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CRL OP(MD). N



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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
(Criminal Jurisdiction)

Date : 22/02/2023

PRESENT

The Hon`ble Mr.Justice A.D.JAGADISH CHANDIRA

CRL OP(MD). No.22878 of 2022

Manikandakarthish ... Petitioner/1st Accused

Vs

1. The Inspector of Police,
All Women Police Station, Thallakulam,
Madurai District.
(Crime No.2 of 2022). ... Respondent/Complainant

2. Prathima ... 2nd Respondent/Defacto
Complainant

(R2 is *Suomotu* Impleaded as per
Order of this Court, dated 02.01.2023
in CRL OP(MD) No.22878 of 2022 by ADJCJ)

For Petitioner : M/s. Herold Singh.S.C

For Respondent : Mr.A.Albert James(R1)
Government Advocate (Crl.Side)

For Intervenor : Mr.R.Ponkarthikeyan(R2)

PETITION FOR ANTICIPATORY BAIL Under Sec.438 of Cr.P.C

PRAYER :-

For Anticipatory Bail in Crime No.2 of 2022 on the file of
the respondent police

ORDER : The Court made the following order :-

The petitioner/Accused, apprehending arrest at the hands
of the respondent police for the alleged offence punishable under
Sections 498(A), 406, 294(b), 506(i) IPC, in Crime No.2 of 2022, on
the file of the respondent police, seeks anticipatory bail.

2.Today, when the matter is taken up for hearing, it is
submitted by the learned counsel for the petitioner and the learned



counsel for the defacto complainant/second respondent t is Court had already referred the matter for mediation and a compromise has been arrived between the parties and they have settled their issue out of Court. The learned counsel for the second respondent submitted that he has no objection to grant anticipatory bail to the petitioner, based on the terms of settlement agreement entered between the parties.

3.The learned Government Advocate(Crl.Side) would submit that the accused persons have harassed the defacto complainant and abused her. Hence, prays to dismiss the petition. However, he would submit that both parties have settled their dispute before mediation and a compromise has been arrived between the parties.

4.Heard the learned counsels and perused the materials placed before this Court. The contents of the settlement deed, dated 10.02.2023 are extracted hereunder:

"6) The following settlement has been arrived at between the parties hereto: -

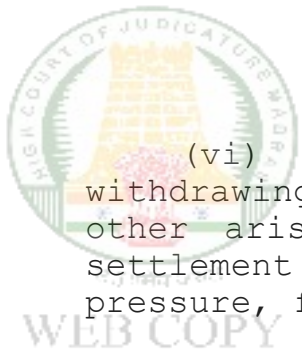
(i) The petitioner and the 2nd respondent hereby agreed to get their marriage dated 19.01.2018 dissolved by mutual consent due to irretrievable break down of the marriage.

(ii) The petitioner foregoes his right of visitation of their minor children namely M.P.Krithik, and M.Aarav. The petitioner is satisfied with the custody of the minor children with the 2nd respondent and he will not seek custody of the minor children in the future.

(iii) Both petitioner and 2nd respondent have no claims against each other. It is also agreed by both petitioner and 2nd respondent that they shall not file any suit, petition or complaint or claim etc., against each other and against the family members of each other in the future and shall withdraw all the complaints, or proceedings if filed anywhere before any authority in this regard whenever the same comes to the knowledge of the parties besides the cases mentioned above.

(iv) That both the petitioner and 2nd respondent herein are hereby agreed that this compromise/settlement is irrevocable and the same is binding and enforceable in all manners for rectification and correction of records regarding the status of marriage nomination etc., as required under Law and none of the parties herein shall be at liberty to take the advantage of any technical or lacuna if any if the same are not explained here in above.

(v) That the petitioner and 2nd respondent hereby undertake that they shall not set any claim of monetary relief against each other



(vi) That both the petitioner and 2nd respondent are withdrawing the allegations leveled by both the parties against each other arising out of their matrimonial dispute and this mutual settlement is arrived at free will of both parties without any pressure, force, coercion and undue influence from any side.

(vii) In view of the above compromise today the petitioner and the 2nd respondent filed a petition under section 13 B of Hindu Marriage Act before the Family Court, Madurai and the same was adjourned to 18.02.2023. Further the petitioner agreed that he will repay Rs.2.25 lakhs to the 2nd respondent, which was availed as a loan from her, through a demand draft. The 2nd respondent agrees that she will not claim any maintenance for her children.

(viii) *The petitioner undertakes that he will withdraw his divorce petition in H.M.O.P.No. 2 of 2022 pending on the file of Family Court, Tiruppur.*

(ix) The 2nd respondent hereby undertakes to give no objection to Quash the FIR in Crime.No. 2 of 2022 pending on the file of All Women Police Station, Thallakulam, Madurai City, as well as has no objection to allow the CrI.O.P.(MD). No.22878 of 2022.

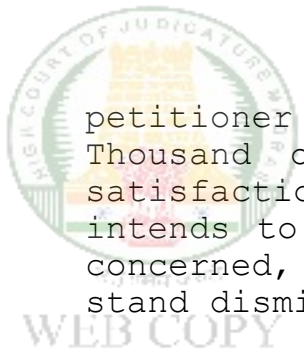
(x) The petitioner will hand over the belongings of the 2nd respondent like Gold Jewels, Household articles, Utensils and Wearing Clothes, etc, likewise, 2nd respondent agreed to hand over belongings of the petitioner on the date of giving evidence before the Court.

(xi) If the petitioner or the 2nd respondent has violated any of the above terms as agreed by them, the terms of settlement entered among the parties will not bind on each other and the both parties will be at liberty to seek restoration of all their litigation.

7) By signing this agreement the parties hereto state that they have no further claims or demands against each other and an disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation".

5.In view of the above settlement, the first respondent Police shall take effective steps to close the FIR and this Court is inclined to grant anticipatory bail to the petitioner with certain conditions.

6.Accordingly, this Criminal Original Petition is allowed and the petitioner is ordered to be released on bail in the event of arrest or his appearance, within a period of fifteen days from the date of receipt of a copy of this order, before the learned **Judicial Magistrate, Additional Mahila Court, Madurai**, on condition that the



petitioner shall execute a bond for a sum of Rs.10,000/- (Rupees Ten Thousand only) with two sureties each for a like sum to the satisfaction of the respondent police or the police officer, who intends to arrest or to the satisfaction of the learned Magistrate concerned, failing which, the petition for anticipatory bail shall stand dismissed and on further condition that:

[a] the petitioner and the sureties shall affix their photographs and left thumb impression in the surety bond and the Magistrate may obtain a copy of their Aadhar card or Bank pass Book to ensure their identity.

[b] the petitioner shall report before the respondent police as and when required for interrogation;

[c] the petitioner shall not tamper with the evidence or witness either during investigation or trial;

[d] the petitioner shall not abscond either during investigation or trial;

[e] on breach of any of the aforesaid conditions, the learned Magistrate/ Trial Court is entitled to take appropriate action against the petitioner in accordance with law, as if the conditions have been imposed and the petitioner released on bail by the learned Magistrate/Trial Court himself as laid down by the Hon'ble Supreme Court in **P.K.Shaji Vs. State of Kerala [(2005) AIR SCW 5560]**; and;

[f] if the accused/ petitioner thereafter absconds, a fresh FIR can be registered under Section 229-A IPC.

7.The Settlement Agreement entered between the parties, shall form part and parcel of the order.

sd/-
22/02/2023

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/03/2023
Sub-Assistant Registrar (C.S.)
Madurai Bench of Madras High Court,
Madurai - 625 023.

PNM

TO

1. The Judicial Magistrate, Additional Mahila Court, Madurai.



2. Do-Through The Chief Judicial Magistrate,
Madurai District.

3. The Inspector of Police,
All Women Police Station, Thallakulam,
Madurai District.

4. The Additional Public Prosecutor,
Madurai Bench of Madras High Court, Madurai.

+1 CC to M/s.R.PONKARTHIKEYAN, Advocate (SR-2856[I] dated
24/02/2023)

ORDER
IN
CRL OP(MD) No.22878 of 2022
Date : 22/02/2023

NA/SAR-3/13.03.2023/5P/6C