



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 22.02.2022

CORAM:

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

Crl.O.P.(MD) No.3584 of 2022

1.Thayubkhan

2.Abdullah Rahoof Khan

...Petitioners / Accused Nos.1 and 2

Vs.

1.The State of Tamil Nadu

represented by the Inspector of Police,

S.S.Colony Police Station,

Madurai District.

(FIR in Crime No.1250 of 2021 ...Respondent/Complainant

2.S.S.Vigneswaran

...Respondent/Defacto Complainant

PRAYER: Criminal Original Petition filed under Section 482 Cr.P.C. praying to call for the records relating to quash the FIR in Crime No.1250 of 2021 on the file of the first respondent and quash the same as filed under Section 406, 420 and 506 (1) IPC dated 10.12.2021.

For Petitioners : Mr.P.M.Vishnuvarthan

For R-1 : Mr.R.M.Anbunithi

Additional Public Prosecutor

For R-2 : Mr.Mahendrapathy

ORDER

The Criminal Original Petition has been filed to quash the proceedings in Crime No.1250 of 2021, on the file of the first respondent police.

2.Today, when the matter was taken up for hearing, the learned counsel appearing for the petitioners would submit that the matter has been settled between the parties amicably before the Mediation and Conciliation Centre attached to this Bench.

3.While pending this petition, the matter has been amicably settled between the parties and accordingly, the petitioners and the second respondent entered into compromise and they have filed the Joint Compromise Memo. The said Joint Compromise Memo is extracted hereunder:

1.This Joint Compromise is entered between the second respondent /defacto complainant viz., S.S.Vigneswaran and named accused persons viz., Thayubkhan (A1), Abdul Rahoofkhan (A2) and Abdul Azizkhan (A3) in the FIR in Crime No.1250 of 2021 dated



10.12.2021 on the file of Inspector of Police, S.S.Colony Police Station viz., first respondent.

2.Thayubkhan (A1) agreed to pay a sum of Rs.36,00,000/- (Rupees Thirty Six Lakhs only) by way of four demand drafts No.405221, 405222, 018708 and 018709 all dated 05.02.2022 to the second respondent / defacto complainant viz., S.S.Vigneswaran in the name of M/s.Mother India Land Promoters, payable at Madurai.

3.The second respondent / de facto complainant viz., S.S.Vigneswaran agreed to receive a sum of aforementioned total amount Rs.36,00,000/- (Rupees Thirty Six Lakhs only) from Thayubkhan (A1) and agreed to withdraw the FIR in Crime No.1250 of 2021 dated 10.12.2021 registered on the file of the S.S.Colony Police Station i.e., first respondent under Section 406, 420 and 506 (1) or by filing this compromise quash petition before Madurai High Court with this Joint Compromise Memo.

4.The second respondent / de facto complainant viz., S.S.Vigneswaran also agrees to withdraw the suit in O.S.No.673 of 2021 on the file of the District Munsif Court, Madurai Town filed against Thayubkhan (A1) and Abdul Rahoofkhan (A2) and Abdul Azizkhan (A3) in view of this Joint Compromise entered between the parties by filing this Joint Compromise Memo before the concerned Civil Court.

5.The second respondent / defacto complainant viz., S.S.Vigneswaran will not make any claim in future as against Thayubkhan (A1), Abdul Rahoofkhan (A2). Abdul Azizkhan (A3), being the Manager of M/s.Mother India Land Promoters, 12G, K.M.A. Complex, By-pass Road, Ram Nagar, Madurai-625 010 in respect of Sy.No267 in Thallakulam Village and also execute No Objection Certificate (NOC) before any Authorities in future on the demand of Abdul Rahoofkhan (A2) and Abdul Azizkhan (A3), the original Landlords.

6.Further, the second respondent / defacto complainant viz., S.S.Vigneswaran in the capacity as a Manager of M/s.Mother India Land Promoters, Madurai, agrees to return the below mentioned documents.

(i)unregistered original sale agreement dated 12.03.2021 entered into between A.Thayubkhan and S.S.Vigneswaran in respect of the land in S.No.267



of Tallakulam measuring 2 acres 24 cents.

(ii)unregistered original consent agreement dated 17.08.2020 entered into between T.Shanmuganathan and A.Thayubkhan in respect of the land in S.No.267 of Tallakulam measuring 2 acres 24 cents.

WEB COPY

7.The Joint Compromise entered only in respect of S.No.267 in Tallakulam Village measuring an extent of 2.24 acres and the other claims of Thayubkhan (A1) as against M/s.Mother India Land Promoters, represented by T.Shanmuganathan, having their office at 12G, K.M.A. Complex, By-pass Road, Ram Nagar, Madurai-625 010, in respect of S.No.258/1 and 258/3 in Tallakulam Village measuring an extent of 3.42 acres between their previous transactions are left open. Both Thayubkhan (A1) and T.Shanmuganathan are entitled to agitate their respective claim against each other in respect of the claim against each other regarding the land in S.No.258/1 and 258/3 in a manner known to law before appropriate forum.

8.All other charges / claim made by the second respondent /defacto complainant in respect of S.No.267 in Tallakulam Village before Registrar Office, PWD Office, District Collector Office, DTCP authorities also stand became void with effect from the execution of this Joint Compromise Memo.

5.In view of the settlement between the petitioners and the second respondent and in terms of the Joint Compromise Memo, this Criminal Original Petition stands allowed and as a sequel, the proceedings in Crime No.1250 of 2021, on the file of the first respondent police, is quashed and the terms of Joint Compromise Memo shall form part and parcel of this order.

Sd/-

Assistant Registrar (CS-III)

// True Copy //

/ /2022

Sub Assistant Registrar(CS)

tsg

To

1. The Inspector of Police,
S.S.Colony Police Station,
Madurai District.

<https://hcservices.courts.gov.in/hcservices>



2. The Additional Public Prosecutor
Madurai Bench of Madras High Court
Madurai.

+1 CC to M/s.P.M.VISHNUVARTHANAN, Advocate (SR-7904[F] dated
22/02/2022)

CrI.O.P.(MD) No.3584 of 2022
22.02.2022

SJ(CO)
KB(04.03.2022) 4P 4C