



WEB COPY

Crl.O.P.(MD) No.22870 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 19.12.2025

CORAM

THE HON'BLE MRS.JUSTICE L.VICTORIA GOWRI

Crl.O.P.(MD) No.22870 of 2025

1.Subburaj

2.Vijay

3.Balamurugan

... Petitioners

Vs.

1.The State of Tamil Nadu rep. by
The Inspector of Police,
Sivakasi Town Police Station,
Virudhunagar District.
(Crime No.417 of 2025)

2.Pandeeswaran

... Respondents

Prayer : Criminal Original Petition filed under Section 528 of Bharathiya
Nagarik Suraksha Sanhita, 2023 to call for the records pertaining to the
case in P.R.C.No.31 of 2025 on the file of the learned Judicial Magistrate
No.I, Sivakasi, Virudhunagar District and quash the same as illegal.

For Petitioners : Mr.S.Maya Perumal

For R1 : Mr.B.Thanga Aravindh
Government Advocate (Crl. Side)

For R2 : Mr.S.Babu



Crl.O.P.(MD) No.22870 of 2025

ORDER

WEB COPY This Criminal Original Petition has been filed under Section 482 of the Code of Criminal Procedure, 1973 (hereinafter referred to as “Cr.P.C.”) / Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter referred to as “BNSS”), seeking to quash the charge sheet in P.R.C.No.31 of 2025 pending on the file of the learned Judicial Magistrate No. I, Sivakasi, Virudhunagar District, insofar as the petitioners are concerned.

2. The brief facts of the case are as follows:

(i) All the petitioners are relatives and friends. The first petitioner is running a cracker shop in the name and style of “TKKA Crackers”, situated at Sivakasi, Virudhunagar District. The second respondent/de-facto complainant purchased crackers worth Rs.60,000/- from the first petitioner on credit. Despite repeated demands made by the first petitioner for payment of the said amount, the second respondent/de-facto complainant failed to pay the same.

(ii) It is further alleged that on 04.07.2025 at about 13.15 hours, when the second respondent/de-facto complainant was proceeding from



Crl.O.P.(MD) No.22870 of 2025

his house at Vempakkottai towards Sivakasi Road, near a petrol bunk, the petitioners came in a car bearing Registration No.TN-67-AV-4565 and kidnapped the second respondent/de-facto complainant. It is alleged that thereafter the petitioners assaulted and threatened the second respondent/de-facto complainant with dire consequences for non-payment of the said amount.

(iii) The second respondent/de-facto complainant is stated to have escaped from the petitioners and thereafter lodged a complaint. On the basis of the same, the first respondent police registered a case in Crime No.417 of 2025 for the offences under Sections 127, 140, 296(b), 115(2) and 118(1) of the Bharatiya Nyaya Sanhita, 2023 (hereinafter referred to as “BNS”). After completion of the investigation, the first respondent police filed the impugned charge sheet in P.R.C.No.31 of 2025, pending on the file of the learned Judicial Magistrate No.I, Sivakasi, Virudhunagar District, for the very same offences.

3. Admittedly, the petitioners and the second respondent/de-facto complainant are known to each other, residing in the same locality, being relatives and friends, and they have now resolved the dispute amicably. A



Crl.O.P.(MD) No.22870 of 2025

Joint Compromise Memo dated 12.12.2025 has been filed before this

WEB COURT.

4. The petitioners and the second respondent/de-facto complainant are present before this Court in person and are identified by Mr.S.Gopalsamy, SSI, Sivakasi Town Police Station, Virudhunagar. The second respondent/de-facto complainant has categorically stated that he does not wish to pursue the case against the petitioners. This Court is satisfied that the compromise is voluntary and not the result of any coercion or undue influence.

5. The law relating to quashment of criminal proceedings on the basis of compromise between the parties is well settled. In ***Gian Singh v. State of Punjab***¹, the Hon'ble Supreme Court authoritatively held that the inherent power of the High Court under Section 482 of Cr.P.C. is of wide amplitude and may be exercised to quash criminal proceedings even in respect of non-compoundable offences, provided the dispute is essentially private in nature and the quashment would secure the ends of justice. The Court, however, drew a clear distinction between offences arising out of

¹ (2012) 10 SCC 303



Crl.O.P.(MD) No.22870 of 2025

personal or matrimonial disputes, commercial transactions and similar private wrongs, and serious or heinous offences having grave impact on society, holding that the latter category cannot ordinarily be quashed merely on the basis of a settlement.

6. The said principles were succinctly crystallised in ***Parbatbhai Aahir v. State of Gujarat***², wherein the Supreme Court, after surveying the earlier precedents, laid down broad propositions governing the exercise of inherent jurisdiction on the basis of compromise. It was emphasised that the paramount consideration is whether the continuance of the criminal proceedings would be unfair or contrary to the interests of justice, and whether the dispute predominantly bears a civil or private character, rendering the possibility of conviction remote and bleak.

7. In State of ***Madhya Pradesh v. Laxmi Narayan***³, the Supreme Court reiterated and clarified the limitations on such power, holding that offences of a serious nature, particularly those involving mental depravity, grave violence, or offences against society at large, cannot be quashed on the basis of compromise, even if the parties have amicably settled the

² (2017) 9 SCC 641

³ (2019) 5 SCC 688



Crl.O.P.(MD) No.22870 of 2025

dispute. The Court further cautioned that while examining compromise quash petitions, the High Court must consider the nature and gravity of the offence, the conduct of the accused, and the stage of the proceedings, and the overall impact on society and must satisfy itself that the settlement is voluntary and not the result of coercion or undue influence.

8. Applying the aforesaid principles to the facts of the present case, this Court has carefully examined the nature and gravity of the allegations, the relationship between the parties, the conduct of the petitioner, the stage of the proceedings, and the voluntary nature of the compromise.

9. The dispute in question is predominantly private in character and commercial. The same is now resolved by compromise and does not involve any offence having serious or grave impact on society at large. In view of the compromise arrived at between the parties, the possibility of conviction is rendered remote and bleak. Continuation of the criminal proceedings would therefore serve no useful purpose and would amount to an abuse of the process of Court.



Crl.O.P.(MD) No.22870 of 2025

10. Accordingly, the impugned Charge sheet in P.R.C.No.31 of 2025 is quashed in entirety and the Criminal Original Petition stands allowed. Each of the petitioner shall deposit a sum of Rs.5,000/-(Rupees Five Thousand only] Adyar Cancer Institute (Union Bank, Name: Cancer Institute (WIA), Account No:149710011005477, IFSC Code: UBIN0814971), Chennai on or before 27.01.2026. The joint compromise memo dated 12.12.2025 shall form part and parcel of this order.

11. The petitioner is directed to file a memo along with the photocopy of the receipt before the Registry on or before 30.01.2026. List the matter on 03.02.2026 for reporting compliance.

19.12.2025

JEN

Index : Yes

Internet : Yes

Neutral Citation : Yes

Copy To:

1.The Judicial Magistrate No.I,
Sivakasi, Virudhunagar District.

2.The Inspector of Police,
Sivakasi Town Police Station,
Virudhunagar District.



Crl.O.P.(MD) No.22870 of 2025

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



WEB COPY



Crl.O.P.(MD) No.22870 of 2025

L.VICTORIA GOWRI, J.

JEN

Crl.O.P.(MD) No.22870 of 2025

19.12.2025