

Sd/-
Assistant Registrar

// True Copy //

Sub Assistant Registrar

ssk/ham

To

The VI Additional Principal Judge, Family Court,
Chennai.

+2ccs Mr.R.Joe Anand, Advocate SR.No.67274

CrI.R.C.No.789 of 2021
and
CrI.M.P.No.11767 of 2021

RVM(06/01/2022)