



C.R.P. No.3172 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED 07.08.2024

CORAM

THE HONOURABLE MR.JUSTICE A.D.JAGADISH CHANDIRA

C.R.P. No.3172 of 2024

M.Ranjith Kumar

... Petitioner

vs

Sasikala

... Respondent

Prayer: Petition filed under Article 227 of the Constitution of India against the fair and decretal order dated 13.10.2023 made in Crl.A. No.26 of 2022 on the file of the II Additional Sessions Judge at Chennai.

For petitioner : Mr.M.Karthikeyan

For respondent : Mr.R.Hari

ORDER

This revision has been filed against the order dated 13.10.2023 passed by the learned II Additional Sessions Judge, Chennai in Crl.A. No.26 of 2022 confirming the order passed by the learned Metropolitan Magistrate, Additional Mahila Court, Egmore in D.V.C. No.66 of 2017.

2.Learned counsel for the petitioner and the learned counsel for the



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respondent would submit that pending revision, the parties have entered into an agreement, whereby the respondent has received an amount of Rs.27,00,000/- as full and final settlement. They would submit that in view of the above agreement, nothing survives for further adjudication and that the respondent has no objection in the revision being allowed in terms of the agreement arrived at between the parties.

3.In view of the agreement entered into between the parties, both the parties have filed a Memorandum of Understanding dated 07.08.2024 and the respondent has also filed an affidavit dated 07.08.2024 stating that she has no objection in the revision being allowed as per the terms of Memorandum of Understanding, which is extracted hereunder:

NOW THIS DEED OF AGREEMENT WITNESSTH AS UNDER:

That BOTH THE PARTIES were compromised and agreed to withdraw the claims with the following terms and conditions:

1. That THE PARTY OF THE FIRST PART hereby agrees, accepts, assures, guarantees to pay the sum of Rs.27,00,000/- as a full final settlement via DEMAND DRAFT/CHEQUE in the name of Mrs.SASIKALA. With this THE PARTY OF THE FIRST PART paid first three installments as follows:



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S.No.	Demand Draft Nos.	Date	Amount	Bank
1.	905211	11.12.2023	Rs.1,00,000/-	Indian Overseas Bank
2.	905210	11.12.2023	Rs.9,00,000/-	Indian Overseas Bank
3.	905256	14.02.2024	Rs.6,00,000/-	Indian Overseas Bank

2. That THE PARTY OF THE FIRST PART now paying Rs.11,00,000/- as a remaining settlement amount via DEMAND DRAFT/CHEQUE in favour of Mrs.SASIKALA (Party of Second Part) on 07.08.2024 as follows:

S.No.	Demand Draft Nos.	Date	Amount	Bank
1.	228285	15.07.2024	Rs.6,00,000/-	Indian Overseas Bank
2.	228284	15.07.2024	Rs.5,00,000/-	Indian Overseas Bank

3. That THE PARTY OF THE FIRST PART paid all his Full & Final Settlement via DEMAND DRAFT/CHEQUE as mentioned above.

4. That THE PARTY OF THE FIRST PART, agrees, accepts, covenants with THE PARTY OF THE SECOND PART that upon the payment of the entire amount of Rs.27,00,000/- (Rupees Twenty seven lakhs only) by THE PARTY OF THE FIRST PART, in the manner mentioned above, there shall no liability due from THE PARTY OF THE FIRST PART due to THE PARTY OF THE SECOND PART.

5. THE PARTY OF THE SECOND PART agrees, accepts, promises, guarantees, and covenants that there shall be no further monetary claims in respect of the order dated 28.09.2021 in DVC No.66 of 2017 (on the file of learned Metropolitan Magistrate, Addl. Mahila Court, Egmore) and subsequently in Crl A. No.26 of 2022, on the file of learned II - Additional Judge at Chennai, from THE PARTY OF THE FIRST PART.



6. That THE PARTY OF THE FIRST PART hereby accepts, acknowledges, and admits that no further sum is due to THE PARTY OF THE SECOND PART AND HER MINOR FEMALE CHILD in any manner whatsoever after the amount mentioned above is settled. That THE PARTY OF THE SECOND PART ensures that no further action shall be initiated against FIRST PART Mr.M.Ranjith Kumar as there are no where connected with any claim amount and litigations.

7. That THE PARTY OF THE SECOND PART hereby assures, guarantees and covenants and promises THE PARTY OF THE FIRST PART, that they shall not claim or be entitled to claim any further amount from THE PARTY OF THE FIRST PART.

8. That THE PARTY OF THE SECOND PART hereby assures, guarantees, promises, and covenants with THE PARTY OF THE FIRST PART, that they shall take necessary steps including filing of necessary petitions before the respective forum to set aside the order dated 13.10.2023 in Crl A. No.26 of 2022, on the file of learned II - Additional Judge at Chennai and shall ensure upon this agreement being signed. THE PARTY OF THE SECOND PART further agrees to file necessary affidavit before the Hon'ble High Court of Madras to compromise and set-aside the Case in Crl.A. No.26 of 2022 and raises no objections towards the same and further agreed to appear before the Hon'ble High Court of Madras on the date of hearing.

9. That if THE PARTY OF THE FIRST PART violates this agreement in any manner whatsoever, then the entire agreement shall stand rescinded and the parties shall stand in a position prior to entering this agreement.

10. That both parties are entering into this agreement on their own, without any coercion, threat, misrepresentation, on the part of any third person whomsoever.



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4.The revision petitioner and the respondent are present before this Court and they would submit that the matter has been settled between them and that the respondent admits as having received Rs.27,00,000/- towards full and final settlement.

5.In terms of the above Memorandum of Understanding, this revision is disposed of. The Memorandum of Understanding and the No Objection Affidavit of the respondent both dated 07.08.2024 shall form part of this order. No costs.

07.08.2024

Index: Yes/No
vga

To

The II Additional Sessions Judge at Chennai.



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A.D.JAGADISH CHANDIRA, J.

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