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Crl.R.C.No.1446 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 18.06.2025

CORAM

THE HON'BLE MR.JUSTICE G.K.ILANTHIRAIYAN

Crl.R.C.No.1446 of 2023 &
Crl.M.P.No.12536 of 2023 & Crl.M.P.No.1377 of 2024

1. Ambika
2. Minor Hasini ... Petitioners

Vs.

1. Arunachalam @ Arun
2. Muthaiah
3. Adaikkammai ... Respondents

Criminal Revision Case filed under Section 397 r/w 401 of Cr.P.C.,
to call for the records and set aside the Order dated 20.02.2023 made in
Crl.Appeal No.118 of 2019 on the file of the V Additional Sessions Court,
Chennai and the order dated 12.12.2019 made in M.C.No.21 of 2014 on
the file of learned XXIII Metropolitan Magistrate, Saidapet.

For Petitioner : Ms.D.Kamatchi

For Respondents : Mrs.M.Meenarukmani for
Mr.L.Palanimuthu for R1 to R3



Crl.R.C.No.1446 of 2023

ORDER

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The present Revision has been preferred to set aside the Order dated 20.02.2023 made in Crl.Appeal No.118 of 2019 on the file of the V Additional Sessions Court, Chennai and the order dated 12.12.2019 made in M.C.No.21 of 2014 on the file of learned XXIII Metropolitan Magistrate, Saidapet.

2. Heard the learned counsel on either side and perused the documents placed on record.

3. Upon perusal of the entire records, the trial court has partly allowed the petition, [viz., seeking for return of seethana articles filed by the petitioners] and ordered for the return of the Sridhana properties including gold jewels, silver articles and other household articles by the respondents 1 to 3 to the 1st petitioner and also granted the monthly maintenance amount of Rs.10,000/- under Section 20(1)(d) of DV Act, to the 2nd petitioner payable by the 1st respondent on the 5th day of every English Calender month either in-person or by way of demand draft and partly dismissed the petition by rejecting the reliefs of protection order, residential order and monetary relief claimed by the 1st petitioner. As



Crl.R.C.No.1446 of 2023

against the same, the petitioners have preferred Crl.A.No.118 of 2019 before the appellate court and the same was dismissed. Aggrieved by the same, the petitioners have come up with the present Revision.

4. While pending present Revision, the matter has been referred before the Mediation and Conciliation Centre for an amicable settlement between the parties. Accordingly, the parties appeared before the mediation and settled the dispute by way of Settlement Agreement dated 03.03.2025. The said settlement is duly signed by the parties and the same is reproduced hereunder:-

"This Settlement Agreement entered into on 03.03.2025 between Mrs.Ambika & another and Mr.Arunachalam @ Arun & 2 Others

Whereas

1. Disputes and differences had arisen between the parties hereto and Crl.R.C.No.1446 of 2023 was filed on 28.04.2023 before the High Court of Madras.

2. The matter was referred to High Court Mediation Conciliation Center at High Court vide an order dated 06.12.2024 passed by Mr.Hn'ble Justice Sunder Mohan

3. The High Court Mediator and Conciliation Center appointed Ms.Vijayakumari Natarajan & M.Dhandayuthapani to act as their Mediators and parties were represented by



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CrI.R.C.No.1446 of 2023

Mr.T.Sivagnanam, PoA of petitioners, Mr.Muthiah and Mrs.Adaikkammai, respondents 2 and 3 appear for themselves and R1 Mr.Arunachalam is represented through his power of attorney agent Mr.Muthiah R2.

4. Several meetings were held during the process of Mediation / Conciliation from 03.01.2025 to 03.03.2025 and the parties have with the assistance of Mediators voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.

5. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediators.

6. The following settlement agreement has been arrived at between the parties hereto:

A. The 1st petitioner and the respondents herein had agreed to cooperate with each other for opening of their lockers - (1) In Bank of Baroda at Pudhuvaial Branch - Locker No.135 and (2) in Tamilnadu Gramini Bank at Karaikudi Branch - Lockers No.L91 and L97 and mutually exchange their belongings such as jewels, silver articles as per the list of the petitioner and other items at Puduvayol, Madurai and other items belonging to the other party, between themselves and consented to cooperate with each other for smooth transaction.

B. The custody of the Minor Child by name Ms.Hasini, the 2nd petitioner herein, aged about 16 years will remain permanently only with the 1st petitioner and the 1st respondent had relinquished his visitation rights over the child and will not



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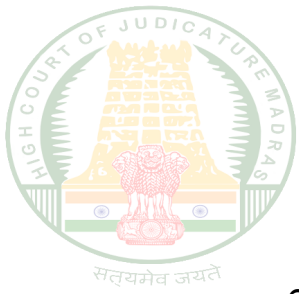
claim custody of the minor child in future.

C. The Sridhana money of Rs.20,00,000/- [Rupees twenty lakhs only] received at the time of marriage held on 24.10.2007 between the 1st petitioner and the 1st respondent have been invested in a housing plot at Sriperumpudur taluk in the name of the 1st petitioner and also in shares in the stock market in the joint names of the 1st petitioner and the 1st respondent. As the 1st petitioner expressed that she is not willing to receive the investments made out of the sridhana money and had agreed to receive a sum of Rs.50,00,000/- (Rupees fifty lakhs only) in lieu of those investments, the respondents had also agreed for the same i.e., to pay a sum of Rs.50,00,000/- to the first petitioner.

D. In turn, the 1st petitioner shall transfer the Sriperumpudur Taluk housing plot bought in her name with the Sridhana Money in favour of the respondents herein or any of their nominees.

E. The 1st petitioner shall transfer the shares purchased in the joint names of herself and the 1st respondent with the Sridhana Money in favour of the 1st respondent and shall cooperate with the 1st respondent in closing the (1) DEMAT Account and the (2) linked SB account opened in the joint names of the 1st petitioner and the 1st respondent in HDFC Bank for share related transactions.

F. The respondents have agreed to pay a sum of Rs.1,00,00,000/- (Rupees one crore only) by way of Demand Drafts/ RTGS to the petitioners in full and final settlement of their rights in the ancestral properties.



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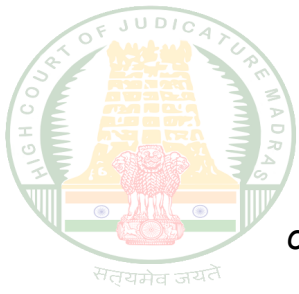
CrI.R.C.No.1446 of 2023

G. There shall be no other claims by either parties against either party and these terms shall be the full and final settlement between parties.

H. The petitioners and the respondents hereby agree that in view of the compromise settlement as above, either of them do not have any other claim of right or charge over immovable and movable properties including ancestral properties held by the other and also their financial and bank accounts, if any acquired or to be acquired by either of them in the future either in India or abroad and there shall be no right of recourse against each of the parties on any other claims.

I. The 1st respondent had already preferred a petition for Divorce in FAM-2109-095-004467 before the Family Court at Auckland in New Zealand which was contested by the 1st petitioner and was allowed on 9th August 2020 granting divorce dissolving marriage solemnized between the 1st petitioner and the 1st respondent solemnized on 24.10.2007. The parties hereto confirm and declare that the order of Divorce passed by the Family Court at Auckland is binding upon the 1st petitioner and the 1st respondent and as such the marriage held on 24.10.2007 at Koppanapatti village in Pudukotti District according to the Hindu rites and customs stood dissolved and the petitioners shall not raise any objections to the said decree of divorce in any manner.

J. The parties hereto agree to co-operate amongst themselves in exchange of articles and to banking and other financial transactions aforesaid which now stands either in both



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CrI.R.C.No.1446 of 2023

of their names or in the name of the 1st petitioner.

The following tentative dates are agreed between the parties for the completing the transactions;

(i) The respondents have agreed to pay a sum of Rs.50,00,000/- (Rupees fifty lakhs only) in the name of the 1st petitioner within two weeks from the date of this settlement.

(ii) 04.03.2025 - The 1st petitioner shall come to the Sub-Registrar office at Sriperumbudur for execution of the sale deed in respect of land that stands in the name of the 1st petitioner to the nominees of the respondents.

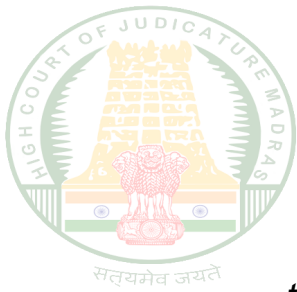
(iii) 10.03.2025 - Both parties agreed to come to HDFC Bank, Chennai for activating the Demat Account and the savings bank account in connection with the company shares which has become dormant.

(iv) 12.03.2025 - Both parties shall come to the Banks at Karaikudi and Pudukkottai for exchange of jeweleries belonging to the respective parties.

(v) 15.03.2025 - The 1st petitioner shall come to Madurai and clear all her belongings lying in the house of the respondents.

(vi) The respondents have agreed to pay the entire sum of Rs.1,00,00,000/- (Rupees One Crore only) within a period of three months from today i.e., signing of this Settlement Agreement.

K. There is no collusion between the parties in filing this Memo of Compromise and similarly there is no compulsion or fraud or undue influence etc., in filing this memo of compromise.



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Crl.R.C.No.1446 of 2023

7. By signing this Agreement, the parties hereto state that they have no further claims or demands against each other with respect to Crl.R.C.No.1446 of 2023 and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of conciliation / Mediation."

The above said settlement agreement shall form part of this order. Accordingly, the present Criminal Revision Petition is disposed of as per terms and conditions of the Settlement Agreement dated 03.03.2025. Consequently, connected miscellaneous petitions are closed.

18.06.2025

Index : Yes/No
Internet : Yes/No
Speaking /Non-Speaking order
ssd

To

1. The V Additional Sessions Court,
Chennai
2. The XXIII Metropolitan Magistrate,
Saidapet.
3. The Public Prosecutor,
High Court, Madras

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Crl.R.C.No.1446 of 2023

G.K.ILANTHIRAIYAN, J.,

ssd

Crl.R.C.No.1446 of 2023

18.06.2025