



Crl.O.P.No.27471 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 13.12.2023

CORAM

THE HONOURABLE MR.JUSTICE VIVEK KUMAR SINGH

Crl.O.P.No.27471 of 2022
and Crl.M.P.No.16917 of 2022

1.Mahesh Verma
2.Deepti Verma

... Petitioners

Vs

1.The State rep by
The Inspector of Police,
Central Crime Branch I,
Office of the Commissioner of Police,
Vepery, Chennai 600 007.

2.Krishnaveni

... Respondents

Prayer: Criminal Original Petition filed under Section 482 Cr.P.C. to call for the records in pertaining to the crime No.516 of 2018 and quash the same.

For Petitioners : Mr.A.R.Inbakumar

For Respondent : Mr.A.Gopinath for R1
Government Advocate (Crl. Side)
Mr.K.P.Ananthakrishna



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ORDER

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This Criminal Original Petition has been filed to call for the records pertaining to the FIR in Crime No.516 of 2018 on the file of the first respondent Police and quash the same.

2.The subject matter of challenge in this Criminal Original Petition is the FIR registered by the first respondent in Crime No.516 of 2018 based on the complaint given by the second respondent on 13.12.2018. It is also seen from records that based on the complaint given by the first petitioner, an FIR came to be registered by the Economic Offences Wing at New Delhi against the defacto complainant and it is stated that the final report was filed and the case is at the stage of framing of charges.

3.The learned Government Advocate (crl.side) submitted that the matter was referred to the mediation centre on 02.08.2023 and the mediation was effected and the parties have agreed for a compromise.

4.Heard the learned counsel on either side and perused the Mediation



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Report dated 12.09.2023. The terms of the Settlement Agreement dated 12.09.2023, are extracted hereunder:

“1. THAT the representative of the second party, Mr Mahesh Verma, confirms that he has the authority and is authorized by the other mentioned parties in the party to second part to enter into and sign this agreement on their her its behalf. The authorization given by Mrs Deepthiverma and the respective mentioned firm and company to Mr Mahesh Verma is attached to this Memorandum and forms a part thereon.

2. THAT the Second party confirms by this agreement that except the above mentioned legal proceedings there is no other legal proceeding civil, criminal or any other filed. initiated. pending or intended to be filed against the First Party before any court of law anywhere in India in the subject matter. The first Party also confirm that there is no other legal proceeding civil, criminal or any other filed. initiated, pending or intention to file against the second party before any court of law anywhere in India in the subject matter.

3. At the intervention of the Mediator. Both the Parties have resolved to withdraw their respective Criminal Complaints alone, filed against each of them



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before their jurisdiction courts in the following manner.

4. THAT the second party shall withdraw the criminal complaint against the First Party given before the Economic Offences Wing. Mandir Marg Police Station. Delhi, which is now pending in Cr.Cases.NO. 8214 of 2018 alleging offences u/s 406 420 before Chief Metropolitan Magistrate Court. South-East, Saket. New Delhi. The second party shall submit to the discharge of the First Party before the above court.

5.THAT upon withdrawal and discharge, the First Party shall withdraw the criminal complaint against the Second Party pending. More specifically the criminal case in Cr NO. 516 of 2018 before the Central Crime Branch, Chennai.

6. THAT Both the parties have further agreed to keep their rights and liabilities open for adjudication of disputes in the civil suit pending before the Hon'ble High Court. Madras, including the pendency of C.S.No. 759/2018 before this High Court and interim orders obtained thereon.

7. THAT the second party shall be solely responsible for any disputes / litigations (including financial claims), currently existing or arising in the future, made by any third party, including but not restricted to vendor sub-



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distributor appointed by the second party, directly or indirectly, with or without the knowledge of the First Party The First Party shall not be liable for any person that they have not dealt with directly.

8. THAT Both the parties confirm that if any one of the parties of this Settlement Agreement do not comply with the conditions mentioned in this agreement, this agreement becomes Null and void. The other party to the breach will and claim seek out appropriate legal remedy.

9. THAT parties to the agreement agree and accept that this agreement is irrevocable.

10. THAT the parties to this agreement reserve their rights to seek remedy for complying the conditions mentioned in this agreement before any Court of Law. Either party to this agreement can file appropriate petition in Court to enforce this Settlement Agreement as against the other party, including withdrawal of the cases filed and specifically mentioned above.

11. THAT this agreement signed by both the parties to this agreement is made in two copies and both are originals. Each of the parties to this agreement shall retain one copy as their own for their purposes and be used to prove this agreement.”



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5.Considering the report of the Mediation Centre in which it was specifically stated that the parties have agreed for a compromise and they have settled their issues, the proceedings in Crime No.516 of 2018 pending on the file of the first respondent, is quashed and this Criminal Original Petition is allowed. Consequently, connected Miscellaneous Petition is closed. The Settlement Agreement shall form part of the order.

13.12.2023

Internet:Yes
Index:Yes/No
vkr

To

1. The Inspector of Police,
Central Crime Branch I,
Office of the Commissioner of Police,
Vepery, Chennai 600 007.
2. The Public Prosecutor,
High Court, Madras.



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VIVEK KUMAR SINGH.J.,

vkrr

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