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Rs.25,00,000/- to the second respondent/defacto complainant and settle the issues. However, the matter was adjournment to get appropriate instruction from the petitioners.

2.Today, the learned counsel for the petitioners requested to provided some consideration in the payment stating that since the first petitioner was arrested and remanded under judicial custody for a week, he lost some of his service benefits. The same is putforth to the second respondent. The second respondent agreed to receive a sum of Rs.18,00,000/-, for which the learned counsel for the petitioners agreed and sought time to file a Memorandum of Compromise.

Post the matter under the caption for "reporting settlement" on 01.11.2021 "

3.Accordingly, the matter is listed today. The first petitioner and the second respondent/defacto complainant appeared before this Court and identified by their respective counsel. They filed a Joint Memo of Compromise and agreed to settle the issue in terms of the Joint Memo of Compromise. Mrs.K.Janaki, Sub-Inspector of Police, W-8, All Women Police Station, Thirumangalam, Chennai -101, also appeared representing the first respondent. The terms of joint Memo of Compromise is extracted hereunder:

".....

iv. the first petitioner and the second respondent hereby agree, consent and promise to file petition for Divorce by way of mutual consent before the Family Court at Chennai and both parties hereby mutually agree to co-operate for the same. Besides both parties shall seek dispense with and waving of waiting period for grant of Divorce.

v. That the second respondent filed M.C.No.494 of 2018 on the file of the learned II Additional Judge Family Court, Chennai. The same is pending Sub Judice. The second respondent hereby agree, consent and promise to withdraw the said petition in view of this Memorandum of Compromise.



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vi. That in view of this Memorandum of Compromise both parties hereby agree and accept that they do not have any claims against each other in any manner past present or future and they shall lead their life as per their own discretion in future.

vii That accordingly, the above sum of Rs.18,00,000/- shall be paid in the following manner by the first petitioner to the second respondent as follows:

a. A sum of Rs.8,00,000/- shall be paid by the first petitioner to the second respondent by way of Demand Draft, as on date of signing and filing this Memorandum of Compromise.

b. A sum of Rs.5,00,000/- shall be paid by the first petitioner to the second respondent by way of Demand Draft as on date of presenting petition for Divorce by duly signing them before the Family Court at Chennai.

c. A sum of Rs.5,00,000/- shall be paid by the first petitioner to the second respondent by way of Demand Draft, as on date of letting in evidence, making evidence for the purpose of passing final order in the petition for Divorce by the Family Court at Chennai.

viii. That therefore, the second respondent hereby agrees and consents that this Crl.O.P.No.3145 of 2017 filed by the petitioner's 1 and 2 be allowed.

ix. That copy of this Memo of Compromise along with the order to be passed by this Hon'ble Court shall be filed before the Family Court Chennai both in M.C.No.494 of 2018 before the II Additional Judge Family Court, Chennai and also before the Family Court, Chennai along with other list of documents in the petition seeking Divorce by way of mutual consent."

4.As per the terms of Joint Memo of Compromise, the second respondent agreed to receive a sum of Rs.8,00,000/- (Rupees Eight Lakhs Only), today. A Demand Draft bearing No.592970 drawn on State Bank of India for a sum of Rs.8,00,000/- (Rupees Eight



Lakhs Only) is handedover to the second respondent. The first petitioner undertakes to pay the balance amount as stated in the Joint Memorandum of Compromise.

5.Hence, the Criminal Original Petition is allowed in terms of the above settlement and the proceedings in C.C No.1449 of 2016 on the file of X Metropolitan Magistrate Court, Egmore is quashed. The joint Memo of Compromise dated 01.11.2021, shall form part and parcel of the order. Consequently, connected miscellaneous petition is closed. No costs.

* Herein enclosed the Xerox Copy of the Memo of Compromise

Sd/-

Assistant Registrar (CS-VII)

//True Copy//

Sub Assistant Registrar

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To

- 1.The X Metropolitan Magistrate Court,
Egmore.
- 2.The Inspector of Police,
W-8, All Women Police Station,
Thirumangalam Anna Nagar,
Chennai -600 040.
- 3.The Public Prosecutor,
High Court, Madras.

Cr1.O.P.No.3145 of 2017
and Cr1.M.P.No.2275 of 2017

KSM (CO)
PR (06/12/2021)