



IN THE HIGH COURT OF JUDICATURE AT MADRAS

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Dated : 21.07.2023

Coram:

The Hon'ble Mr.Justice V.SIVAGNANAM

**Crl.O.P.No.12029 of 2021
and Crl.M.P.No.6799 of 2021**

- 1.Veeraraghavan
- 2.Soundarrajan
- 3.Asha
- 4.Vignesh
- 5.Janakiraman

...Petitioners

Versus

- 1.The State of Tamilnadu rep. by
The Inspector of Police,
All Women Police Station,
Poonamallee,
Thiruvallur District.

- 2.Sounthariya Raman

...Respondents

This Criminal Original Petition is filed under Section 482 of Cr.P.C praying to call for the records in Crime No.15 of 2020 pending investigation on the file of the Inspector of Police, All Women Police Station, Poonamallee, Thiruvallur District and quash the same.



For Petitioners : Mr.K.Prabakar
For Respondent – 1 : Mr.L.Baskaran,
Government Advocate (Crl.Side)
For Respondent – 2 : Mr.K.Dhananjayan

ORDER

This relief sought in this criminal original petition is to call for the records in Crime No.15 of 2020 pending investigation on the file of the Inspector of Police, All Women Police Station, Poonamallee, Thiruvallur District and quash the same.

2. The brief facts of the case are as follows:

The first petitioner and the second respondent got married on 17.02.2019 at All India Arya Vysya Samajam Mandapam, Tirupathi. During their marriage, the family members of the second respondent have presented the customary sridhana articles to the first petitioner. After the marriage, the first petitioner left the second respondent in his house and went to Oman for employment. Thereafter, the second respondent left her matrimonial house and stayed in her parent's house for continuing her



studies. While so, due to demand of more dowry, some misunderstandings arose between the family members of the first petitioner and the second respondent. The father of the second respondent had opened a Joint Locker Account at REPCO Bank, T.Nagar Branch, Chennai in the name of first petitioner and second respondent and kept the 82 sovereigns of Gold Jewels which was given as sridhana to her daughter (second respondent) in the said locker. During the month of September 2019, the second respondent went to Muscat where some dispute arose between her and first petitioner. Hence, the second respondent came back to India and continued to stay with her parents. On 26.01.2020, the second respondent sent her uncle Radhakrishnan to Muscat for collecting the locker key from the first petitioner. When the said Radhakrishnan asked the first petitioner to give the locker key, the first petitioner informed the Radhakrishnan that he will return the locker key on 30.01.2020 when he comes to India. However, thereafter, the first petitioner did not return the locker key to the second respondent. Therefore, the second respondent sent a Letter to the REPCO Bank, T.Nagar Branch, Chennai to freeze her Joint Locker Account. When the first petitioner came to know that the said Joint Locker Account has been



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frozen by the second respondent, he threatened the second respondent and her family members. So, the second respondent has lodged a police complaint against her husband (first petitioner). Based on the complaint given by the second respondent, the first respondent police has registered a case in Crime No.15 of 2020 against the first petitioner for the offence under Sections 498(A), 406, 506(ii) of Indian Penal Code, 1860 & Section 4 of Dowry Prohibition Act, 1961 and the same is pending investigation. Hence, the present petition.

3. Today, when this petition was taken up for hearing, the learned counsel for the petitioners and the learned counsel appearing for the second respondent have submitted in unison that the first petitioner and the second respondent have entered into a Memorandum of Joint Compromise dated 17.07.2023 and on the basis of which, the dispute between them has been settled out of Court. Therefore, the second respondent is not pressing the police complaint which she has given against her husband (first petitioner). The learned counsels have also filed the said Memorandum of Joint Compromise before this Court and prayed that the said Memorandum of



Joint Compromise filed by them may be recorded. They also prayed that a sum of Rs.3,00,000/- deposited by the first petitioner to the credit of Crime No.15 of 2020 by way of Fixed Deposit Receipt TDR No.T22/MTDE 0299924 dated 25.04.2023 drawn in favour of the Judicial Magistrate No.1, Poonamallee at Indian Bank, Jawahar Nagar Branch, Chennai may be refunded to the first petitioner.

4. The said Memorandum of Joint Compromise dated 17.07.2023 reads as follows:

“This Memorandum of Compromise is executed on this 17th day of July 2023 at Chennai

BETWEEN

S.Veeraraghavan, S/o.Soundarrajan, aged about 30 years, permanently residing at No.35, Vegavathi Street, Rajaji Nagar, Villivakkam, Chennai – 600 049 being the First Party.

AND

R.Sounthariya Raman, D/o.Rajaraman, aged about 28 years, permanently residing at No.AS-2, Adithya Castle, Royal Garden, Kattupakkam, Chennai – 600 056 being the Second Party.

Now this Deed of Memorandum of Compromise witnesseth



as follows:

Whereas parties herein state that the marriage between them was held on 17.02.2019 as per Hindu Rites at All India Arya Vysya Samajam Mandapam, Tirupathi in the presence of parents, friends and relatives. Over a period thereafter, both the parties had misunderstanding with each other and their marital life was not happy on account of lack of understanding and both the Parties herein were not able to cope up with each other. Even though both the parties tried their level best to live together and to lead the matrimonial life, they were not able to achieve any happiness in living together, thereby both the parties are living separately from 21.11.2019 and the first party had filed Petition in O.P.No.2471 of 2020 and the second party has filed another petition in O.P.No.144 of 2021 pending before the First Additional Family Court, Chennai.

Whereas the second party herein has lodged a complaint before the All Women Police Station, Poonamallee, which had been registered as Crime No.15 of 2020 against the First party and other four members of his family. Whereas the family members of the first party filed a Criminal Original Petition before the Hon'ble High Court of Madras in Crl.O.P.No.20938 of 2020 wherein the Hon'ble High Court was pleased to enlarge the petitioners on Anticipatory Bail.

Whereas the first party along with his other four family members had also filed Crl.O.P.No.12029 of 2021 before the



Hon'ble High Court of Madras for quashing the FIR and the same is pending before the Hon'ble High Court of Madras.

Whereas, the brother of the first party had filed a Criminal Miscellaneous Petition before the Hon'ble Madras High Court in Crl.M.P.No.18314 of 2022 in Crl.O.P.No.20938 of 2020, praying to modify the conditions imposed on the petitioners, wherein both the Parties herein appeared through video conference, as the Second Party is studying in Australia and the first party is working at Oman, Muscat and the both parties had expressed their willingness to settle all their disputes amicably, thereby the Hon'ble High Court was pleased to pass an order dated 11.01.2023 Crl.M.P.No.18314 of 2022 in Crl.O.P.No.20938 of 2020, recording the consent of both the parties towards settling the issues between them in a peaceful manner and wherein the Hon'ble Court directed the 2nd petitioner to deposit a sum of Rs.3,00,000/- to the credit of the above mentioned crime number.

Whereas, as per the directions of the Hon'ble High Court in Crl.M.P.No.18314 of 2022 in Crl.O.P.No.20938 of 2020, the 1st Party herein had deposited the said sum of Rs.3,00,000/- to the credit of the Crime Number by way of a fixed deposit receipt vide TDR.No.T22/MTDE 0299924 dated 25.04.2023 drawn in the favour of the "Judicial Magistrate No.1, Poonamallee CR No.15/2020" drawn at Indian Bank, Jawahar Nagar Branch, Chennai. The 1st Party further states that he had made an application before the learned Judicial Magistrate No.1,



Poonamallee on 26.04.2023 with a prayer seeking permission to deposit the said amount, but the Learned Judicial Magistrate had returned the said petition for the reason that the particulars of the satisfaction court has not been mentioned in the above said order of the Hon'ble High Court.

Whereas, the 1st party further states that he was not in a position to continue his further stay in India as the leave granted by the company at Oman had expired on the same day i.e., on 26.04.2023 and hence, the 1st Party was not able to produce the said fixed term Deposit Receipt before the Learned Judicial Magistrate No.1, Poonamallee on getting appropriate further orders of this Hon'ble Court. The 1st Party states that he is ready and willing either to produce the Fixed Term Deposit receipt before the Learned Judicial Magistrate No.1, Poonamallee or to draw a Demand Draft for Rs.3,00,000/- in the name of the 2nd Party after duly cancelling the said Fixed Term Deposit receipt on an appropriate direction of the Hon'ble High Court, in order to facilitate the 2nd Petitioner to attain the said deposit of Rs.3,00,000/- towards the full and final settlement payment as agreed earlier.

Whereas, now both the parties are willing to file a Petition for divorce Mutual Consent Petition before the Hon'ble Family Court, Chennai and the first party is willing to withdraw the O.P.No.2471 of 2020 and the second party is also willing to withdraw the O.P.No.144 of 2021 pending before the Hon'ble I



Additional Family Court, Chennai.

Whereas, both the parties hereby acknowledge that they have no other or further claim whatsoever against each other except the amount of Rs.3,00,000/- to be paid by the 1st party in favour of the 2nd party as agreed earlier and the 1st party hereby ready and willing to cooperate with the 2nd Party either to withdraw the amount from the Learned Judicial Magistrate No.1, Poonamallee or to pay the same by way of Demand Draft after duly cancelling the said Fixed Term Deposit receipt, as to be directed by the Hon'ble High Court in the quash petition pending in Crl.O.P.No.12029 of 2021.

Whereas both the parties had entered a Memorandum of Compromise on this date 17.07.2023 to give a quietus to their Matrimonial dispute and also, for the closure of the criminal case and matrimonial case pending in the respective courts.

Whereas the parties herein agreed to settle their dispute by this Memorandum of Compromise entered into on the following terms and conditions:

1. Whereas the both parties have agreed to file a petition for divorce on mutual consent before the Hon'ble Principal Family Courts at Chennai and decided to dissolve the marriage amicably.

2. Whereas the first party agrees to pay a sum of Rs.3,00,000/- as a full and final settlement to the second party in the above said manner and the second party also agreed to receive the same and willing to settle their disputes amicably



without any other further demands as agreed earlier before the Hon'ble High Court of Madras.

3. Whereas the second party hereby withdraws all the allegations and further actions against all of the persons mentioned in the complaint which was registered as Crime No.15/2020 on the file of Inspector of Police, W-30, All Women Police Station, Poonamallee. Further, the second party also express her willingness and assurance to extend all her cooperation before the Hon'ble High Court of Madras in Crl.O.P.No.12029 of 2021 for quashing the above said FIR registered in the above Crime No.15 of 2020 and also willing to file any more necessary applications or affidavits, if required in that regard.

4. Whereas the first party is agrees to withdraw the O.P.No.2471 of 2020 filed by him before the I Additional Family Court, Chennai and the second party also agrees to withdraw the O.P.No.144 of 2021 filed by him before the I Additional Family Court, Chennai and both the parties agrees jointly to file a Petition for Divorce by Mutual consent under Section 13B of Hindu Marriage Act, 1955 before the Family Courts, Chennai, for the grant of decree of divorce by mutual consent.”

5. Recording the above Memorandum of Joint Compromise dated 17.07.2023, this criminal original petition is allowed and the case in Crime



No.15 of 2020 pending on the file of the first respondent police is hereby quashed. Consequently, connected miscellaneous petition is closed.

6. Considering the request made by the learned counsel for the petitioners and the learned counsel for the second respondent in regard to the refund of Rs.3,00,000/- deposited by the first petitioner, this Court directs the learned Judicial Magistrate No.1, Poonamallee to refund the first petitioner a sum of Rs.3,00,000/- (Rupees Three Lakhs only) deposited by him. On receipt of such amount, the first petitioner shall draw a Demand Draft for a sum of Rs.3,00,000/- (Rupees Three Lakhs only) in the name of the second respondent (de-facto complainant) and to handover the same to her.

7. List the matter on 28.07.2023 under the caption, “For Reporting Compliance”.

21.07.2023

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Note: Registry is directed to issue order copy on 24.07.2023

To

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1.The Inspector of Police,
All Women Police Station,
Poonamallee,
Thiruvallur District.

2.The Public Prosecutor,
High Court, Madras.

V.SIVAGNANAM, J.

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Crl.O.P.No.12029 of 2021



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