



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :11.04.2022

CORAM :

THE HONOURABLE MR. JUSTICE A.D.JAGADISH CHANDIRA

Crl.O.P.Nos.3454 & 6125 of 2021
and

Crl.M.P.Nos.2002, 4034 & 13226 of 2021

1.C.Azeena @ Hasina
2.A.Arafat Mohammed ... Petitioners in Crl.O.P.No.3454 of 2021
A.Abu Thahir ... Petitioner in Crl.O.P.No.6125 of 2021

Vs.

1. The Inspector of Police,
Central Crime Branch,
EDF-II, Team-III,
Office of the Commissioner of Police,
Veppery, Chennai - 600 007.

2.Shahina Inayath ... Respondents in both Crl.O.Ps.

COMMON PRAYER: Criminal Original Petitions are filed under Section 482 Cr.P.C., to call for the records pertaining to the final report/charge sheet in C.C.No.4136 of 2020 pending on the file of the Metropolitan Magistrate CCB/CBCID Court, Egmore, and quash the same as unjust, unlawful and unsustainable.

In both Crl.O.Ps.

For Petitioner : Mr.J.Prakasam

For R1 : Mr.A.Gokulakrishnan
Additional Public Prosecutor

For R2 : Mr.P.R.Balasubramanian



C O M M O N O R D E R

These Criminal Original Petitions have been filed to call for the records pertaining to the final report/charge sheet in C.C.No.4136 of 2020 pending on the file of the Metropolitan Magistrate CCB/CBCID Court, Egmore, and quash the same.

2.The learned Counsel for the petitioners would submit that a case of commercial dispute between the parties has been projected as a case of cheating. He would submit that allegation in the complaint is that the accused after receiving an advance with regard to the sale of property, has later refused to hand over the same to the de facto complainant. Now, the matter has been compromised between the parties and thereby, the first accused has executed the sale deed in favour of the de facto complainant and the matter has been settled. He would further submit that the 2nd petitioner in CrI.O.P.No.3454 of 2021 and petitioner in CrI.O.P.No.6125 of 2021 are the son of the 1st petitioner in CrI.O.P.No.3454 of 2021 and they have stood as witnesses in the sale agreement.

3.The learned Additional Public Prosecutor would submit that based on the complaint given by the 2nd respondent/de-facto complainant, a case in Crime No.378 of 2018 has been registered for the offence under Section 420 of IPC.

4.At this juncture, the learned counsel for the petitioners would submit that the 1st petitioner had deposited a sum of Rs.10,00,000/- to the credit of Crime No.378 of 2018, at the time of granting Anticipatory Bail to the petitioners vide order dated 20.12.2019 in CrI.O.P.33829 of 2019. In view of the above settlement between the parties, the 1st petitioner may be permitted to withdraw the amount which has been deposited before the concerned learned trial Judge.

5.The learned Counsel appearing for the 2nd respondent/de-facto complainant would submit that the matter has been settled between the parties and the first accused has also executed the sale deed in favour of the 2nd respondent/de-facto complainant. He would further submit that the 2nd respondent/de-facto complainant has no objection in the amount being disbursed to the petitioner.

6.A Joint Memorandum of Compromise has been filed before this Court, which have been signed by the 1st petitioner and the second respondent and also by their respective counsel. The 1st petitioner and the second respondent were also present in person before this Court and they were identified by the respondent Police. This Court also enquired both the parties and was satisfied that the parties have come to an amicable settlement



between themselves. A Joint Memorandum of Compromise dated 11.04.2022 relevant paragraphs are extracted here under:

2. That the sale agreement between the 1st petitioner and the 2nd respondent could not be concluded owing to the pendency of partition suit in O.S. 6197 of 2013, on the file of VI Additional City Civil Court at Chennai. The pendency of the partition suit had strained the relationship between the petitioner and the 2nd respondent and resulted in Criminal Prosecution at the instance of 2nd respondent against the 1st petitioner and her sons, the witnesses to the Sale Agreement, vide Crime No.378 of 2018 on the file of the Central Crime Branch, Commissioner of Police, Veppery, Chennai. Wherein, this Hon'ble Court granted Anticipatory Bail to the petitioners vide orders in Crl.O.P.No.33829 of 2019 and accordingly, 1st petitioner had deposited a sum of Rs.10,00,000/- to the credit of the Crime No.378 of 2018.

3. The petitioners had filed these Crl.O.P.Nos.3454 of 2021 & 6125 of 2021 seeking to quash the charge sheet in C.C.No.4136 of 2020 in Crime No.378 of 2018. Subsequent thereon, the suit in O.S.No.6197 of 2013 was disposed by VI Additional City Civil Court at Chennai on 17.09.2021 holding that the 1st petitioner is the absolute owner of the property which is the subject matter of the sale agreement dated 05.03.2015 between the 1st petitioner and 2nd respondent.

4. That pending these proceedings, the 1st petitioner, 2nd respondent and person named Mrs.Habeeba, the earlier agreement holder had settled the dispute amicably pursuant to the Joint Compromise dated 24.01.2022 which was recorded by this Hon'ble Court in Crl.O.P.No.20075 of 2017 and quashed FIR in Crime No.414 of 2011 by order dated 24.01.2022, wherein the compromise was made part of the order.

5. Subsequent to the compromise arrived between the parties, the 1st petitioner has also executed a registered sale deed in favour of the 2nd respondent and her son vide Sale Deed dated 03.02.2022 in Doc.No.50 of 2022 on the file of SRO Chennai North Joint -I.

6. It is respectfully submitted that since the 2nd respondent/defacto complainant had purchased the property from the 1st petitioner on the basis of Sale Agreement, nothing survives for adjudication in the C.C.No.4136 of 2021 which arises out of contractual obligation under Sale Agreement. In view of the settlement arrived herein above, continuation of the proceedings in C.C.No.4136 of 2021 will be futile exercise and will not serve any purpose and as such the



proceedings in C.C.No.4136 of 2021 may be quashed.

7.It is respectfully stated that since the 1st petitioner and the 2nd respondent had arrived at the compromise, the 1st petitioner may be permitted to withdraw the sum of Rs.10,00,000/- being the sum deposited by the 1st petitioner in Crime No.378 of 2018, vide deposit Receipt No.9664 dated 24.01.2020, pursuant to the orders of this Court in Crl.O.P.No.33829 of 2019 dated 20.12.2019."

7.Under such circumstances, no useful purpose will be served in keeping the First Information Report 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 Gujraath), this Court in exercise of its jurisdiction under Section 482 Cr.P.C. quashes the proceedings in C.C.No.4136 of 2020.

8.Accordingly, these Criminal Original Petitions are allowed and as a sequel, the proceedings in C.C.No.4136 of 2020, on the file of the Metropolitan Magistrate CCB/CBCID Court, Egmore, is quashed and the terms of joint memorandum of compromise dated 11.04.2022, shall form part and parcel of this order. The 1st petitioner in Crl.O.P.No.3454 of 2021 is directed to file an application for return of cash of Rs.10,00,000/- credited to the Crime No.378 of 2018 and the learned Trial Judge return the same within a period of two weeks from the date of receipt of filing of the petition.

*Xerox Copy of the Joint Memorandum of Compromise enclosed

Sd/-
Deputy Registrar (CS)

//True copy//

Sub Assistant Registrar

vkcr/nti

To

1. The Metropolitan Magistrate,
CCB/CBCID Court, Egmore.
2. The Inspector of Police,
Central Crime Branch,
EDF-II, Team-III,
Office of the Commissioner of Police,
Veppery, Chennai - 600 007.



3. The Public Prosecutor,
High Court of Madras.

+4ccs to Mr.S.Gnanam, Advocate SR.No.24974, 24975

Cr1.O.P.Nos.3454 & 6125 of 2021
and
Cr1.M.P.Nos.2002, 4034 & 13226 of 2021

MT (CO)
GMY (05/05/2022)