



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 28.03.2022

CORAM

THE HONOURABLE MR.JUSTICE A.D.JAGADISH CHANDIRA

Crl.O.P.No.6035 of 2022

1. S.Dhanasekharen,
S/o.K.Sambandha Chettiayar

2. Sasirekha,
W/o.S.Dhanasekharen

... Petitioners / Accused

Vs

K.B.Kumar,
S/o.S.Bashyam

... Respondent / Complainant

Prayer: Criminal Original Petition is filed under Section 482 of the Criminal Procedure Code, praying to call for the records and quash the proceedings in C.C.No.205 of 2019 on the file of the Judicial Magistrate Court, Sriperumbudur for the offence under Section 420 of IPC based on the Memo of Compromise/Memo of Understanding dated 09.12.2021.

For Petitioners : Mr.G.R.Hari

For Respondent : Mr.R.Ashwin

ORDER

The Criminal Original Petition has been filed, to quash the proceedings in C.C.No.205 of 2019 pending on the file of the Judicial Magistrate Court, Sriperumbudur for the offence punishable under Section 420 read with Section 34 of IPC.

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

3. A Memorandum of Understanding has been filed before this Court, which have been signed by the petitioners and the second



respondent/defacto complainant. The petitioners and the second respondent are also present in person before this Court and they were identified by the Inspector of Police, T-13 Kunrathur Police Station, Chennai - 69. This Court also enquired both the parties and satisfied that the parties have come to an amicable settlement between themselves. A Memorandum of Understanding filed by the petitioners and the respondent is extracted hereunder:-

'Whereas the party of the First Part and the Party of the Second Part has been dealing in real estate business. From the year 2008 onwards the party of the First Part and his agent agreed to arrange lands for the sale to the 2nd party's real estate business and received amounts in advance. Apart from that whenever the 2nd party required funds to run his business, by creating registered Mortgage Deeds in respect of the 2nd parties properties, by obtaining power of attorney and also on the footing of payment receipts the 1st party has issued loans to the 2nd party.

Whereas during this transaction in some documents the name of the Village has been typed incorrectly and hence it was made the 2nd party to cancel the power of attorney, which created misunderstanding among the parties and ended in filing criminal complaint and the same is pending.

Whereas now at the intervention of the elders and well wishers the misunderstanding erupted among the parties has been solved amicably and the First Party has agreed to withdraw all the cases including the criminal case pending in C.C.No.205 of 2019 on the file of Hon'ble Judicial Magistrate Court at Sriperumbudur.

Whereas after verifying the accounts it was amicably agreed and accepted by the 1st party to withdraw the criminal case pending in C.C.No.205 of 2019 on the file of Hon'ble Judicial Magistrate Court at Sriperumbudur forthwith.

Whereas it is also mutually agreed and accepted that in future neither the Party of the First Part or the Party of the Second Part have any manner of claim against each other.

Whereas the Mortgages created by the 1st person of the Party of the First Part as agent of



WEB COPY

his father Shri.K.Sambandam Chettiar had also cancelled as the principal and interest had already been settled to the party of the First Part and the subject matter of the said mortgage property had already been sold with the consent and knowledge of the 1st party and hence there is no manner of claim as against each parties.

Whereas the Party of the 1st Part had handed over or agreed to handover all the documents retained by him during the above transactions.

Both parties undertakes to withdraw any manner of cases, complaints, claims pending against each other forthwith. In default the parties are at liberty to produce this Memorandum to the concerned Court/Authorities and to have the cases/complaints/claims dismissed.

In witness whereof the Party of the First Part and the Party of the Second Part has signed this deed of Memorandum of Understanding on the day month year above written."

4. Under such circumstances, no useful purpose will be served in keeping the proceedings in C.C.No.205 of 2019 pending, even though, the offence involved is 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 Guj Rath), this Court in exercise of its jurisdiction under Section 482 Cr.P.C. quash the proceedings in C.C.No.205 of 2019.

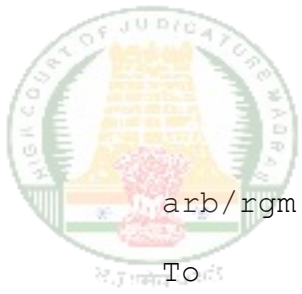
5. Accordingly, this Criminal Original Petition stands allowed and as a sequel, the proceedings in C.C.No.205 of 2019 on the file of the Judicial Magistrate Court, Sriperumbudur is quashed and the Memorandum of Understanding shall form part and parcel of this order.

(*)Herein enclosed the xerox copy of the Memo of understanding

Sd/-
Assistant Registrar(CS II)

//True Copy//

Sub Assistant Registrar



arb/rgm

To

WEB COPY

1. The Judicial Magistrate,
Sriperumbudur.
2. -do through- The Chief Judicial Magistrate,
Egmore, Chennai.
3. The Inspector of Police,
T-13 Kunrathur Police Station,
Chennai - 69.
4. The Public Prosecutor,
High Court, Madras.

+2ccs to Mr.G.R.Hari, Advocate, S.R.No.20790

Cr1.O.P.No.6035 of 2022

RK[co]
NSK 19/04/2022