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Crl.R.C.No.2714 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17-12-2025

CORAM

THE HONOURABLE MR.JUSTICE SUNDER MOHAN

CRL RC No. 2714 of 2025

1. S.Amutha
W/o. Senguttuvan

2. S.Subhashini
D/o. Senguttuvan

3. S.Divyadharshini
D/o. Senguttuvan,

All are residing at
No.251/385A, 5th Street,
B.V.Colony,
Vysarpadi,
Chennai - 600 039.

...Petitioners/Petitioners

Vs

M.Senguttuvan
S/o.V.Muniyan,
No.251/385A,
5th Street, B.V.Colony,
Vysarpadi, Chennai - 600 039.

Now residing at No.9, VOC Street,
Moolakkadai, Chennai - 600 060.

...Respondent/Respondent



CrI.R.C.No.2714 of 2025

PRAYER : Criminal Revision Petition has been filed under Section 438 r/w 442 of BNSS praying to call for the records related to the order dated 14.10.2025 passed in M.C.No.296 of 2025 on the file of the II Additional Family Court, Chennai and set aside the same and consequently disposed of it as per the settlement agreement dated 22.09.2025 arrived at court mediation center.

For Petitioners: Mr.B.Thiyagarajan

For Respondent: No Appearance

ORDER

The revision challenges the order of the learned II Additional Principal Judge, Family Court, Chennai, in M.C.No.296 of 2025 dated 14.10.2025, dismissing the petitioners' application filed under Section 144 of the Bharatiya Nagarik Suraksha Sanhita (BNSS) Act as dismissed as withdrawn.

2. Pending the proceedings under Section 144 of the Bharatiya Nagarik Suraksha Sanhita (BNSS) Act [corresponding to Section 125 of the Code of Criminal Procedure (Cr.P.C.)], the parties arrived at a settlement.

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As per the settlement, the respondent/husband agreed to pay a sum of Rs.28,000/- (Rupees Twenty Eight Thousand Only) in total to the petitioners herein. A Settlement Agreement was also entered into between the parties on 22.09.2025 and was filed before the learned II Additional Principal Judge, Family Court at Chennai. The respondent/husband had agreed that he would instruct his employer to credit the said sum of Rs.28,000/- (Rupees Twenty Eight Thousand Only) from his salary to the account of the first petitioner/wife maintained at the State Bank of India, Perambur Branch, Chennai.

3. Mr. B. Thiyagarajan, the learned counsel for the petitioners, would submit that after the Settlement Agreement was entered into between the parties, the matter was mentioned before the learned Judge who after recording the fact that the matter was settled in the Mediation had passed the impugned order. He would submit that in view of the said order, the respondent is unable to inform his employer to debit a sum of Rs.28,000/- (Rupees Twenty Eight Thousand Only) from his salary and credit it to the account of the first petitioner.



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4. Though notice has been sent to the respondent, none has entered an appearance.

5. The impugned order acknowledges the fact that the parties have arrived at a settlement in the Mediation. The Settlement Agreement dated 22.09.2025 produced by the petitioners shows that the respondent had agreed to pay Rs.28,000/- (Rupees Twenty Eight Thousand Only) as monthly maintenance and also to inform his employer to credit the said amount to the account of the first petitioner. Therefore, it is made clear that M.C.No.296 of 2025 dated 14.10.2025, is disposed of in terms of the Settlement Agreement dated 22.09.2025. The respondent shall pay a sum of Rs.28,000/- (Rupees Twenty Eight Thousand Only) as monthly maintenance to the petitioners as agreed by him in the Settlement Agreement dated 22.09.2025. If the respondent fails to pay the said amount, it is needless to say that the respondent's employer is entitled to deduct the said amount and pay the amount to the account of the first petitioner.



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6. With the above observations, this Criminal Revision is disposed of.

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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No



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SUNDER MOHAN J.
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