



Crl.O.P.No.3394 of 2023

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A.D.JAGADISH CHANDIRA, J.

This petition has been filed seeking anticipatory bail in Cr.No.22 of 2023 for the alleged offences under Sections 406 and 420 of IPC on the file of the respondent police.

2. The case of the prosecution is that the petitioners and the defacto complainant carried on partnership business under the name and style of M/s.Twin To at Alandur and that during the course of the said business, the accused are said to have cheated the defacto complainant to the tune of Rs.35,00,000/-. Hence, the case.

3. When the matter was listed for hearing on 28.02.2023, the learned counsel for the petitioners and the learned counsel for the Intervenor had submitted that the matter had arisen out of business transaction and requested the court to refer the matter to the Mediation Centre for an amicable settlement of disputes. Pursuant to the same, the parties have arrived at a settlement before the Mediation Centre. It is now reported that the matter has been settled between the parties and the parties have also entered into a settlement agreement.



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4. The learned counsel for the petitioners would submit that the matter has been settled between the parties and pursuant to the settlement agreement, the petitioners have paid an amount of Rs.45,00,000/- towards full and final settlement and the respondent has also agreed to withdraw the complaint.

5. The learned counsel for the petitioners/accused would further submit that the settlement agreement was made between the parties on 28.03.2023 which is extracted here under:

Settlement Agreement:

*This Settlement Agreement is entered into on this the
28th day of March 2023.*

BETWEEN

*1) M.Muthu Kannan Sundaram, S/o.M.Muthappan, 2)
S.Valli Vidhya, W/o. M.Muthu Kannan Sundaram and 3)
K.Alagu Narayanan S/o.A.Kannappan all are residing at No.6/8,
Thiruvalluvar Nagar 1st Street, Alandur, Chennai-600 016
hereinafter called the PARTIES OF THE FIRST PART.*

And



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J.Hari Sudhan, S/o.M.S.Jayaraman, residing at Shop.No.2, HIG Base 1, 3rd Main Road, Nolambur, Chennai-600 037 hereinafter called the PARTY OF THE SECOND PART.

WHEREAS

1. The 1st party of the FIRST PART M.Muthu Kannan Sundaram and party of the SECOND part J.Hari Sudhan were running a partnership firm in the name and style of M/s.TWINTO. Disputes and difference had arisen between the parties hereto, based on the complaint lodged by the party of the SECOND PART J.Hari Sudhan a FIR has been registered by the Inspector of Police, CCB -I, Chennai in Crime.No.22 of 2023. The parties of the FIRST PART 1) M.Muthu Kannan Sundaram, S/o.M.Muthappan, 2) S.Valli Vidhya, W/o. M.Muthu Kannan Sundaram and 3) K.Alagu Narayanan have filed CrI.OP.No.3394 of 2023 seeking anticipatory bail in Crime No.22 of 2023 on the file of CCB-1, Vepery, Chennai.

2. The matter was referred to Mediation Vide an order dated 28.02.2023 passed by her Lordship Hon'ble Mrs.Justice T.V.Thamilselvi.



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3. *The parties agreed that Mrs.K.Kavitha and Mrs.R.Raj Lakshmi would act as their Mediators.*

4. *Several Meetings were held during the process of Mediation from 08.08.2023 to 28.03.2023 and the parties have with the assistance of the Mediator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.*

5. *The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediators.*

6. *The following settlement has been arrived at between the parties hereto:*

(A) *That the parties of the FIRST PART herein agree to pay a sum of Rs.45,00,000/- (Rupees Forty Five Lakhs Only) to the party of the SECOND PART Mr.Hari Sudhan as full and final settlement and full quit. The party of the SECOND PART Mr.Hari Sudhan has also agreed to receive the said sum of Rs.45,00,000/- (Rupees Forty Five Lakhs Only) from the parties of the FIRST PART as full and final settlement and full quit.*



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(B) *That the 1st party of the FIRST PART herein agrees to pay the sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) out of the sum of Rs.35,00,000/- (Rupees Thirty Five Lakhs only) lying in the Credit of M/s.Twinto Partnership Firm in Karur Vysya Bank, Padi Branch bearing Current Account No.1754135000003002 immediately after defreezing the account which was freezed by the Investigating Officer to the party of the SECOND PART.*

(C) *That the parties of the FIRST PART agree to pay the remaining sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) lying in the credit of M/s.Twinto Partnership Firm in Karurvysya Bank, Padi Branch bearing Current Account No. 1754135000003002 by way of Demand Draft dated 30 days after the agreement date and after defreezing the account which was freezed by the Investigating Officer to the party of the SECOND PART by depositing upto Rs.10 lakhs from the account of the party of the first part.*

(D) *That both the parties mutually agree to cooperate for the defreezing of M/s.Twinto Partnership Firm's Karur Vysya*



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Bank, Padi Branch Current Account No. 1754135000003002 enabling the party of the SECOND PART to receive the lying credit of Rs.45,00,000/- (Rupees Forty Five Lakhs Only) from the parties of the FIRST PART as full and final settlement and full quit.

(E) That the remaining Assets of the Partnership Firm Viz., M/s.Twin to shall be in the possession of the 1st party of the FIRST PART Mr.Muthu Kannan Sundaram and the party of the SECOND PART Mr.Hari Sudhan shall not claim any right over the remaining assets of the Firm.

(F) That the current Liabilities viz., the Salary, P.F., E.S.I of Employees for July 2022, pending payment of Rs.5,70,000/- (Rupees Five Lakhs Seventy Thousand Only) to M/s.Shine Industrial Services, pending GST payment for July 2022 and August 2022 and Income Tax Payment for the Financial Years 21-22, 22-23 of Partnership Firm Viz., M/s.Twinto shall be taken care of by the 1st party of the FIRST PART Mr.Muthu Kannan Sundaram and the party of the SECOND PART Mr.Hari Sudhan shall co-operate for closing the above mentioned liabilities. The



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SECOND PART is not liable for any of the above listed liabilities of M/s.Twinto and other liabilities from 1st April 2020.

(G) That all the three existing Franchisees shall be transferred to M/s.Indroit Technologies Pvt Ltd., at no cost and the defacto complainant Mr. Hari Sudhan shall not claim any right over the Franchisees and M/s.Indroit Technologies Pvt., Ltd shall not have any claim or whatsoever against the party of the SECOND PART.

(H) That the Partnership Firm Viz., M/s.Twinto is hereby dissolved and the parties to this agreement shall not have any claim whatsoever except the above agreed terms and conditions.

(I) That the 1st party of the FIRST PART and the party of the SECOND PART shall execute necessary documents to dissolve the partnership firm.

(J) That the party of the SECOND PART shall take all effective steps to close/drop the criminal proceedings in Crime No.22 of 2023 pending on the file of CCB-I, Vepery, Chennai or to co-operate with the parties of the FIRST PART to quash the same in accordance with law.



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7. By signing this agreement the parties hereto stated that they have no further claims or demands against each other with respect to Crime No.22 of 2023 pending on the file of CCB-I, Vepery, Chennai and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of Mediation.

6. Subsequently, some misunderstanding arose between the parties and on 21.06.2023, when the matter was listed before this Court, once again, this Court has referred the case to Mediation and the mediation was held on 04.08.2023 and the matter has been completely settled between the parties and the defacto complainant has also agreed to withdraw the police complaint pending against the petitioner/accused. The Settlement Agreement between the parties is extracted here under:

Settlement Agreement:

" This Settlement Agreement is entered into on this the 4th day of August 2023.



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BETWEEN

1) M.Muthu Kannan Sundaram, S/o.M.Muthappan, 2) S.Valli Vidhya, W/o. M.Muthu Kannan Sundaram and 3) K.Alagu Narayanan S/o.A.Kannappan all are residing at No.6/8, Thiruvalluvar Nagar 1st Street, Alandur, Chennai-600 016 .

And

J.Hari Sudhan, S/o.M.S.Jayaraman, residing at Shop.No.2, HIG Base 1, 3rd Main Road, Nolambur, Chennai-600 037.

WHEREAS

1. Disputes and difference had arisen between the parties hereto and 1) M.Muthu Kannan Sundaram, S/o.M.Muthappan, (2) Valli Vidhya, W/o. M.Muthu Kannan Sundaram and (3)and 3) K.Alagu Narayanan have filed Crl.OP.No.3394 of 2023 seeking anticipatory bail in Crime No.22 of 2023 on the file of CCB-1, Vepery, Chennai.

2. The matter was referred to Mediation Vide an order dated 21.06.2023 passed by his Lordship Hon'ble Mr.Justice A.D.Jagadishchandra.



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3. *The parties agreed that Mrs.K.Kavitha and Mrs.R.Raj Laksme would act as their Mediators.*

4. *Several Meetings were held during the process of Mediation from 07.07.2023 to 04.08.2023 and the parties have with the assistance of the Mediator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.*

5. *The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediators.*

6. *The following settlement has been arrived at between the parties hereto:*

(A) *That Earlier the matter was referred to mediation and Settlement Agreement was entered on 28.03.2023. Due to some clarification the matter was again referred to mediation.*

(B) *That the parties herein have amicably settled their issue and dissolved the Company Viz., M/s.Twinto by a Deed of Dissolution of Partnership dated 28.07.2023 registered as*



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Document No.169 of 2023 on the file of S.R.O.Villivakkam.

(C) *That the parties herein will abide with the terms and conditions of the Settlement Agreement dated 28.08.2023.*

(D) *That the Defacto Complainant shall take all effective steps to close/drop the criminal proceedings in Cr.No.22 of 2023 pending on the file of CCB-I, Vepery, Chennai or to co-operate with the petitioners to quash the same in accordance with law.*

7. By signing this agreement the parties hereto stated that they have no further claims or demands against each other with respect to Crime No.22 of 2023 pending on the file of CCB-I, Vepery, Chennai and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of Mediation".

7. The learned counsel for the Intervenor/defacto complainant would also submit that the matter has been settled and the defacto complainant has also resigned from the partnership and the partnership has been dissolved.



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8. The learned Government Advocate (Crl.Side) would submit that pursuant to the reference to the Mediation Centre, dispute between the parties have been amicably settled.

9. Heard both sides and perused the materials available on record including the settlement agreements dated 28.03.2023 and 04.02.2023 respectively.

10. Taking into consideration the facts and the submissions made by both counsel, this Court directs the respondent to close the case in pursuance of the settlement agreement aggrieved at between parties during mediation.

11. With the above direction, this Criminal Original Petition is closed.

08.08.2023

Vv



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A.D.JAGADISH CHANDIRA, J.

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08.08.2023