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Crl.O.P.No.9378 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 28.04.2025

CORAM

THE HONOURABLE MR.JUSTICE SUNDER MOHAN

Crl.O.P.No.9378 of 2025

I.Tikkaram

...Petitioner/Accused 1

Vs.

State rep by
The Inspector of Police,
All Women Police Station,
Poonamallee.
(Crime No.4 of 2025)

... Respondent

PRAYER: This criminal original petition has been filed under Section 482 of BNSS to enlarge the petitioner on anticipatory bail in Crime No.4 of 2025 pending investigation on the file of the respondent police.

For Petitioner : Mr.Sasindran K
For Respondent : Mr.S.Balaji
Government Advocate (Crl. Side)

ORDER

This Criminal Original Petition has been filed by the petitioner, who apprehends arrest at the hands of the respondent, seeking anticipatory bail in Crime No.4 of 2025 registered for the offence under Section 498 – A of IPC.



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2. The learned counsel for the petitioner would submit that the parties

have arrived at a settlement before the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras and has also filed a Joint Memo of Compromise dated 21.04.2025 and the same has been signed by both the petitioner and the defacto complainant. The scanned copy of the said memo reads as follows:

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

CRL OP No. 9378 of 2025

I.Tikkaram
S/o.Indiran,
No.21, Thirupurkumaran Street,
Udayavar Koil, Thirumazhisai,
Chennai- 600 124.

... Petitioner

-Vs-

The State represented by
The Inspector of Police
All Women Police Station,
Poonamallee. (Crime No. 4 of 2025

... Respondent

**JOINT MEMO OF COMPROMISE FILED BY PETITIONER AND DEFACTO
COMPLAINANT**

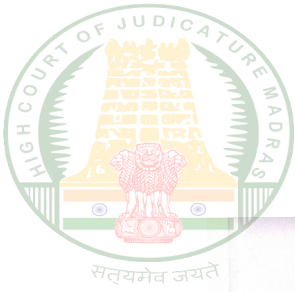
1. The Petitioner is Mr. I.Tikkaram, S/o R.Indiran, Hindu, Male, aged about 32 years Residing at No.21,Thirupur Kumaran Street, Udayar Kovil Colony, Thirumazhisai, Thiruvallur -600124.

2. The Defacto Complainant is Mrs. K.Anitha, W/o I.Tikkaram, Hindu, Female, aged 29 years, residing at, No.3/819, Avadi Road, Senneerkuppam, Poonamallee -600056.

The Petitioner and Defacto Complainant state as follows:

1. Based on Complaint lodged by the Defacto Complainant, the Respondent Police has registered the case against the Petitioner and his family members in Crime No.4 of 2025 on the file of All Women Police Station,

(I. TIKKARAM) *21/4/25* *14/2025*



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Poonamalle under Section 498-A. Thereafter the Petitioner approached this Hon'ble Court seeking anticipatory bail in the above case.

2. On 08.04.2025, this Hon'ble Court directed the petitioner and defacto complainant to appear before the Mediation and Conciliation Centre attached to this Hon'ble Court since the petitioner expressed his desire for reunion. Accordingly, both the parties have attended the mediation sessions held on 16.4.2025, 17.04.2025 and 21.04.2025. During the mediation process, the Petitioner and defacto complainant have conciliated the matter and decided that there is no possibility of any reunion as the marriage is irretrievably broken down beyond reconciliation and accordingly, they have decided to file divorce petition before the concerned court under Section 13 B of the Hindu Marriage Act seeking divorce on mutual consent. The terms and conditions of the settlement arrived at between the parties have been reduced into writing in the following terms:

1. The Petitioner hereby agrees to return the amount given by the Defacto Complainant at the time of Marriage for purchasing a Car ie. a sum of Rs.1,50,000/- (Rupees One Lakhs Fifty Thousand Only) to the Defacto Complainant on 29.04.2025 by way of Demand Draft infavour of the defacto complainant.

2. The Petitioner hereby agrees to return the Sreethana Articles of the Defacto Complainant on 29.04.2025. The Sreethana Articles are mentioned below.

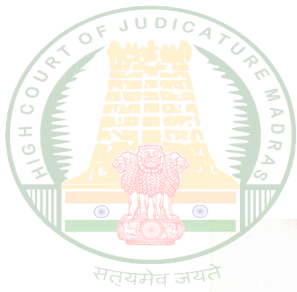
LIST OF STRIDHANA ITEMS TO BE RETURNED

Electronics

1. Sony TV
2. Air Conditioner (Haier)

Timur
21/4/25
(I. TIKKARAM)

Anitha
21/4/25
(Anitha, K)



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3. Refrigerator (Haier)
4. Washing Machine
5. Mixer Grinder
6. Grinder
7. Iron box
8. Table Fan

Furniture's

1. King size wooden cot
2. Sofa
3. Dressing table
4. Wooden Bero

Puja Items

1. Kuthhu Vilakku
2. Kamachi Amman Vilakku
3. Poo koodai
4. Mukkali
5. Sami
6. Pujai Padi stand
7. Bell
8. Copper thavalai
9. Pithala anda
10. Thavalai (6)
11. Anna koodai
12. Basket

Kitchen vessels

1. Gas stove
2. Gas cylinders (2 Nos)
3. Cooker
4. Stainless steel house hold items (101)

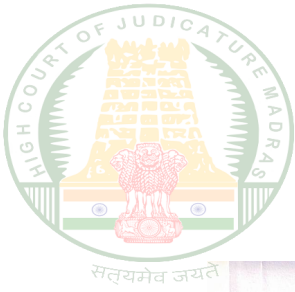
Dress items

1. Silk sarees - 2.
- Fancy sarees -
3. Chudithars -
4. Other dresses -

3. The Petitioner hereby agrees to return the Gold Articles of the Defacto complainant ie. Necklace weight about 2.5 Sovereigns on 07.06.2025. The

Timmy
21/4/25
(I. TIKKARAM)

Anitha K
21/4/25
(Anitha K)



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defacto complainant also agrees to return the Gold Articles of the Petitioner viz., Billai -1 piece, Manga Design – 2 piece, Thali Gundu- 12 Piece on 07.06.2025. The Thali (Mangalyam) will be returned to the petitioner at the time of filing Divorce Petition.

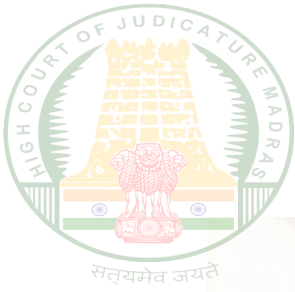
4. The Petitioner agrees to pay monthly maintenance to the Child viz., Master Darshan aged about 2 years 9 months (D.O.B. 13.07.2022)s till the Child attains Majority. The Monthly maintenance for the Child is arrived as a sum of Rs.10,000/- with effect from June, 2025 till 31.12.2026. Thereafter from January, 2027 the Petitioner agrees to pay enhanced monthly maintenance of Rs.15,000/- (Rupees Fifteen Thousand Only) to the Child (T.Dharshan) till the Child attains Majority. The petitioner agreed to pay the said maintenance amount to the child's bank account on or before 15th day of every English Calendar month.

5. The Petitioner agrees to Deposit a sum of Rs.3,00,000/- (Three Lakh Only) in any nationalized bank or Post office in favour of the Child Master T.Darshan. The Defacto Complainant Anitha will be the Guardian for the said Deposits. The Said Amount should be utilized for the Child Welfare, Educational and Medical Expenses. The Petitioner agrees to deposited the above said amount in the name of the Child on or before 17.07.2025. The deposit bond and other Documents of the deposits will be hand over to the Defacto Complainant on or before 17.07.2025.

6. The Petitioner undertakes to withdraw the Restitution of Conjugal relationship petition filed by him in HMOP No. 24 of 2025 pending on the file of

Dimmy
21/6/25
(I. TIKKARAM)

Anitha
21/6/25
(Anitha. K)



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Hon'ble Subordinate Judge at Poonamalle. Similarly, the defacto complainant is also undertakes to withdraw the petition in DVC.No.35 of 2024 pending on the file of Judicial Magistrate-II at Poonamalle. The Petitioner and defacto complainant agreed to file a divorce petition under Section 13-B of the Hindu Marriage Act for dissolution of marriage by mutual consent along with the proof affidavit, waiver petition and other applications to effect divorce by Mutual Consent.

7. The defacto complainant agreed to give no objection to quash the F.I.R registered against the petitioner and his family members in Crime No.4 of 2025 on the file of All Women Police Station, Poonamalle under Section 498-A. The defacto complainant will extend her full co-operation for quashing the said F.I.R. on the ground of compromise and agreed to appear before this Hon'ble Court at the time of hearing the quash petition.

8. The Petitioner and the defacto complainant are agreed that they do not make any other claim against each other except the above Clauses mentioned in this Joint Compromise memo.

Dated at Chennai on this the 21st day of April 2025.

Timmur
21/4/25
(I. TIKKARAY)
PETITIONER

Anitha
21/4/25
(Anitha, K)
DEFACTO COMPLAINANT



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3.The learned Government Advocate (Crl. Side) appearing for the respondent police confirmed the fact that the settlement has been arrived at between the parties before the Mediation Centre.

4. Considering the aforesaid facts, this Court is inclined to grant anticipatory bail to the petitioner with certain conditions:

5.Accordingly, the petitioner is ordered to be released on bail in the event of arrest or on his appearance, within a period of fifteen days from the date of receipt of copy of this order, before the **Judicial Magistrate – I, Poonamallee**, 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 said Magistrate, on further condition that:

[a] 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;



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SUNDER MOHAN, J.

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

[d] the petitioner shall not tamper with evidence or witness 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]***;

[f] If the accused thereafter absconds, a fresh FIR can be registered under Section 269 B.N.S.

28.04.2025

rkp

Copy to:

- 1.The Inspector of Police,
All Women Police Station, Poonamallee.
- 2.The Judicial Magistrate – I, Poonamallee
- 3.The Public Prosecutor, High Court, Madras.

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