



Crl.M.P.No.10840 of 2022 in
Crl.O.P.No.14324 of 2022

G.K.ILANTHIRAIYAN, J.

This petition has been filed to clarify the earlier order of this Hon'ble Court dated 29.06.2022 made in Crl.O.P.No.14324 of 2022.

2. Heard both sides.

3. As directed by this Court by an order dated 10.08.2022, the petitioner produced Demand Draft for a sum of Rs.50,00,000/- by way of 2 Demand Drafts dated 10.08.2022 bearing No.000238 and 000239.

4. The learned counsel for the respondent/Complainant would submit that as per the conditions of the Memorandum of Understanding, dated 27.07.2021, the said conditions have been complied and as such the defacto complainant is entitled for interest. Therefore, again this Court directed the petitioners to pay reasonable interest at Rs.2,50,000/-.

5. Today, the learned counsel for the petitioners has come with Demand Draft of Rs.2,50,000/- as interest, in bearing No.411329 dated 18.08.2022 and produced before this Court.

6. However, the learned counsel for the petitioners would submit that the defacto complainant is a money lender and he used to charge exorbitant interest. Therefore, even after receipt of the Demand Draft, the defacto complainant will not comply with the conditions as per the Memorandum of Understanding, dated 27.07.2021.



7. This Court recorded the conditions and directed the petitioners to come with Demand Draft for the balance amount of Rs.50,00,000/- by an order dated 10.08.2022. Considering the facts and circumstances, the Demand Draft for a sum of Rs.50,00,000/- as balance amount as per the Memorandum of Understanding, dated 27.07.2021 and for the interest of Rs.2,50,000/- for the belated payment as per the Memorandum of Understanding, dated 27.07.2021 have been handed over to the defacto complainant today.

8. As per the Memorandum of Understanding, dated 27.07.2021, the defacto complainant and the respondent shall comply with the conditions as follows,

(i) the defacto complainant shall cancel the mortgage deed registered vide Document Nos.1015 and 1016 of 2016, dated 18.04.2016 in respect of the property comprised in Survey No.3/4B, Naduvanapalli Village to an extent of 20 cents and 24.5 cents respectively, forthwith. Failing which, the mortgage deeds vide Document Nos.1015 and 1016 of 2016, dated 18.04.2016 become null and void automatically.

(ii) the defacto complainant shall withdraw the complaint lodged for the offences punishable under Section 138 of Negotiable Instruments Act in C.C.No.8799 of 2019 on the file of the learned FTC-I (Metropolitan Magistrate), Allikullam, Egmore, Chennai, forthwith.

(iii) the defacto complainant shall withdraw the complaint in C.C.No.6793 of 2016 on the file of the XIX Metropolitan Magistrate, Egmore, Chennai, forthwith.

(iv) the respondent is directed to close the FIR registered in Crime No.446 of 2018, forthwith.



(v) the defacto complainant shall withdraw the case in C.C.No.3358 of 2020 on the file of the FTC-I (Metropolitan Magistrate), Allikullam, Egmore, Chennai, forthwith.

9. It is made clear that as per the Memorandum of Understanding, dated 27.07.2021, there shall be no further claim as against the petitioners.

10. This Criminal Miscellaneous Petition is ordered accordingly.

24.08.2022

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24.08.2022