



IN THE HIGH COURT OF JUDICATURE AT MADRAS
DATED : 28.02.2022

CORAM:

WEB COPY

THE HONOURABLE MR. JUSTICE G.CHANDRASEKHARAN

Crl.O.P.No.1410 of 2016
and
Crl.M.P.No.660 of 2016

1.Dr.Vilwanathan
2.Pangajam

.. Petitioners

Vs.

Shobana Vilwanthan

.. Respondent

Prayer: Criminal Original Petition filed under Section 482 of Criminal Procedure Code, to call for the records in C.C.No.1487 of 2015 on the file of XV Metropolitan Magistrate, George Town, Chennai and quash the same.

For Petitioners : Mr. R.Vivekananthan
For Respondent : Mr.A.Ilaya Perumal

ORDER

This Criminal Original Petition has been filed to call for the records in C.C.No.1487 of 2015, on the file of the XV Metropolitan Magistrate, George Town, Chennai and quash the same.

2. Heard the learned counsel for the petitioners and the learned counsel for the respondent.

3. It appears that during the pendency of this case, the parties had entered into a memo of compromise dated 25.06.2019, signed by the first petitioner and the respondent and the same was produced before this Court. The terms of the memo of compromise is as follows:

a. The first petitioner agreed to pay a sum of Rs.2,00,000/- towards full and final settlement in respect of arrears of maintenance from the year 2010 to till the month of May 2019. The abovesaid amount of Rs.2,00,000/- was paid through a cheque No.841788, dated 27.06.2019, drawn on Indian Overseas Bank, Tower Branch, Anna Nagar, Chennai. The respondent agreed that she will not claim any arrears of maintenance from the year 2010 to till the month of May 2019.

b. The first petitioner agreed to pay a sum of Rs.20,000/- to the respondent towards her monthly maintenance from the month of June 2019 and till her lifetime. This amount to be paid on or before 10th of every succeeding month directly to her bank account. The said amount shall be transferred from the first petitioner's bank account through ECS to the respondent's bank account. It was also agreed that if the first petitioner



cancels the ECS facility and the maintenance amount is not credited to the respondent's account, she is entitled to get the monthly maintenance directly from the pension department. The first petitioner has no objection to this mode of payment.

c. The first petitioner agreed to withdraw all the cases filed against the respondent and her children in O.S.No.59 of 2012 and MC.No. 440 of 2013, pending on the file of the V Additional Family Court, Chennai.

d. The respondent agreed to withdraw all the cases filed as against the petitioners in 1) M.C.No.449 of 2012 and O.P.No.3638 of 2011, on the file of the V Additional Family Court, Chennai 2) D.V.C.No.337 of 2017 (C.C.No.7224 of 2013), pending on the file of the Additional Mahila Court, Egmore and C.C.No.1487 of 2015, pending on the file of XV M.M.George Town, Chennai. He also agreed to quash the proceedings in C.C.No.1487 of 2015 by this present criminal original petition.

e. The first petitioner agreed that he will not disturb the peaceful possession and enjoyment of the property of the ground floor portion of the schedule property being premises in the sanctioned plan of Kodungaiyur Phase - II, (MUDP-I), Block No.2, Plot No.509, F Type, bearing Old No.2/509, New No.3/509 at Kodungaiyur Phase-II, Muthamil Nagar in S.No.100/3B1 Part of Kodungaiyur Village, measuring 2400 sq.ft, within the S.R.O.Sembium wherein the respondent is residing. It is also agreed by the first petitioner that the respondent can enjoy the ground floor portion of the above property by residing in the above said property till her lifetime.

f. The respondent has already let out the first floor of the premises to one Mr.Shanmugam by obtaining a lease amount of Rs.6,00,000/-. The lease term expires in August 2019, on expiry of the lease period, the first petitioner undertakes to pay the lease amount of Rs.6,00,000/- to the lessee Mr.Shanmugam and the vacant possession of the first floor portion shall be handed over to the first petitioner. The respondent shall ensure handing over of the vacant possession of the first floor premises to the first petitioner.

g. The petitioners have agreed that they will not file any case as against the respondent or her children in future. Similarly, the respondent shall not file any cases as against the petitioners or their children in future.

h. The first petitioner agrees that he will not claim maintenance or alimony against the respondent or from her children in future.

i. The first petitioner agrees and assures that he will not disturb the respondent's possession of the ground floor portion till her lifetime and any alienation of the property in favour of his children by the first petitioner will be subject to the life interest of the respondent over the ground floor portion and secured maintenance of Rs.20,000/- per month till her lifetime.

3. When the matter was listed for hearing on 23.02.2022, the learned counsel for the respondent submitted that all the



other terms of compromise have been acted upon. However, he submitted that the first petitioner is not paying the maintenance amount of Rs.20,000/- every month from the month of December 2020. The learned counsel for the petitioners sought adjournment for getting instructions from the first petitioner. Accordingly, this matter is posted today.

4. When the matter is taken up today, the learned counsel for the petitioners submitted that the first petitioner is ready to pay the maintenance amount of Rs.20,000/- from now onwards and he requests for exemption of payment of maintenance from December 2020 till February 2022. This was not accepted by the learned counsel for the respondent.

5. Having accepted the terms of compromise and most of the terms of compromise have been acted upon, now it is not open to the first petitioner to say that he is not able to pay the maintenance amount of Rs.20,000/- per month. Therefore, the exemption sought by him for exempting him from paying the maintenance from December 2020 till February 2022 cannot be accepted. He is directed to pay the maintenance as agreed between the parties as per the compromise memo, dated 25.06.2019. The first petitioner is granted four weeks time from today to pay the arrears and the compromise memo dated 25.06.2019 shall form part of this order.

6. Accordingly, the proceedings in C.C.No.1487 of 2015, on the file of the XV Metropolitan Magistrate, George Town, Chennai is quashed and the Criminal Original Petition is disposed of. Consequently, connected miscellaneous petition is closed.

Sd/-
Assistant Registrar(CS VIII)

//True Copy//

Sub Assistant Registrar

sli/dhk
To

1.The XV Metropolitan Magistrate, George Town,
Chennai.

2.The Public Prosecutor,
High Court, Madras.

+1 cc to Mr.A.Ilaya Perumal, Advocate Sr.NO. 12947

Crl.O.P.No.1410 of 2016

MT(CO)
A.SK(24/03/2022)