



Crl.R.C.No.1596 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 29.10.2024

CORAM

THE HONOURABLE MR.JUSTICE M.NIRMAL KUMAR

Crl.R.C.No.1596 of 2024
and Crl.M.P.No.13267 of 2024

N.Prakash

... Petitioner

Vs.

1.N.P.Nagalakshmi
2.Rohan P.Ganapathy

... Respondents

PRAYER: Criminal Revision Petition filed under Section 438 r/w. 442 of Bhartiya Naharik Suraksha Sanitha to call for the records and set aside the fair and decreetal order dated 27.02.2024 passed in M.C.No.477 of 2010 on the file of the V Additional Principal Family Court at Chennai.

For Petitioner : Mr.S.Sivaprakasam
For R1 : Mr.P.C.Harikumar

ORDER

The petitioner/respondent in M.C.No.477 of 2010 on the file of the V Additional Principal Family Court at Chennai filed this petition to set aside



the fair and decreetal order dated 27.02.2024.

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2.The contention of the learned counsel for the petitioner is that the Family Court failed to consider that the first respondent had voluntarily deserted the matrimonial home and thereafter claiming maintenance is with an ulterior motive. He would further submit that the petitioner is working in a Private Company and having a meagre income. Further, the petitioner after coming back from abroad in the year 2011, he is not having any permanent employment or permanent income. He would submit that after the birth, the second respondent was living with the petitioner only for couple of years and thereafter, the first respondent took the second respondent to her parental house and the petitioner has been denied the love and affection to be shared with his son. On the other hand, it was portrayed as though the petitioner chased them out and not taking care of them is not proper. Eventhough these facts have been explained before the Lower Court, the Lower Court failed to consider the same.

3.The learned counsel for the first respondent submitted that the



marriage between the petitioner and the first respondent took place on 24.11.1993 at Mylapore, Chennai. During their marriage, customary sridhana articles including the jewels, silver articles, household articles were presented. Though the demand by the petitioner's family was more, since the first respondent is the only daughter to her parents they presented the articles and performed the marriage beyond their capacity. He would submit that the petitioner is having extra marital affair with several women which the first respondent objected but the petitioner had not changed his course. Out of their wedlock, the second respondent was born to them on 06.12.1995 and thereafter too, the petitioner had not changed his course and continued his own way of life. Further, the petitioner harassed the first respondent and subjected to cruelty by demanding dowry. The first respondent's parents had also given additional dowry. Later a stage has come where the first respondent was beaten badly and chased out of the matrimonial home. Hence, the first respondent filed a divorce petition in H.M.O.P.No.850 of 2005 seeking for judicial separation. As a counter blast, the petitioner filed a petition in H.M.O.P.NO.1272 of 2006 seeking divorce but later it was dismissed for non-prosecution. The first respondent filed a



interim maintenance application which was ordered but no payment was made by the petitioner. The first respondent filed EP petition more than once and later, after taking coercive action some amount was paid by the petitioner. Thereafter, by the impugned order, the petitioner was directed to pay Rs.25,000/- per month for the first respondent and Rs.15,000/- per month for the second respondent. Against which the present petition is filed.

4. During the pendency of the above revision, the issue was reconciled between the petitioner and the first respondent and it was decided and accepted that the monthly maintenance of Rs.25,000/- per month to the first respondent to be reduced to Rs.14,000/- per month on condition the petitioner pay the arrears of maintenance amount to the tune of Rs.13,81,0000/- by way of four equal instalments and with a further condition that in case of delay, the first respondent is entitled to claim the original maintenance amount ordered by the Lower Court. A scanned reproduction of the joint memorandum of compromise filed on behalf of the petitioner and the first respondent is as follows:



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**IN THE HIGH COURT OF JUDICATURE AT MADRAS
(CRIMINAL JURISDICTION)**

CRL. R.C. NO. 1596 OF 2024

N. PRAKASH

S/o. T.V.S. Natarajan,
Plot No. A-31, New No. 15,
Karthikeyan Road, Periyar Nagar,
Chennai - 600 082

PETITIONER/HUSBAND

VS.

1.M.P. NAGALAKSHMI

1ST RESPONDENT/WIFE

2. ROHAN P. GANPATI

Both are residing at
Door No. 8, Plot No. D-4,
16TH Street, Periyar Nagar,
Chennai - 600 082

2ND RESPONDENT/SON

**JOINT MEMORANDUM OF COMPROMISE FILED ON BEHALF OF THE
PETITIONER AND 1ST RESPONDENT**

1. The Respondents herein have filed the maintenance case before the Hon'ble Family Court at Chennai in M.C. No. 477 of 2010. Thereafter the Respondents herein have filed M.P. No. 849 of 2012 in M.C. No. 477 of 2010 for seeking interim maintenance of Rs.15,000/- for the 1st Respondent and Rs.10,000/- for the 2nd Respondent/minor son. The Hon'ble Family Court after hearing the submissions of the respective parties was pleased to grant interim maintenance of Rs.10,000/- to the 1st Respondent and Rs.7,000/- to the 2nd Respondent/minor son with effect from 22.06.2012 and also awarded a sum of Rs.25,000/- as litigation expenses vide order dated 20.11.2013. The said order becomes final.



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2. The Petitioner herein did not choose to comply the order passed in M.P. No.849 of 2012, hence the Petitioner has chosen to file the First execution petition whereby and whereunder claimed arrears of maintenance for a period of 40 months from 22.06.2012 to 22.10.2015 for a sum of Rs.6,80,000/-. The Petitioner herein did not choose to appear which resulted in non-bailable warrant has been Issued but the Police Officials did not execute the warrant. Hence the Respondent herein approached this Hon'ble Court in Crl. O.P. No. 15623 of 2019 for seeking direction as against the concerned Police Officials to enforce the warrant and secure the Petitioner. This Hon'ble Court vide order dated 20.09.2019 was pleased to allow the said criminal original petition and directed the concerned Police Officials to secure the Petitioner within a period of 3 months.

3. The Respondent further states that the concerned Police Officials has miserably failed to enforce the said order made in Crl. O.P. No. 15623 of 2019 dated 20.09.2019, hence, the Respondent once again approached this Hon'ble Court and filed Habeas Corpus petition in H.C.P. No. 308 of 2021 before the High Court of Judicature. As per the direction of the Hon'ble High Court the Petitioner was secured and produced before the Hon'ble Family Court and thereafter the Petitioner has remitted the entire arrears of maintenance of Rs.6,80,000/- and got bail in the Family Court. Even thereafter, the Petitioner did not comply the interim order. Hence the Respondent once again forced to file the 2nd Execution Petition in M.P. No. 432 of 2024, whereby claiming the arrears of maintenance from 23.10.2015 to 22.12.2021 for a period of 74 months amounting to Rs.4,94,000/-. After filing the



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Execution Petition then and there the Petitioner remitted the said amount. However, the Petitioner has chosen to file the 3rd Execution Petition in M.P. No. 154 of 2024 for Rs.1,25,000/- including litigation expenses. Thereafter the Petitioner has paid the said amount.

4. The Respondent humbly states that in the above maintenance case after examining the evidence and hearing the arguments, the Hon'ble Family Court was pleased to dispose the maintenance case filed in M.C. No. 477 of 2010 by passing **FINAL ORDER DATED 27.02.2024** whereby granted the relief as under

" In the result this petition is allowed and the Respondent is directed to pay a sum of Rs.25,000/- (Rupees Twenty-Five Thousand only) towards maintenance to the 1st Petitioner from the date of filing this petition i.e. 22.10.2010. The Respondent is further directed to pay a sum of Rs.15,000/- per month towards maintenance to the 2nd Petitioner from 22.10.2010 till the date of attaining majority i.e. 06.12.2013. The Respondent is further directed to pay the arrears of maintenance to be paid to the 1st Petitioner within 2 months from today. The Respondent is directed to pay the maintenance amount to the 1st Petitioner on or before the 5th day of every succeeding English calendar month. No cost. "



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5. The Petitioner herein aggrieved by the order passed in M.C. No. 477 of 2010 dated 27.02.2024, preferred Criminal Revision Petition before this Hon'ble Court in Crl. R.C. No. 1596 of 2024.

6. The parties hereto during the course of the hearing in the above criminal revision petition have jointly arrived at a Compromise in order to give quietus to the issue in respect of the present maintenance claim only as against the Petitioner and enter into a Compromise to be presented before this Hon'ble on the following terms:

a) The Petitioner herein hereby affirm that he has no grievances in respect of the quantum of maintenance amount fixed by the Hon'ble V Additional Family Court at Chennai in M.C. No. 477 of 2010 as against the 2nd Respondent herein i.e. Rs.15,000/- per month from the date of filing the petition i.e. 22.10.2010 and till the date of attaining majority i.e. on 06.12.2013. Hence the Petitioner hereby withdrawing the present criminal revision petition as against the 2nd Respondent herein.

b) The Petitioner herein agree that in so far as the quantum of maintenance fixed by the Hon'ble Family Court to the 1st Respondent at the rate of Rs.25,000/- per month from the date of filing the petition and also the future maintenance payable to her on or before the 5th day of every succeeding English calendar month. The parties hereto have mutually agreed to reduce the quantum of maintenance payable to the 1st Respondent from Rs.25,000/- (Rupees Twenty-Five Thousand



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Only) to Rs.14,000/- (Rupees Fourteen Thousand Only) per month with effect from 22.10.2010 **subject to the clause (g) of this Memorandum of Compromise.**

c) The Petitioner agreed to pay the arrears of maintenance at the rate of Rs.14,000/- (Rupees Fourteen Thousand Only) per month to the 1st Respondent and Rs.15,000/- (Rupees Fifteen Thousand Only) per month to the 2nd Respondent from the date of filing the petition i.e. on 22.10.2010 **subject to the clause (g) of this Memorandum of Compromise**, which works out as under:

DESCRIPTION	AMOUNT
A sum of Rs.14,000/- per month to the 1 st Respondent Smt.M.P. Nagalakshmi from 22.10.2010 to 22.10.2024 - 168 months at the rate of Rs.14,000/- per month	Rs.23,52,000/-
A sum of Rs.15,000/- per month to the 2 nd Respondent Rohan P. Ganpati from 22.10.2010 to 06.12.2013 (till attained majority) for 38 months at the rate of Rs.15,000/- per month	Rs. 5,70,000/-
TOTAL ARREARS DUE	Rs.29,22,000
LESS: Paid during the course of the proceedings in the Family Court	Rs.15,41,000/-
BALANCE PAYABLE:	Rs.13,81,000/-

The Petitioner has agreed to pay the arrears of maintenance up to October 2024 of Rs.13,81,000/- to the 1st Respondent by way of 4 equal monthly instalments, commencing from the month of November & December 2024, January 2025 and February 2025, payable as under without committing any default and **subject to the clause (g) of this Memorandum of Compromise.**

MONTH	AMOUNT PAYABLE WITHOUT DEFAULT
November 2024	Rs.3,45,250/-
December 2024	Rs.3,45,250/-
January 2025	Rs.3,45,250/-



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February 2025	Rs.3,45,250/-
TOTAL:	Rs.13,81,000/-

(d) The Petitioner agreed to pay the arrears of maintenance as mentioned in clause (c) supra, and future maintenance commence from the month of November 2024 onwards @ Rs.14,000/- (Rupees Fourteen Thousand Only) per month directly to the 1st Respondent's bank account either by way of bank transfer, RTGS, G-Pay or UPI transfer or any other electronic mode without committing any default. The Account Number of the 1st Respondent is as under:

ACCOUNT NUMBER	108401000024239
BANK	INDIAN OVERSEAS BANK
BRANCH	PERIYAR NAGAR
ACCOUNT TYPE	S.B ACCOUNT
IFSC CODE	IOBA0001084
G.PAY NUMBER	9840667524

e) The Petitioner agreed to pay the future maintenance commencing from the month of November 2024 onwards at the rate of Rs.14,000/- per month directly to the 1st Respondent's bank account as referred above by way of bank transfer or any other mode of electronic transfer over and above arrears of maintenance mentioned in clause (c) of the compromise without committing any default.

f) The Petitioner agreed to increase the maintenance charges at the rate of 10% on every 2 years on the then existing monthly maintenance payable to the 1st Respondent i.e. November 2026 onwards. The Petitioner has to pay the



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maintenance of Rs.15,400/- (Rupees Fifteen Thousand Four Hundred Only) per month and so on.

g) The 1st Respondent agreed to reduce the monthly maintenance of Rs.25,000/- to Rs.14,000/- subject to the condition that the Petitioner shall pay the arrears of maintenance of Rs.13,81,000/- by way of 4 equal monthly instalments commencing from November 2024 and future maintenance at the rate of Rs.14,000/- per month commencing from November 2024 onwards to the 1st Respondent's bank account on or before the 5th of every succeeding English calendar month without committing any default. If the Petitioner either commits default in payment of arrears of past maintenance or the future maintenance at the rate of Rs.14,000/- or fail to remit the enhanced maintenance in every 2 years, consecutively for 3 months, then the concession granted by the 1st Respondent will automatically revoked without any reference and the 1st Respondent is entitled to claim the entire arrears of maintenance at the rate of Rs.25,000/- per month from 22.10.2010 onwards and whatever payment has been made or remitted if any will be adjusted against arrears of maintenance as ordered by the Hon'ble Family Court in M.C. No. 477 of 2010 dated 27.02.2024, in accordance with law.

h) If the Petitioner commits any default in any one of the clauses in any manner, then the 1st Respondent is entitled to approach the Hon'ble Family Court for execution in accordance with law but also to initiate contempt proceedings as against the Petitioner for disobeying the Compromise recorded by this Hon'ble Court.



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i) The parties hereto jointly pray that this Hon'ble Court may be pleased to record this compromise and grant order and dispose the pending criminal revision petition in terms of this Memorandum of compromise

Dated at Chennai on this the 29th day of October 2024.


PETITIONER


COUNSEL FOR PETITIONER


1st RESPONDENT


COUNSEL FOR 1st RESPONDENT

5. Recording the joint memo of compromise entered between the petitioner and the respondent, the criminal revision petition stands disposed of. Consequently, connected miscellaneous petition is closed.

29.10.2024

Index: Yes/No
Speaking Order/Non-Speaking Order
Neutral Citation: Yes/No
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To

The V Additional Principal Judge,
V Additional Family Court,
Chennai.



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M.NIRMAL KUMAR, J.

cse

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