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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 16.12.2021

CORAM :

THE HONOURABLE MR.JUSTICE M.NIRMAL KUMAR

Cr1.O.P.No.21162 of 2021

1.Mohankumar
2.Dhananjayen
3.Smt.Janaki
4.K.Mohan

...Petitioners / Accused

Vs.

1.State Rep. by
The Sub-Inspector of Police,
District Crime Branch,
Cuddalore.

...1st Respondent

2.TVS Credit Company,
No.29, Third Floor,
Jayalakshmi Estates,
Haddows Road,
Nungambakkam,
Chennai - 600 006.

...2nd Respondent / Defacto Complainant

PRAYER : Criminal Original Petition is filed under Section 482 of the Code of Criminal Procedure, to call for the records relating to FIR No.6 of 2021 on the file of the first respondent police and quash the same by allowing this Criminal Original Petition since the matter is settled between the parties.

For Petitioner : Mr.T.Muthukrishnan

For R1 : Mr.E.Raj Thilak
Additional Public Prosecutor

For R2 : Mr.M.Arunachalam

O R D E R

This Criminal Original Petition is filed to call for the records relating to FIR No.6 of 2021 on the file of the first respondent police and quash the same by allowing this Criminal Original Petition since the matter is settled between the parties.



2.The case is still at the stage of investigation. By passage of time, the parties have decided to bury their hatchet and compromise the dispute amicably among themselves.

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3.The gist of the case is that the first petitioner/A1 is the owner of the 12 tyre Taurus Lorry bearing Registration No.TN 91 D 7642 Engine No.JGH 2407101 Chasis No.MBIKACHD2JRGW4243. He has availed vehicle loan for a sum of Rs.13,00,000/- from ICICI Bank Cuddalore. The second to fourth petitioners herein being the accused Nos.2 to 4 approached the defacto complainant for loan facility in respect of the above 2018 model Ashok Leyland (Ecomet 3118 LA) Regn. No.TN 91 7642 Engine No.JGH 2407101 Chasis No.MBIKACHD2JRGW4243 lorry. The defacto complainant herein agreed to offer a loan for a sm of Rs.16,80,000/- vide loan agreement bearing No.PY 3001RV0000005 dated 31.05.2020.

4.The first accused herein informed the defacto complainant to pay Rs.13,00,000/- directly to ICICI Bank. The seller and the buyer gave all the required documents to the TVS Credit Company. The TVS Credit Company sent all the required documents through an Email to the ICICI Bank, Cuddalore. The said Bank also shared the Settlement letter vide Ref. No.S20050500860. Based on that, the TVS Credit Company gave Rs.13,00,000/- vide Demand Draft in favour of ICICI Bank Cuddalore bearing LVCD00037112010. The defacto complainant further informed that the balance Rs.3,80,000/- will be received by them once the original RC and NOC from ICICI Bank is submitted. The said ICICI Bank sent the NOC, ORC (Original Regn. Certificate) in respect of 12 tyre Taurus Lorry bearing Regn. No.TN 91 E 7642 to the first petitioner/A1. On 08.10.2020, the defacto complainant alleged that they were threatened by the petitioners/accused herein.

5.Further it was alleged that the accused herein threatened the officials of TVS Credit Company if they ask about the ORC, NOC they will be finished off. It was alleged that the accused herein joined together and cheated the TVS Credit Company. Further it was alleged that we had stated that the said asset was sold to Mr.Rajaguru of Nathamalai Kattumannarkoil. The allegations against the petitioners/accused is that they had with an intention to cheat the defacto complainant had sold the asset to third party after getting loan for a sum of Rs.13 lacs and failed to submit the documents and as well as failed to pay the EMI dues. The defacto complainant requested the police to investigate and get back Rs.13 lacs given as loan towards the accused herein. The first respondent police registered complaint in FIR No.6 of 2021, for offence under Sections 294 (b), 420 and 506(i) IPC.



6. In the mean time, it has been unanimously decided by the petitioners and the second respondent to put an end to all the litigation between them. To that effect, both the parties have filed a joint compromise memo stating that since the matter has been settled between the parties out of Court. The party of the fifth part is going to quash the Criminal Proceedings initiated against the parties of 1st to 4th part and since the payment also received by the party of the 5th part. The said Joint Compromise Memo is filed by the parties herein to record the settlement arrived between the parties and also to quash the Criminal Proceedings initiated in FIR No.6 of 2021 on the file of the District Crime Branch, Cuddalore, as against the parties of the 1st to 4th part. This Court enquired both the parties and satisfied that the parties have come to an amicable settlement between themselves.

7. The learned Government Advocate (Crl. Side) appearing for the first respondent also confirms the same.

8. Under such circumstances, no useful purpose will be served in keeping the FIR pending, even though, the offences involved are not compoundable in nature. In the light of the guidelines given by the Hon'ble Supreme Court reported in 2017 9 SCC 641- (Parbathbhai Aahir @ Parbathbhai Vs. State of Gujrath), and after exercising due caution as advised by the Hon'ble Supreme Court in The State of Madhya Pradesh v. Dhruv Gurjar and Another reported in (2019) 2 MLJ Crl 10, this Court in exercise of its jurisdiction under Section 482 Cr.P.C. quashes the FIR in Crime No.6 of 2021, pending on the file of the first respondent.

9. In view of the above said fact, this Court is inclined to allow this Criminal Original Petition.

10. Accordingly, this Criminal Original Petition stands allowed and as a sequel, the proceedings in Crime No.6 of 2021, pending on the file of the first respondent, is quashed on the terms of the affidavit and the joint memo of compromise filed by the petitioners and the second respondent, which shall form part and parcel of this order.

Encl. : Xerox copy of Joint Compromise Memo

Sd/-
Assistant Registrar(CCC)

// True Copy //

Sub Assistant Registrar

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To

1.The Sub-Inspector of Police,
District Crime Branch,
Cuddalore.

2.The Public Prosecutor,
High Court, Madras.

+1cc to M/s.M.Arunachalam, Advocate SR.No.67743

+1cc to Mr.T.Muthukrishnan, Advocate SR.No.67684

CrI.O.P.No.21162 of 2021

KJ(CO)
RVM(03/01/2022)