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Crl.OP.No.27364 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **02-04-2025**

CORAM

THE HONOURABLE MR JUSTICE SUNDER MOHAN

CRL OP NO. 27364 of 2024

AND CRL MP NO. 15649 OF 2024

1. Shiva Anand

2.Renuka

3.Saravanan

4.Ramya

CR.NO.7 OF 2024.

Petitioner(s)

Vs

The State Rep By Its,
Inspector of Police R-9, All Women Police Station,
Valasaravakkam, Chennai.

...Respondent(s)

CRL MP NO. 15649 of 2024

B.Shwetha

.. Appellant(s)

vs.

1.Shiva Ananad

2.Renuka

3.Saravanan

4.Ramya

5.Inspector of Police R-9, All Women Police Station,
Valasaravakkam, Chennai.

.....Respondent(s)



Crl.OP.No.27364 of 2024

For Petitioner(s):

Mr.S.Vellidoss

For Respondent(s):

Mr.S.Balaji

Government Advocate (Crl.Side)

CRL MP NO. 15649 of 2024

For Intervenor:

M/s.R.Sripriya

ORDER

The petitioners, who apprehends arrest at the hands of the respondent police for the offences punishable under Sections 294(b), 342, 406, 498-A and 506 (i) of IPC and Section 4 of the Dowry Prohibition Act and Section 4 of Tamil Nadu Prohibition of Harassment of Woman Act, 2002 in Crime No.7 of 2024, on the file of the respondent police, seek anticipatory bail.

2. The petitioners are the husband, mother-in-law, brother-in-law and brother-in-law's wife of the defacto complainant.

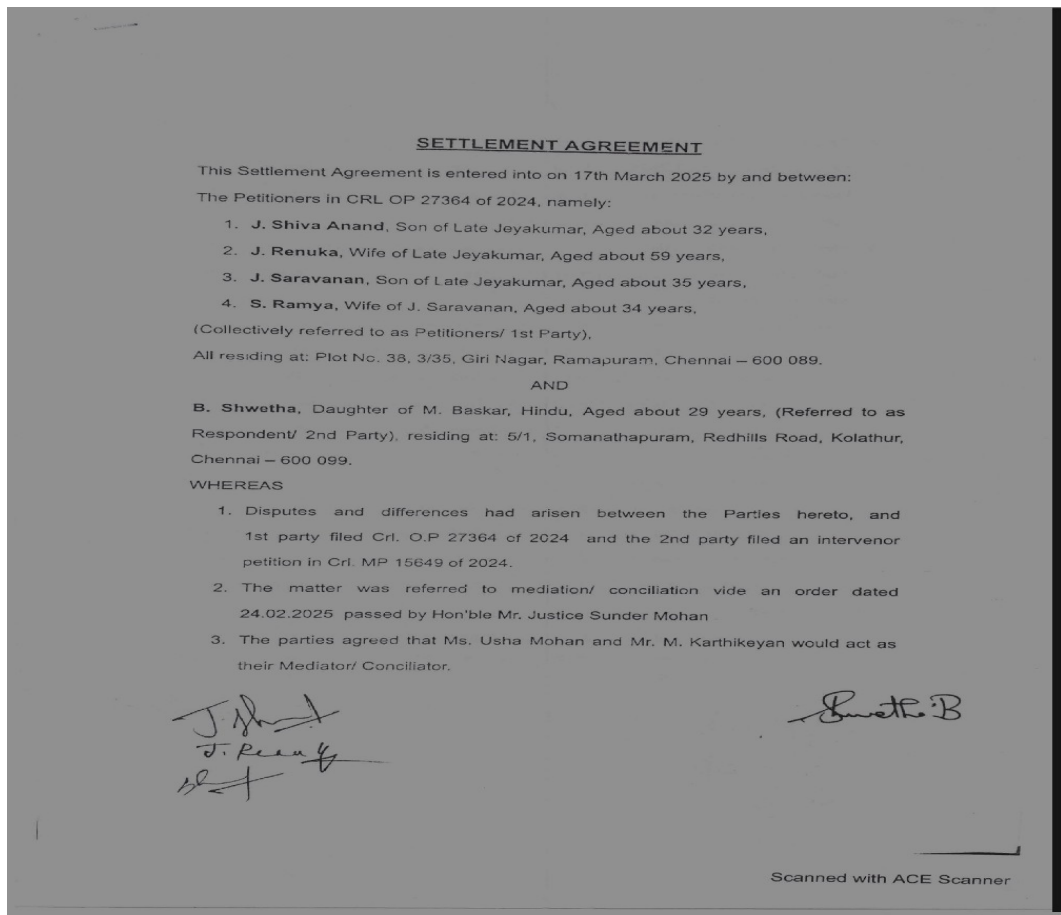
3.The case of the prosecution is that, the petitioners had caused cruelty to the defacto complainant on account of dowry demand; that the first petitioner had pledged all the sreedhana jewels without her knowledge. Hence, the complaint.

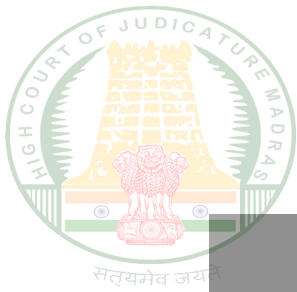


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4. When the matter was listed earlier, the parties were referred to mediation. It is now reported that both the parties have arrived at a compromise and have reduced the terms of compromise into writing. The scanned copy of the settlement agreement dated 17.03.2025 entered into between them is, as follows:





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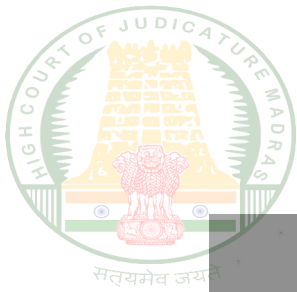
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4. Several meetings were held during the process of Mediation/Conciliation from 28.02.2025 to 17.03.2025 and the parties have with the assistance of the Mediator / Conciliator, voluntarily arrived at an amicable solution resolving the above-mentioned 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 Mediator/Conciliator.
6. The following settlement has been arrived at between the Parties hereto :
 - A. As recorded in the report, the property located in Kanchipuram District, Sriperumbudur Taluk, No: 104, Navalur Village, Patta No: 708, Old Survey No: 198/2, New Survey No. 198/2A shall be settled and registered in the name of Ms. B. Shwetha, free from any encumbrances, within a strict period of three (3) months from the date of execution of this Settlement Agreement.
 - B. The property in dispute holds an estimated Market value of Rs. 62,50,000/-, which is equivalent to 97 sovereigns of gold as per the valuation. However, as per the terms of the Memorandum of Understanding (MoU), the claim being made is for 180 sovereigns of gold.
 - I. Previously, 24 (23.5) sovereigns of gold and a few silver Articles were returned through earlier mediation that happened on 06.12.2024.

J. Shetty
J. Rana
Shetty

Shwetha B

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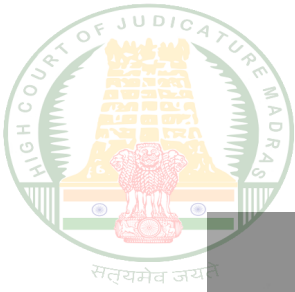
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- II. Additionally, a sum of **Rs. 5,00,000/-** was provided via demand draft (DD) for marriage expenses.
- III. The remaining gold to be settled stands at **156 sovereigns of gold**.
- IV. Given that the property valuation of Rs. 62,50,000/- accounts for **97 sovereigns**, the outstanding balance is **59 sovereigns of gold**, which must be returned in either of the following forms:
1. As physical gold jewelry, originally given as stridhan to Ms. B. Shwetha or
 2. As monetary compensation, totaling **Rs. 35,00,000/-**
- C. The balance amount due to Ms. B. Shwetha shall be settled in full, or, in lieu thereof, the gold jewelry belonging to Ms. B. Shwetha shall be duly returned within six (6) months from the date of execution of this Settlement Agreement.
- D. For security purposes and to ensure strict compliance with the above-mentioned conditions, Mr. J. Shiva Anand undertakes to issue two security cheques as follows:
- Cheque No. 008 705, State Bank of India, Ramapuram branch shall serve as security for the fulfilment of the condition stipulated in Clause A of this settlement agreement.
 - Cheque No. 008 706, State Bank of India, Ramapuram branch shall serve as security for the fulfilment of the condition stipulated in Clause B (IV) of this settlement agreement. Each cheque shall be returned only upon complete and verifiable fulfilment of its respective condition.

J. Shiva Anand
J. Ranganath
A. S.

Shwetha B.

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E. If the first condition is fulfilled within three (3) months, the Settlement Agreement shall proceed as planned. However, if the first condition is not met within the stipulated time frame, the Settlement Agreement shall be **FORFEITED**. The fulfilment of the first condition ensures the trustworthiness and genuine intent of the Petitioners in **CRL OP No. 27364/2024 (Women Harassment)**.

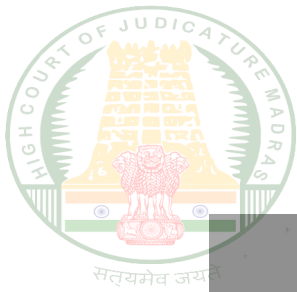
F. Mr. B. Shiva Anand undertakes and ensures that Ms. B. Shwetha's name will be removed from all records as a "Guarantor" related to the loan from Shriram Finance, specifically Agreement No. **TNAGATF2306090015** of **Mr./Ms. Renuka J.** Mr. J. Shiva Anand further affirms full responsibility for the loan, ensuring that Ms. B. Shwetha has no liability whatsoever. Mr. B. Shiva Anand shall bear full responsibility for the above-mentioned loan.

G. Both the parties to the agreement shall withdraw their respective cases, i.e., **CRL OP 27364 /2024 & CRL MP 15649/2024** before the Hon'ble High Court, Madras, as well as **HMOP 2295/2024 & HMOP 3376/2024**, currently pending before the Hon'ble Family Court at Chennai. This withdrawal shall take place on the date of the second motion in the mutual consent divorce petition only if all the above-mentioned conditions of this agreement are fulfilled.

J. Renuka J.
J. Renuka J.
J. Renuka J.

B. Shwetha B.

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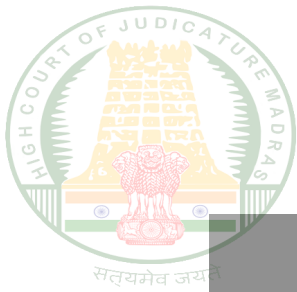
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- H. Both parties undertake and agree to file a compromise affidavit to quash the criminal case before the Hon'ble High Court, Madras. It is further agreed that all petitioners in the said case shall be mandatorily present before the Hon'ble High Court, Madras, at the time of filing the compromise affidavit, ensuring due compliance with legal requirements.
- I. Both parties will agree that they shall not escalate or aggravate their relationship, and both parties shall consent to a divorce by mutual consent, fully cooperating in the necessary legal procedures before the Hon'ble Family Court at Chennai.
- J. Furthermore, both parties mutually agree and undertake that upon the granting of divorce, neither shall have any claim, right, or interest over the movable or immovable properties owned by the other, thereby ensuring a complete and final financial and proprietary separation.
- K. Both parties shall refrain from making derogatory, defamatory, or negative remarks in any public or private forum.
- L. The terms and conditions of this settlement shall not be subject to unilateral modification by either party. Both parties shall comply with the terms of this settlement in letter and spirit. In case of violation of any of the above terms both parties have the liberty to reopen the above-cases mentioned and shall obtain the necessary legal remedy from this Hon'ble Court.

J. Renu
J. Renu
[Signature]

[Signature] B

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M. This agreement shall proceed only if all the petitioners in CRL OP No. 27364/2024 (Women Harassment) are present in person and provide their voluntary consent for signing this settlement agreement, free from coercion, undue influence, or external pressure.

N. If any party commits a breach, all related cases pending before the Court shall be automatically reopened without the need for any further intimation.

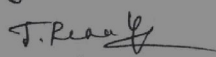
O. The parties have entered into this settlement voluntarily, of their own free will and volition, without any coercion, undue influence, or external pressure.

P. This agreement must be honored in full within the stipulated six-month period to avoid legal consequences.

7. By signing this Agreement, the Parties hereto state that they have no further claims or demands against each other with respect to CRL OP No 27364/2024, CRL MP 15649/2024, HMOP 3376/2024 & HMOP 2295/2024, and all disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Conciliation / Mediation.

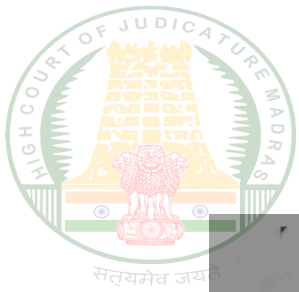
Date: 17.03.2025

Place: The Tamil Nadu Mediation and Conciliation Centre, High Court of Madras Campus, Chennai.




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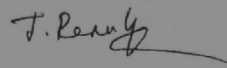


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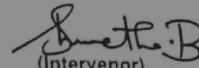
PARTIES SIGNATURE :


(1st Petitioner)


(2nd Petitioner)

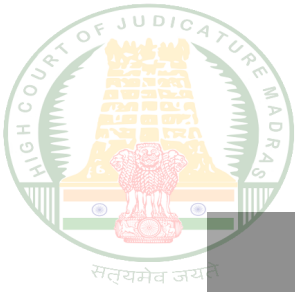

(3rd Petitioner)

(4th Petitioner)


(Intervenor)

COUNSELS' SIGNATURE:

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भारतीय स्टेट बैंक
State Bank Of India

(18227)-RAMAPURAM
34B AND 34C
SRI GANDHAM NADU INDUSTRIAL AVENUE VALLUVAR SALAI RAMAPURAM 600062
Tel: 44 2248319 Fax: IFS Code: SBIN018227 SWIFT:

वैधता अवधि: 3 महीने के लिए (VALID FOR 3 MONTHS ONLY)
17/06/2025
D D M M Y Y Y Y

PAY B. Shwetha
रुपये RUPEES Sixty Two Laks Fifty thousand only
या धारक को OR BEARER

अवा करे ₹ 62,50,000/-

चैक नं. 20389281386
SB ACCOUNT
PREFIX: 0523600093
MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

SHIVA ANAND J
Please sign above

1808705 600002278 001103 31

भारतीय स्टेट बैंक
State Bank Of India

(18227)-RAMAPURAM
34B AND 34C
SRI GANDHAM NADU INDUSTRIAL AVENUE VALLUVAR SALAI RAMAPURAM 600062
Tel: 44 2248319 Fax: IFS Code: SBIN018227 SWIFT:

वैधता अवधि: 3 महीने के लिए (VALID FOR 3 MONTHS ONLY)
17/09/2025
D D M M Y Y Y Y

PAY B. Shwetha
रुपये RUPEES Thirty Five Laks only
या धारक को OR BEARER

अवा करे ₹ 35,00,000/-

चैक नं. 20389281386
SB ACCOUNT
PREFIX: 0523600093
MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

SHIVA ANAND J
Please sign above

1808706 600002278 001103 31

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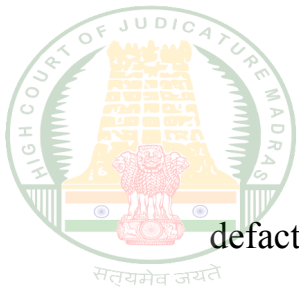


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5. Learned counsel for the intervenor/defacto complainant would submit that the 4th petitioner has not signed the agreement and hence, if she later disputes the settlement of agreement, the defacto complainant would be put to irreparable loss.

6. Learned counsel for the petitioners submitted that the terms of settlement would make it clear that the terms of settlement would not be affected merely because the 4th petitioner had not signed the agreement. He further submitted that the 4th petitioner is the Sister in law of the first accused and because of this case, she and her husband are not in good terms. He further submitted that the petitioners had handed over two cheques bearing Nos.008705 and 008706 as security for fulfilling the conditions stipulated in Clause 6 (B)(iv) of the settlement agreement.

7. According to the terms of agreement, the petitioners shall hand over the jewels of 59 sovereigns of gold and a sum of Rs.35,00,000/- as monetary compensation to the defacto complainant, within a period of six months and also to register a property situated in Kanchipuram District in favour of the



defacto complainant within a period of three(3) months from the date of execution of this settlement agreement.

8. This Court also finds that the fact the fourth petitioner had not signed the settlement agreement would not affects the terms of settlement as the other petitioners are bound by the settlement agreement. Hence, this Court is inclined to grant anticipatory bail to the petitioners with certain conditions.

9. Accordingly, the petitioners are ordered to be released on bail in the event of arrest or on their appearance, within a period of fifteen days from the date on which the order copy made ready, before **the learned Judicial Magistrate No.1, Poonamallee** on condition that the petitioners shall execute a separate bond for a sum of **Rs.10,000/- (Rupees Ten Thousand only) each with two sureties** 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 petitioners and the sureties shall affix their



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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 petitioners shall report before the respondent police, everyday at 10:30 a.m., until further orders;

[c] the petitioners shall not tamper with evidence or witness either during investigation or trial.

[d] the petitioners 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 petitioners in accordance with law as if the conditions have been imposed and the petitioners 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 abscond, a fresh FIR can be registered under Section 269 of B.N.S.

10. Post the matter after three months for reporting compliance and **CRL MP NO. 15649 OF 2024 is ordered as prayed for.** If the petitioners fails to comply any of the conditions, it is needless to say that the defacto



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complainant is entitled to file cancellation of bail petition.

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02-04-2025

msv

To

1. The Judicial Magistrate No.1, Poonamallee

2. The Inspector of Police
All Women Police Station,
Valasaravakkam, Chennai.

3. The Public Prosecutor,
Madras High Court.

SUNDER MOHAN,J.



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CrI.OP.No.27364 of 2024

msv

**CRL OP NO. 27364 of 2024
AND CRL MP NO. 15649 OF 2024**

02-04-2025