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CRL OP No.6023 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27-03-2026

CORAM

THE HONOURABLE MR JUSTICE M. NIRMAL KUMAR

CRL OP No.6023 of 2026

and

CRL.M.P.No.4441 of 2026

1.V.S.Murugan,
S/o.Veerasingh,
General Manager,
Plaza Maintenance and Services Ltd.,
Office Address: No.769, Anna Salai,
Spencer Plaza, Chennai – 600 002.
Residential Address: No.15/9,
Damodharapuram 2nd Street,
Adyar, Chennai – 600 020.

2.R.Kasturirangan,
S/o.M.K.Ramaswamy,
Assistant General Manager,
Plaza Maintenance and Services Ltd.,
Office Address: No.769, Anna Salai,
Spencer Plaza, Chennai – 600 002.
Residential Address: Old No.146, New
No.90, 1st Floor, Venkat Rangam Street,
Triplicane, Chennai – 600 005.

3.Krishnakumar,
S/o.Jaganathan,
Senior Supervisor HV A/C,
Plaza Maintenance and Services Ltd.,
Office Address: No.769, Anna Salai,
Spencer Plaza, Chennai – 600 002.
Residential Address: No.16/22,
Tholkappiar Street, Pammal,
Kancheepuram – 600 075.

Petitioners/A1 to A3

Vs



CRL OP No.6023 of 2026

1.The State Represented by its,
The Inspector of Police,
F4 – Thousand Lights Police Station,
Triplicane, Chennai.

2.Manikandan, P.
S/o.Palaraman,
No.54/47, Ambedkar Street,
Mullakolathur, Kancheepuram – 603 109.

3.Umamageswari Srinivasan,
W/o.Late Balaji,
No.7/57, ‘C’ Block School Street,
MMDA Colony, Arumbakkam,
Chennai – 600 106.
(Wife of deceased Balaji,
Proprietor of M.R.Turning Works)
Representing the legal heirs of the deceased
Including minor son Master Shri Ram

Respondents

PRAYER: The Criminal Original Petition filed under Section 528 of BNSS, 2023, praying to call for the records relating to F.I.R. No.233/2025 dated 25.07.2025 on the file of the 1st respondent, Inspector of Police, F4 – Thousand Lights Police Station, Triplicane District, Chennai and quash the said F.I.R.No.233/2025 and all consequent proceedings arising therefrom on the basis of Compromise Deed dated 23.01.2026 arrived between the petitioners and 3rd respondent and No Objection affidavit dated 09.01.2026 given by the 2nd respondent.

For Petitioners : Mr.S.Gopinath

For Respondent-1: Mr.Leonard Arul Joseph Selvam
Additional Public Prosecutor



ORDER

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The petitioners/A1 to A3 in Crime No.233 of 2025 for offence under Section 125(a) of BNS, 2023 has filed this quash petition.

2.The gist of the case is that on 25.07.2023 at about 8.15 a.m., the respondent police received information from Government Royapettah Hospital. The police reached there and at that time it was informed that the injured Balaji referred to Kilpauk Medical College Government Hospital for further treatment. The police reached there, found Balaji admitted in the Intensive Care Unit and he was in an unconscious state. Hence, one Manikandan, colleague of Balaji, who was present there, enquired. He gave a statement that he along with Koteeswaran and Surya were employed under the said Balaji, who was running MR Turning Work and had taken a work contract in Spencer Plaza, Commercial Block at Phase-I for repairing and rectifying Condenser Pump, Pipeline in the AC plant. This job was entrusted by General Manager, Murugan/first petitioner and Assistant Manager, Kasthurirangan/second petitioner and as per the job order, from 23.07.2025 they were working in the site. On 25.07.2023 at about 6.30 a.m. Balaji, Manikandan and Surya went to the pump room for connecting the welding machine to the distribution panel. When the wire was being connected, the distribution box blasted and fire spots came out. On hearing the noise, the Manikandan went there, found Balaji was under severe current shock



and shouting and crying with pain. Manikandan along with Kotteeswaran secured Balaji and took him to Royapettah Government Hospital. Thereafter he was referred to KMC Hospital and the above case came to be registered.

3.The contention of the petitioner is that the first petitioner is the General Manager, second petitioner is the Assistant General Manager and third petitioner is the Senior Supervisor, High Voltage/AC, all employed in Plaza Maintenance and Services Ltd. On 17.07.2025, the company issued a work order to M.R. Turning Works owned and operated by the deceased Balaji to carry out condenser pump pipe welding work at Phase-I. The said work order was accepted by Balaji and in the work order in Clause 6 it is specified that the person who takes the work order shall follow all safety requirements at site and provide necessary safety amenities to the workmen and also arrange for insurance cover for the workmen at his cost. Accepting these conditions, the work order was issued and it was expressly agreed to comply with all safety requirements and to provide necessary safety amenities including personal equipment to his workmen at his own cost. On 23.07.2025, a work permit was duly issued to M.R.Turning Works with the following specified conditions to be strictly followed:

- (a) Work to be carried out strictly between 11.00 a.m. to 7.00 p.m.
only



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- (b) Maximum of four labourers permitted.
- (c) Work to be performed only under the knowledge and coordination of the AC Plant In-charge.
- (d) Mandatory use of Personal Protective Equipment
- (e) Work to be carried out only under electrical supervision with assistance from certified electrician.

4.The victim Balaji had been working as a Contractor with the company for 8 years and he was fully aware of all safety protocols, working hours restrictions and requirements to coordinate with the AC plant in-charge and electrician on duty before commencing any work, particularly in high-risk electrical zones. On 25.07.2025 at about 6.30 a.m., Balaji along with his team of workers including the second respondent entered the AC Plant premises without any authorisation and well before the permitted working hours. The Balaji and his team violated the safety protocols by unauthorised entry, not coordinating with the AC Plant in-charge, failed to inform or obtain permission from the AC Plant in-charge/Senior Supervisor. No electrical supervision arranged. No use of Personal Protective Equipment by the deceased Balaji and his team, without wearing mandatory PPE equipment they entered a high-risk electrical zone, unauthorisedly had access to DP box. In view of the non-compliance of this protocol, the deceased contractor suffered an electric shock on 25.07.2025 at about 6.30 a.m. The deceased Balaji immediately after the shock sent to Government Hospital,



Royapettah and later shifted to KMC Hospital. On 26.07.2025 due to complications from smoke inhalation and electric shock the Balaji succumbed to injuries.

5.The learned counsel for petitioners submitted that the petitioners' company produced the documentary records to show that it was an independent contract and the contractor was issued with detailed work order with comprehensive terms and conditions clearly placing the responsibility for safety compliance on the contractor. Further it is well settled principle of contract law that in case of independent contract, when the contractor is engaged on specific terms and conditions that places the responsibility for safety compliance on the contractor, then the principal/company cannot be held criminally liable for accidents arose due to violation of safety protocol by the contractors. The company though having no legal or moral responsibility for the unfortunate incident and it was contributory negligence on the part of the contractor in own violation of the safety protocol, but considering the long association of contractor with the petitioners' company and on humanitarian considerations and sympathy towards the bereaved family, an amicable settlement with the legal heir of deceased Balaji, namely, the third respondent Umamageswari entered and on the request of the family, financial assistance of Rs.3,00,000/- by way of demand draft No.269208



dated 08.01.2026 paid. Further, the educational support of Rs.35,000/- per annum for the minor son Shriram of the deceased, who is presently studying 1st standard, till the completion of his higher secondary education was agreed. Further regular work orders to M.R.Turning Works based on pre-qualified L-1 quotation subject to other conditions would be awarded thereby ensuring business continuity for the family of the deceased. Hence, on the factual and legal aspects though the petitioners cannot be strapped for the accident, it was contributed by the deceased own act, on the compromise entered with the wife of the deceased the case against the petitioners to be quashed.

6.The learned Additional Public Prosecutor submitted that on receipt of information from Government Royapettah Hospital about a patient brought in for electric shock and Accident Register No.03155338 registered, the respondent police rushed to Royapettah Government Hospital wherein it was informed that injured was taken to KMC Hospital for further treatment. The respondent police went there, found Balaji admitted in the Intensive Care Unit and he was in an unconscious state. Hence Manikandan, co-worker, who brought Balaji, was enquired, his statement recorded, who narrated that on 25.07.2025 at about 6.30 a.m., the deceased Balaji, Manikandan and Surya all the three were near the pump room. To connect



the welding machine, the deceased Balaji opened high voltage distribution panel and there was a huge electric shock, in which he sustained shock and thereafter he was taken to hospital. Recording the same, F.I.R. registered. During investigation, it was found that the said Balaji succumbed to the shock on 26.07.2025. It was also found that the Balaji is a regular contractor for repairing and refitting of pipes in AC plant condenser pump and pipe line and for the past 8 years the petitioners' company entrusted the work to Balaji, who is the Proprietor of M.R.Turning Works, Royapettah, Chennai. He further submitted that the third respondent is the wife of deceased Balaji. They have a son, who is studying 1st standard. Now Umamageshwari entered into a compromise on condition that the educational expenses of the minor son to be paid and the further the contract work to be continued with the third respondent. It is also submitted that even after the death of Balaji, the work was entrusted and the third respondent/wife have been carrying on the contracts.

7.The third respondent, wife of deceased Balaji appeared before this Court. On enquiry, she confirmed the compromise entered between them and she had given a letter to withdraw the complaint and she is not interested to further continue the prosecution against the petitioners. She also filed an affidavit confirming the same. She also confirmed that after the demise of



her husband Balaji, M.R.Turning Works continued to do contract work after July, 2025 and she confirmed the ledger account of M.R.Turning Works and contract work up to Feb, 2026 to the tune of Rs.16,96,283/- and out of the work they also received good income. She further agreed to the payment of school fee for her son, who is studying in Holy Queen Matric Higher Secondary School, Chrompet, Chennai.

8.Considering the submissions made and on perusal of the material, it is seen that the petitioners are General Manager, Assistant General Manager and AC Plant incharge employed in Plaza Maintenance and Services Ltd., a well known shop and office complex. The petitioners were entrusted with job/contract for repairing and rectifying Condenser Pump, Pipeline in the AC plant. The work was entrusted to M.R.Turning Works in which, the deceased Balaji is the Proprietor and as an independent contractor, for the past 8 years, Balaji has been carrying on the work. On 25.07.2023, Balaji sustained electric shock and later he succumbed to the shock injuries. The medical records confirm that the incident took place at about 6.30 a.m. The victim was taken to Royapettah Government Hospital within a short time and thereafter shifted to KMC Hospital. The F.I.R. registered for rash and negligence and for accident. The work order confirms that work to be carried out between 11.00 a.m. to 7.00 p.m. and the mandatory requirement is, all to



wear personal protective equipment and work to be carried out under the electrical supervision with assistance from certified electrician. In this case, admittedly, the deceased carried out the work at about 6.00 a.m., sustained shock injury at about 6.30 a.m., which is well before the time allotted and what was the PPE provided by the contractor owned by Balaji is not known. Without taking protection, opening of the high voltage distribution panel caused electric shock and spark.

9.The contention of the petitioners is that due to Balaji's contribution and negligence, accident took place. But the prosecution case is that the petitioners' not ensured that safety protocol followed or not. Be that as it may. Now the issue between the petitioners and the deceased family resolved. Further the petitioners' company already paid Rs.3,00,000/- by way of demand draft on 08.01.2026 favouring the third respondent and also gave an undertaking to pay the school fee of Rs.35,000/- for the academic year till the deceased/Balaji's son Shriram completes his schooling. Further undertakes to continue with the contract work with M.R.Turning Works/third respondent.

10.This Court during interaction found that the school fee may not remain fixed as the victim's son progress in education and years to come.



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There might be increase in fee structure, hence suggested for some amount may be deposited in the name of Master. Shriram for a period of 10 years and the interest accruing from Fixed Deposit can be used for the educational purpose of Master. Shriram. It was agreed upon and additional affidavit of first petitioner filed confirming the deposit amount of Rs.5,50,000/- made on 26.03.2026 in the name of Master. Shri Ram and Mrs.Umamageswari for a period of 10 years in Customer I.D.No.R65975512, A/c.No.016510FP00000014 in Punjab National Bank, Chennai Mount Road Branch and the copy of the FD receipt also produced. A scanned reproduction of the FD receipt reads as follows:

पंजाब नैशनल बैंक | punjab national bank

Issued on: 26/03/2026

ब्रान्च: CHENNAI-MOUNT ROAD

जमा-पुष्टि / CONFIRMATION OF DEPOSIT

बैंक खाते संख्या / Bank Account No.	016510	कस्टमर आईडी नंबर / Customer ID No.	R65975512	एकल/संयुक्त खाते संख्या / Single/Joint Account No.	016510FP00000014	बैंक खाते संख्या / Bank Account No.	016510
जमा करने वाले / Depositor				जमा करने वाली / Depositor			
MR. SHRI RAM				MR. SHRI RAM			
निवासी / Resident of				MR. SHRI RAM			
HOLY TRINITY COLONY, OLIVER ROAD STREET, CHENNAI-600008, TAMIL NADU				CHENNAI-600008, TAMIL NADU			
₹	5,50,000.00	for period of	10 yrs.	दैनिकी दर / Daily Rate	6.00%	एकल/संयुक्त खाते संख्या / Single/Joint Account No.	016510
अक्षरों में / In Words	Five Lakh Fifty Thousand only.						
जमा करने की तिथि / Date of Deposit	26-03-2026	जमा करने की तिथि / Date of Deposit	26-03-2026	जमा करने की तिथि / Date of Deposit	26-03-2026	जमा करने की तिथि / Date of Deposit	26-03-2026
SPECIAL DEPOSIT-YEARLY INTEREST				SPECIAL DEPOSIT-YEARLY INTEREST			
Receipt No. - 016510FP00000014				Receipt No. - 016510FP00000014			

Per farber: 016510FP00000014

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11.The second respondent/de facto complainant, Manikandan has no objection for quashing of the F.I.R. and filed affidavit to that effect. Both the parties have filed a Joint Compromise Memo, which is extracted hereunder:

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JOINT COMPROMISE MEMORANDUM
For Quashing of FIR
(Under Section 528 of Bharatiya Nagarik Suraksha Sanhita, 2023)
IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Criminal Jurisdiction)
Cr.O.P. No. _____ of 2026
Against
FIR No: 233 of 2025
(On the file of the Sub Inspector of Police, T4 - Thousand Lights Police Station, Triplicane District, Chennai)

PARTIES TO THE COMPROMISE

FIRST PARTY / PETITIONERS / ACCUSED:

1. Mr. V S Maruthan, aged 59 years, S/o. Veerasamy, General Manager, Plaza Maintenance and Services Ltd., Office: No.769, Anna Salai, Spencer Plaza, Chennai-600 002; Residence- No.15/9, Damodharapuram 2nd Street, Adyar, Chennai-600 020.
2. Mr. R Kasturirangan, aged 55 years, S/o. M.K. Ramaswamy, Asst. General Manager, Plaza Maintenance and Services Ltd., Office: No.769, Anna Salai, Spencer Plaza, Chennai-600 002; Residence: Old No.166, New No.90, 1st Floor, Venkataraman Street, Triplicane, Chennai-600 005.
3. Mr. Krishnakumar a, aged 48 years, S/o. Juganathan, Senior Supervisor HV A/C, Plaza Maintenance and Services Ltd., Office: No.769, Anna Salai, Spencer Plaza, Chennai-600 002; Residence: No.16/22, Tholkappiar Street, Parimal, Kancheepuram-600 075.

SECOND PARTY / THIRD RESPONDENT / LEGAL HEIRS:

Mrs. Umamageswari Srinivasan, aged 52 years, W/o. Late Mr. Balaji, residing at No.7/57, 'C' Block School Street, MVIDA Colony, Arumbakkam, Chennai-600 106, as the widow and natural guardian of minor son Master Shri Ram (aged 6 years, presently studying in 1st Standard), representing all legal heirs of deceased Mr. Balaji, Proprietor of M.R. Turning Works.

PREAMBLE

4. FIR No.233/2025 dated 25.07.2025 was registered at T4 - Thousand Lights Police Station, Triplicane District, Chennai, initially under Section 125(a) of BNS, 2023, and subsequently allegedly altered to Section 106 BNS, 2023 after the death of Mr. Balaji on 26.07.2025, based on complaint by Mr. Manikandan (2nd Respondent), co-worker of deceased.
5. The FIR arose from an unfortunate incident on 25.07.2025 at 6:30 a.m. at AC Plant premises of Spencer Plaza, wherein deceased Mr. Balaji, Proprietor of M.R. Turning Works, suffered severe electric shock while

Manikandan
Shri Ram
U. Srinivasan



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- accessing the Distribution Panel Box (DP Box), resulting in his death - 26.07.2025.
6. Plaza Maintenance and Services Ltd. issued Work Order dated 17.07.2025 to M.R. Turning Works for condenser pump pipe welding work, which was accepted by deceased with all Terms and Conditions, including Clause 6 placing responsibility for safety requirements and PPE on contractor at his own cost.
 7. Work Permit dated 23.07.2025 specified work hours strictly between 11:00 a.m. to 7:00 p.m. only, under AC Plant In-charge coordination, with electrical supervision and mandatory PPE.
 8. Deceased Mr. Balaji violated Work Order and Permit conditions by entering premises at 6:30 a.m. (before permitted 11:00 a.m.), without informing AC Plant In-charge, without electrical supervision, without PPE, and attempted to access DP Box without authorization, directly causing the fatal incident.
 9. Second Party, after reviewing documents and consulting advisors, acknowledges the incident occurred solely due to deceased's wilful safety violations, with no criminal intent or negligence by First Party.
 10. Mr. Manikandan (2nd Respondent and de-facto complainant) has voluntarily withdrawn all allegations by filing a detailed No Objection Certificate dated 09.01.2026.
 11. Plaza Maintenance and Services Ltd., despite having no liability, has agreed to provide humanitarian assistance to the bereaved family, and parties desire to resolve all disputes amicably.

ACKNOWLEDGMENTS AND ADMISSIONS**Acknowledgment by Second Party (Legal Heirs):**

- a) Deceased entered AC Plant premises at 6:30 a.m., well before permitted working hours of 11:00 a.m. to 7:00 p.m. as per Work Permit dated 23.07.2025.
- b) Deceased violated multiple safety protocols: (i) failed to inform/coordinate with AC Plant In-charge Mr. Krishnakumar Jaganathan; (ii) did not wait for certified electrician; (iii) did not use mandatory PPE; (iv) accessed DP Box without authorization.
- c) Under Work Order Terms (Clause 6), deceased as contractor was responsible for following safety requirements and providing PPE at his own cost, which he expressly accepted.

Manikandan
[Signature]
36/01/26

[Signature]
36/01/26



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- d) None of the Petitioners were present at site at 6:30 a.m., had not instructed/permited work at that hour, and had no knowledge of unauthorized entry.
- e) First Party had established proper safety protocols, issued clear Work Order and Permit with safety requirements, and taken all reasonable precautions.
- f) Incident occurred solely due to deceased's wilful violations, not due to any criminal intent, negligence, fault, or omission by First Party or Plaza Maintenance and Services Ltd.
- g) First Party/Petitioners had no criminal intent or negligence whatsoever.

Acknowledgment by Second Respondent (De-facto Complainant):

Mr. Manikandan P (2nd Respondent) filed detailed No Objection Certificate acknowledging:

- a) He and deceased entered premises at 6:30 a.m., before permitted time of 11:00 a.m. to 7:00 p.m.
- b) They violated safety protocols: not informing In-charge, no electrical supervision, no mandatory PPE.
- c) Under Terms (Clause 6), Mr. Balaji as contractor was responsible for safety requirements and PPE.
- d) Petitioners were not present at 6:30 a.m., had not instructed/permited work, and had no knowledge of unauthorized entry.
- e) Incident occurred solely due to their violations, not due to Petitioners' fault or negligence.
- f) Voluntarily withdrawn all allegations against Petitioners.
- g) Has NO OBJECTION to quashing of FIR No.233/2025 and all consequent proceedings.
- h) Supports amicable settlement between Company and bereaved family.

TERMS OF SETTLEMENT AND HUMANITARIAN ASSISTANCE

1. **Financial Assistance:** Plaza Maintenance and Services Ltd., out of humanitarian considerations and despite having no liability, provides financial assistance of Rs.3,00,000/- (Rupees Three Lakhs only) through Demand Draft No. 269208 dated 08.01.2026 drawn on IDFC Bank as full and final settlement.

Second Party acknowledges receipt of DD No. 269208 dated 08.01.2026 for Rs.3,00,000/- with gratitude on behalf of herself, minor son Master Shri Ram, and all legal heirs.



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2. **Educational Support for Minor Son:** Plaza Maintenance and Services Ltd. agrees to provide educational support of Rs.35,000/- (Rupees Thirty Five Thousand only) per annum to Master Shri Ram (presently in 1st Standard) for educational expenses.

Educational support continues till completion of Higher Secondary education (12th Standard), ensuring minor child's education is not affected by loss of father.

Annual amount payable to Second Party as natural guardian at beginning of each academic year by cheque/DD/online transfer, first instalment for academic year 2025-2026 have been paid.

3. **Business Continuity Support:** Plaza Maintenance and Services Ltd. agrees to provide regular work orders to M.R. Turning Works based on Pre-qualified L-1 quotation and subject to quality of work, performance and other terms and conditions, ensuring business continuity and livelihood.

Subject to M.R. Turning Works submitting competitive L-1 quotations and complying with all safety protocols, work permit conditions, quality and performance of work and contractual obligations.

Work orders subject to availability of work and M.R. Turning Works obtaining L-1 position in competitive bidding.

FULL AND FINAL SETTLEMENT

12. Second Party declares that financial assistance of Rs.3,00,000/-, educational support of Rs.35,000/- per annum till 12th Standard, and business continuity support constitute complete, full, and final settlement of all matters, claims, demands, rights, disputes, and grievances arising from the incident and death.
13. Second Party has no further claims, demands, grievances, complaints, or rights against First Party/Petitioners or Plaza Maintenance and Services Ltd. or their officers, employees, representatives, directors, or agents.
14. Settlement made on behalf of herself and all legal heirs including minor son Master Shri Ram, and binds all such legal heirs.

NO OBJECTION TO QUASHING OF FIR

15. Second Party has no objection whatsoever to quashing of FIR No.233/2025 dated 25.07.2025 and all consequent proceedings.

[Signature]
[Signature]
[Signature]

Suma mageshwar



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16. Second Party voluntarily, without coercion, undue influence, threat, or pressure, requests Hon'ble High Court to quash said FIR and all consequent proceedings in interest of justice.
17. Second Party acknowledges 2nd Respondent Mr. Manikandan has filed No Objection Certificate with no objection to quashing and voluntary withdrawal of allegations.

UNDERTAKINGS BY SECOND PARTY

Undertaking Against Future Criminal Proceedings:

Second Party undertakes on behalf of herself and minor son Master Shri Ram as natural guardian:

- a) Neither Second Party, nor minor son (upon attaining majority or anytime), nor any legal heir, family member, relative, or person claiming through/under Second Party or deceased, shall initiate, file, institute, or pursue any criminal proceedings, complaint, FIR, or criminal action against First Party/Petitioners or Plaza Maintenance and Services Ltd. or their officers, employees, representatives, directors, or agents regarding the incident or death or any connected matter.
- b) If minor son Master Shri Ram upon attaining majority attempts to file criminal proceedings regarding the incident, Second Party undertakes to oppose same and inform Court/Authority of this Compromise Deed, undertakings, and full settlement.
- c) Second Party confirms competence to give undertaking on behalf of minor son as natural guardian and undertakes to ensure compliance.

Undertaking Against Future Civil Proceedings:

Second Party undertakes on behalf of herself and minor son as natural guardian:

- a) Neither Second Party, nor minor son (upon attaining majority or anytime), nor any legal heir, family member, relative, or person claiming through/under Second Party or deceased, shall initiate, file, institute, or pursue any civil proceedings, suit, claim, action, or application for damages, compensation, monetary relief, or any other relief against First Party/Petitioners or Plaza Maintenance and Services Ltd. or their officers, employees, representatives, directors, or agents regarding the incident or death or any connected matter.
- b) If minor son upon attaining majority attempts to file civil proceedings for damages/compensation, Second Party undertakes to oppose same and inform Court/Authority of this Compromise Deed, undertakings, and full settlement.
- c) Second Party confirms competence to give undertaking on behalf of minor son as natural guardian and undertakes to ensure compliance.

[Handwritten signatures]

S. Uma mageshwarar



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Personal Liability for Breach:

Second Party shall be personally responsible and liable for any breach of undertakings by any person claiming through/under her or minor son, including legal heirs, family members, or relatives of deceased.

In event of breach, Second Party agrees to indemnify First Party/Petitioners and Plaza Maintenance and Services Ltd. against all costs, expenses, damages, and legal fees.

VOLUNTARY NATURE OF COMPROMISE

18. Second Party declares she entered into this Compromise Deed voluntarily, of own free will, with full understanding of facts, circumstances, and legal implications.
19. Second Party has not been subjected to any coercion, undue influence, threat, pressure, or inducement from any person, party, or authority.
20. Second Party consulted with family members, well-wishers, and legal advisors before entering into this Compromise Deed.
21. Second Party is fully satisfied this amicable settlement is fair, reasonable, just, and in best interest of herself and minor son, and will help rebuild their lives after tragic loss.

UNDERSTANDING OF LEGAL IMPLICATIONS

22. Second Party fully understands nature, scope, and legal implications of this Compromise Deed and all undertakings.
23. Compromise Deed constitutes full and final settlement and complete discharge of all claims, demands, and grievances, with no right to claim further amounts, compensation, damages, or relief.
24. Undertakings given on behalf of minor son are binding even after attaining majority, and Second Party has legal authority and competence as natural guardian to bind him.
25. Second Party obtained proper legal advice regarding rights, competence of natural guardian to compromise claims for minor, and binding nature of Compromise Deed.

REPRESENTATIONS AND WARRANTIES**By First Party:**

- h) Have full power and authority to enter into this Compromise Deed on behalf of themselves and Plaza Maintenance and Services Ltd.
- i) Plaza Maintenance and Services Ltd. shall honor all commitments including educational support and work orders.

By Second Party:

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[Handwritten signature]
[Handwritten signature]

Suma mageshwar



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- f) Is lawfully wedded wife of deceased and natural guardian of minor son Master Shri Ram.
- g) Authorized to represent all legal heirs of deceased and enter into this Compromise Deed on their behalf.
- h) No other pending or contemplated legal proceedings against First Party or Plaza Maintenance and Services Ltd. regarding the incident.
- i) Has disclosed all material facts and circumstances and not concealed any information relevant to this Compromise Deed.

PRAYER

The parties jointly pray that the Hon'ble High Court of Madras may be pleased to:

- a. Accept this Joint Compromise Memorandum as evidence of voluntary compromise and amicable settlement.
- b. Call for records relating to FIR No.233/2025 dated 25.07.2025.
- c. Quash said FIR No.233/2025 and all consequent proceedings on basis of this Compromise Deed and No Objection Certificate filed by 2nd Respondent.
- d. Pass such further orders as deemed fit and proper to render justice.

IN WITNESS WHEREOF

The parties have executed this Joint Compromise Memorandum on this 25th day of January 2026 at Chennai.

FIRST PARTY / PETITIONERS:

1. Murugan
Mr. Murugan, General Manager
2. Kasturi Rangan
Mr. Kasturi Rangan, Asst. General Manager
3. Krishnakumar
Mr. Krishnakumar, AC Plant In-charge

SECOND PARTY / THIRD RESPONDENT:

Uma mageshwari
Mrs. Umamageshwari

[Signature]
Counsel for petitioners



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12. As the parties have now amicably settled the issue among themselves, they seek to quash the First Information Report as against the petitioners.

13. Accordingly, these Criminal Original Petition stands allowed and the First Information Report in Crime No.233 of 2025, pending on the file of the first respondent police, is quashed as against the petitioners. The petitioners are discharged from all charges.

14. The affidavits, No Objection affidavit and the Joint Compromise Memo filed by the petitioners and the second and third respondents for compromising the offences shall form part of the records. Consequently, the connected Criminal Miscellaneous Petition is closed.

27-03-2026

Index : Yes/No
Speaking order/Non-speaking order
Neutral citation : Yes/No
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M. NIRMAL KUMAR, J.

rsi

To

1.The Inspector of Police,
F4 – Thousand Lights Police Station,
Triplicane, Chennai.

2.The Public Prosecutor
High Court, Madras.

**CRL OP No.6023 of 2026
and
CRL.M.P.No.4441 of 2026**

27.03.2026