



CRL OP(MD). No.14738 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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Dated : 25/09/2025

CORAM

THE HONOURABLE MR. JUSTICE SUNDER MOHAN

CRL.O.P(MD)No.14738 of 2025

1. C.Balakrishna Moorthy

2. Chellan

3. Thangam

4. Karpagavalli

... Petitioners

Vs

1.The State of Tamil Nadu,
Rep. by the Inspector of Police,
All Women Police Station,
Kuzhithurai, Kanyakumari District.

2.Raichel C. Raj

... Respondents

PRAYER :- Criminal Original Petition filed under Section 528 of Bharathiya Nagarik Suraksha Sanhita, 2023, to call for the records pertaining to the impugned Charge Sheet in C.C.No.252/2013 on the file of the Judicial Magistrate No.I, Kuzhhithurai and quash the same as illegal as far as the petitioners/accused No.1 to 4.

For Petitioners : Mr.L.Shaji Chellan,

For R1 : Mr.K.Sanjai Gandhi
Government Advocate (Crl.Side)



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For R2 : Mr.C.Suresh Kannan

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ORDER

The petitioners seek to quash the impugned Charge Sheet in C.C.No.252/2013, on the file of the Judicial Magistrate No.I, Kuzhhithurai, which was filed for the offences under Sections 498(A) and 406 IPC.

2.The allegation in the charge sheet is that the first petitioner and the defacto complainant are husband and wife and that the petitioners harassed the defacto complainant on account of a dowry demand and thus, committed the aforesaid offences.

3.The learned counsel for the petitioners and the learned counsel for the defacto complainant/the second respondent would submit that the parties have now entered into a compromise on the advise of the elders and well-wishers and both the parties have agreed that the impugned charge sheet may be quashed.

4.The parties have also filed a joint compromise memo. The scanned copy of the compromise memo reads as follows:



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**IN THE HIGH COURT OF JUDICATURE MADRAS
AT MADURAI BENCH
(Criminal Original Jurisdiction)**

**CrI.O.P.(MD).No. 14738 of 2025
against
C.C.No. 252 of 2013
(On the file of the Judicial Magistrate No.I, Kuzhithurai)**

1. C.Balakrishna Moorthy (M/37 years)
S/o. P. Chellan
Pon Illam Vilathivilai,
Kappukad Post, Kunnathoor Village,
Vilavancode Taluk, Kanyakumari District.

Now residing at :

QTR No – D-117, NH-17B,
BITS Pilani, K.K.Birla, Goa Campus,
VTC : Zuaringar S.O,
South Goa District, Goa - 403726

2. Chellan (M/70 years)
S/o. Ponnann Perumal @ Ponnann,
Pon Illam, Vilathivilai,
Kappukad Post,
Kunnathoor Village,
Vilavancode Taluk,
Kanyakumari District.

Now residing at :

11-107, Annai Illam,
Vilathivilai, Vilathurai,
Kappukadu, Vilavancode Taluk,
Kanyakumari District

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2nd Respondent /Defacto-complainant

[Signature]
Counsel for 2nd Respondent

Petitioners/Accused No.1 to 4

[Signature]
Counsel for Petitioners



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**IN THE HIGH COURT OF JUDICATURE MADRAS
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C.C.No. 252 of 2013

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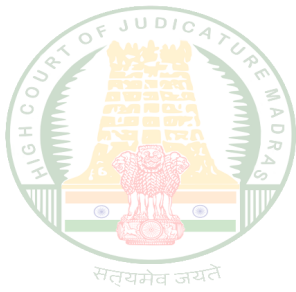
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2nd Respondent /Defacto-complainant

Counsel for 2nd Respondent

Petitioners/Accused No.1 to 4

Counsel for Petitioners



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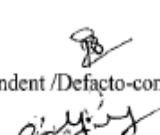
2. Raichel C. Raj (F/35 years)
W/o. C. Balakrishna Moorthy,
No.24/43, Karumbumavilai,
Kurumathoor, Kuzhithurai Post,
Kaliakkavilai Village,
Vilavancode Taluk,
Kanyakumari District. ... 2nd Respondent/Defacto Complainant

JOINT COMPROMISE MEMO
FILED BY THE PETITIONERS AND THE 2nd RESPONDENT

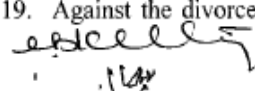
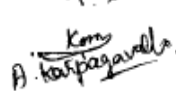
The petitioners and the 2nd respondent entered into a compromise and submit as follows :

- 1) The petitioners are accused in C.C.No.252/2013 on the file of the Judicial Magistrate No.I, Kuzhithurai and the 2nd respondent is the defacto complainant therein. The 1st petitioner and the 2nd respondent got married on 18-05-2006 and they have a child namely Akshara R Moorthy, aged 14 years. Serious misunderstandings and disputes arose between the 1st petitioner and the 2nd respondent and they got permanently separated from the year 2012. Now, both parties mediated the disputes between them and settled all their issues amicably and finally, as per the following terms.

- 2) The marriage solemnized between the 1st petitioner and the 2nd respondent was dissolved through a divorce decree granted by the learned Additional District Judge, Nagercoil in O.P.No.357/2016 on 01-03-2019. Against the divorce


2nd Respondent /Defacto-complainant

Counsel for 2nd Respondent



Petitioners/Accused No.1 to 4

Counsel for Petitioners



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judgment, the 2nd respondent filed on appeal to this Hon'ble High Court and the same is pending in C.M.A (MD)No.616/2019. Now by this compromise the 2nd respondent hereby declares that she accepts the said divorce and she undertakes to withdraw the C.M.A (MD).No.616/2019 forthwith.

3) The 2nd respondent/defacto complainant declares that all the disputes are settled and she is not willing to prosecute the case in C.C.No.252/2013 on the file of the Judicial Magistrate No.I, Kuzhithurai and she has no objection to quash the above said criminal case against the petitioners by this Hon'ble High Court.

4) The 2nd respondent and her daughter has filed M.C.No.12/2013 before the learned Judicial Magistrate No.I, Kuzhithurai and in that case the 1st petitioner was ordered to pay a monthly maintenance of Rs.10,000/- (Ten Thousand) to the 2nd respondent and her daughter. The 2nd respondent being a PhD Scholar and employed, in pursuant to this compromise, hereby relinquish and waive all her maintenance rights of past, present and future, from the 1st petitioner.

5) As per the compromise and final settlement, for the future well being, higher studies and marriage expenses etc of his daughter Akshara R.Moorthy, the 1st petitioner agrees to pay a permanent alimony and one time settlement

exactly
A. Karupagaraj

2nd Respondent /Defacto-complainant

Counsel for 2nd Respondent

Petitioners/Accused No.1 to 4

Counsel for Petitioners



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amount of Rs.25,00,000/- (Twenty Five Lakh). Out of the said one time permanent alimony, Rs.15,00,000/- (Fifteen Lakh) is paid in the name of Akshara R. Moorthy by way of a demand draft bearing No. 354645 dated 22.09.2025 drawn on Tamilnadu Mercantile Bank, Kappukadu Branch. The 2nd respondent undertake to encash the above said demand draft for rupees fifteen lakhs in the SB Account No.236001000025593 of Akshara R. Moorthy in Indian Overseas Bank, Kaliakkavilai Branch and then deposit the same as a fixed deposit till her daughter attains the age of majority. For the present maintenance of Akshara R Moorthy, the remaining Rs.10,00,000/- (Ten Lakh) is paid in the name of the 2nd respondent by way of a demand draft bearing No. 354642 dated 19.09.2025 drawn on Tamilnadu Mercantile Bank, Kappukadu Branch. The 2nd respondent undertakes to encash the above said demand draft of rupees ten lakhs through her SB Account No. 286901000015588 in Indian Overseas Bank, Kaliakkavilai Branch. The 2nd respondent further undertakes that this entire amount of Rs.25,00,000/- (Twenty Five Lakh) will be used only for the benefits of her daughter Akshara R. Moorthy.

6) Both the parties hereby agree and undertake that the 2nd respondent being the mother and natural guardian, shall have sole legal and physical custody of the minor daughter Akshara R Moorthy.

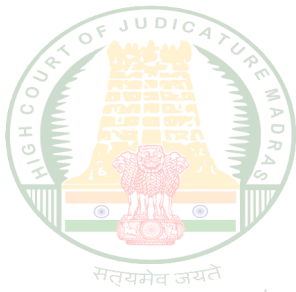
7) Both the parties exchanged all their belongings including cash, jewels and other articles etc and there is no due from either side and both parties will not make any claim on the same over the other party.

2nd Respondent /Defacto-complainant

Counsel for 2nd Respondent

Petitioners/Accused No.1 to 4

Counsel for Petitioners



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- 8) Both the parties undertake that they shall not have claim of any manner whatsoever against each other. Both, the parties also agree that there shall not be any past, present or future maintenance against each other and there shall not be any claim of any right over each other's property.
- 9) Both parties hereby undertake that they will not indulge in any act against each other and they will not disturb or harm other side in any manner at any point of time in future.
- 10) The above terms of this compromise memo are entered into between the parties voluntarily without any sort of coercion. Both parties whole heartedly accept the terms of this compromise agreement in full. Both parties hereby agree that this compromise agreement shall bind them forever.

It is therefore humbly prayed that this Hon'ble High Court may be pleased to record this joint compromise memo and quash the case in C.C.No.252/2013 on the file of the learned Judicial Magistrate, No.I, Kuzhithurai and render justice.

Dated at Madurai on this the 25th day of September, 2025

[Signature]
Chettar
Thakkar
A. Karupagavalli

2nd Respondent / Defacto-complainant

[Signature]
Counsel for 2nd Respondent

Petitioners/Accused No.1 to 4

[Signature]
Counsel for Petitioners



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- 6) Both the parties hereby agree and undertake that the 2nd respondent being the mother and natural guardian, shall have sole legal and physical custody of the minor daughter Akshara R Moorthy.
- 7) Both the parties exchanged all their belongings including cash, jewels and other articles etc and there is no due from either side and both parties will not make any claim on the same over the other party.

2nd Respondent /Defacto-complainant

Counsel for 2nd Respondent

Petitioners/Accused No.1 to 4

Counsel for Petitioners



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Dated at Madurai on this the 25th day of September, 2025.

2nd Respondent/Defacto-complainant

Counsel for 2nd Respondent

C.C. SURESH KANNAN
178 Law Chambers
High Court Buildings
Madurai
9994374259

Petitioners/Accused No.1 to 4

Counsel for Petitioners

L. Shaji Chellan
88, Lawyers Chamber
High Court Buildings
Madurai
9443323562



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5.The petitioners, namely, C.Balakrishna Moorthy, (Aadhaar No. 8376 0900 1934), Chellan (Aadhaar No.2225 0754 6791), Thangam (Aadhaar No.8337 3667 3531), Karpagavalli (Aadhaar No.7110 2750 0938) and the second respondent, namely, Raichel C.Raj (Aadhaar No. 9435 2913 9863) are present before this Court in person. They are identified by Mr.Marthandam, Special Sub Inspector of Police, All Women Police Station, Kuzhithurai, Kanyakumari District. All the parties confirmed the compromise arrived at between them.

6.Considering the nature of the offences, the fact that it arises out of a matrimonial dispute and the parties have arrived at a compromise, this Court is of the view that no useful purpose would be served by keeping the impugned charge sheet pending trial. Accordingly, the impugned charge sheet in C.C.No.252/2013, on the file of the Judicial Magistrate No.I, Kuzhhithurai, is quashed and the Criminal Original Petition stands allowed.

25.09.2025

NCC : Yes / No
Index : Yes / No
Internet : Yes/ No

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SUNDER MOHAN,J

cp

To

1. The Inspector of Police,
All Women Police Station,
Kuzhithurai,
Kanyakumari District.

2. The Additional Public Prosecutor,
Madurai Bench of Madras High Court,
Madurai.

ORDER
IN
CRL OP(MD) No.14738 of 2025

Date : 25/09/2025

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