



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 21.09.2023

Coram:

The Hon'ble Mr.Justice V.SIVAGNANAM

**CrI.O.P.No.937 of 2015
and M.P.Nos.1 & 3 of 2015**

B.Ali Akbar

...Petitioner

Versus

Ameena Ali Akbar

...Respondent

This Criminal Original Petition is filed under Section 482 of Cr.P.C praying to call for the records pertaining to M.C.No.121 of 2014 on the file of XVIII Metropolitan Magistrate Court, Saidapet, Chennai and quash the same.

For Petitioner	:	Mr.M.Aravind Subramaniam
For Respondent	:	Party-in-Person

ORDER

This criminal original petition has been filed by the petitioner seeking to quash the case in M.C.No.121 of 2014 on the file of XVIII Metropolitan Magistrate Court, Saidapet, Chennai.



2. Today, when the matter was taken up for hearing, the petitioner and his learned counsel are present before this Court. The respondent is present through video conference.

3. Both the parties have submitted in unison that the dispute between them has been amicably settled and they have also filed a Memo of Compromise dated 03.06.2023 entered into between them in O.S.No.143 of 2014 to that effect, before learned II Additional Family Judge, Chennai. They further submitted that in view of the said Memo of Compromise, the learned Additional Principal Judge, II Additional Family Court, Chennai vide judgment dated 26.06.2023, dismissed the O.S.No.143 of 2014. The petitioner has produced a photocopy of said Memo of Compromise as well as the judgment passed in O.S.No.143 of 2014, before this Court.

4. The Memo of Compromise dated 03.06.2023 reads as follows:

“MEMO OF COMPROMISE FILED BY THE PARTIES

It is prayed that this Hon'ble Court may be pleased to pass the judgment and decree in O.S.No.143 of 2014 with the Memo of Compromise forming part of the decree:



1. *The Plaintiff gives up all the reliefs prayed for in this suit.*
2. *The Plaintiff gives up the claim for maintenance, alimony, compensation or any other right or relief against the Defendant.*
3. *The Defendant permits the Plaintiff to be in undisturbed physical possession and occupation of the suit schedule property, along with her family members, without paying any security deposit, rent, damages or compensation to the Defendant for a period of two years and three months, from the date of decree passed in this suit.*
4. *The Plaintiff undertakes to vacate and deliver vacant possession of the suit schedule property, in the as and where is condition, on or before the lapse of the period agreed in Clause 3 above.*
5. *The Defendant withdraws RCOP No.1536 of 2017 on the file of XII Small Causes Court, Chennai, RCOP No.345 of 2015 on the file of VII Small Causes Court, Chennai, RCOP No.1346 of 2014 on the file of XVI Small Causes Court, Chennai and Crl.O.P.No.937 of 2015 before Hon'ble High Court Madras.*
6. *The Plaintiff withdraws MC No.121 of 2014 on the file of the XVIII Metropolitan Magistrate, Saidapet.*
7. *All claims and all disputes between the parties have been compromised on above terms. There are no claims whatsoever against each other."*

5. The respondent submitted that she has no objection to the case in M.C.No.121 of 2014 on the file of XVIII Metropolitan Magistrate Court, Saidapet, Chennai being quashed.



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6. Considering the fact that the dispute between the parties has been amicably settled by way of Memo of Compromise dated 03.06.2023 entered into between them and the respondent has no objection to the case in M.C.No.121 of 2014 being quashed, this criminal original petition is allowed and the case in M.C.No.121 of 2014 on the file of XVIII Metropolitan Magistrate Court, Saidapet, Chennai is hereby quashed. Consequently, connected miscellaneous petitions are closed.

21.09.2023

mrr

Index: Yes/No

Speaking Order (or) Non-Speaking Order

To

1.The XVIII Metropolitan Court,
Saidapet, Chennai.

2.The Public Prosecutor,
High Court, Madras.



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V.SIVAGNANAM, J.

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Crl.O.P.No.937 of 2015

21.09.2023