



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05-06-2026

CORAM

THE HON'BLE MR JUSTICE M. NIRMAL KUMAR

CRL OP No. 6311 of 2026

1. E.Sathish
S/o.Ezhumalai,
No.3A, New Street,
Manalurpet, Villupuram-605754.
2. P.Ezhumalai
S/o.Pazhani,
3. E.Vimala
W/o.Ezhumalai,
Petitioners 2 & 3 Residing at
No.1/53B, Mariamman Kovil Street,
Chi Vadakkuthangal,
Chithapattinam, Villupuram-605754.
4. Sekar
S/o.Mani,
No.545, Pillaiyar Kovil Street,
Maduvankarai Village,
Kattampoondi, Tiruvannamalai-606808.

..Petitioner(s)

Vs

1. The State Rep By,
The Inspector of Police
All Women Police Station,
Thirukoilur, Kallakurichi District.
(Crime No.24 of 2025)
2. Dhanusya
W/o.Sathish,
No.40/47, Mettu Street,
Pazhampettai, Chetpet Town,
Chetpet Taluk, Thiruvannamalai district.

..Respondent(s)



PRAYER: The Criminal Original Petition filed under Section 528 of BNSS, 2023, praying to call for the records and quash the FIR in Crime No.24 of 2025 on the file of the 1st respondent police.

For Petitioner(s): Mr.A.Kalaiazhagan

For Respondent-1: Mr.R.Rajasekaran
Government Advocate (Crl. Side)
G.Paramasivam-MS/1780/2006 R5

For Respondent-2: Mr.G.Paramasivam

Order

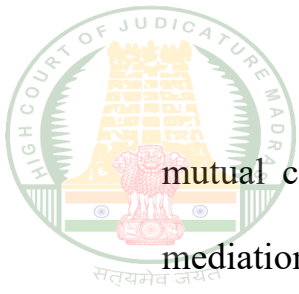
The Criminal Original Petition has been filed seeking to quash the First Information Report in Crime No.24 of 2025, on the file of the first respondent police as against the petitioners, on the basis of the compromise arrived at between the petitioners and the de facto complainant/second respondent.

2. The case of the prosecution is that on 26.03.2025, the respondent police received a complaint from the second respondent/de facto complainant and a case in Crime No.24 of 2025 registered for offence under Sections 85, 296(b) and 351(2) of BNS, 2023. The gist of the complaint is the marriage between the first petitioner and the second respondent/de facto complainant solemnised on 01.06.2023. During marriage, the parents of the second respondent gifted 40 sovereigns of gold jewels to her and 10 sovereigns to the



first petitioner and gifted silver ornaments worth about Rs.1 lakh and household articles worth about Rs.3 lakhs. Out of the wedlock, the de facto complainant was conceived. The first petitioner is a Doctor by profession. After regular check-up of the de facto complainant, since she is having problem in uterus, the first petitioner and his parents forced her to abort the child and demanded dowry. Hence, the second respondent left the matrimonial home. Thereafter, she gave birth to a girl baby on 15.05.2024. On 17.03.2025, the second respondent went to her matrimonial home along with the child. At that time, the petitioners abused her and gave life threat. Hence, a complaint was lodged.

3.The contention of the learned counsel for petitioners is that the marriage between the first petitioner and the second respondent solemnised under Hindu customs and rites in the presence of family members, relatives and friends. Out of the wedlock, a girl baby was born on 15.05.2024. Since there is difference of opinion between the first petitioner and the second respondent, they were separated from 31.10.2023. A family panchayat was arranged by the elders, but the first petitioner and the second respondent were not willing to live together. Due to the above incident, the petitioners filed anticipatory bail petition before this Court in Crl.O.P.No.11702 of 2025. This Court referred the matter to mediation. In the mediation centre, the petitioners and second respondent entered into a settlement agreement on 28.07.2025 with conditions. Hence, the first petitioner and the second respondent filed divorce petition by



mutual consent in O.P.No.122 of 2025 before the Sub Court, Polur. During mediation, the petitioner agreed to pay a sum of Rs.32,00,000/- as permanent alimony to the second respondent and minor child by way of demand draft. The second respondent received a sum of Rs.10,00,000/- on 31.10.2025 and the petitioner agreed to pay remaining amount of Rs.22,00,000/- at the time of filing proof affidavit in O.P.No.122 of 2025. The first petitioner returned the 17 sovereigns of gold jewels to the second respondent on 31.10.2025. Now the petitioners and the second respondent considering their family and their future, decided to compromise the dispute and settled the entire issue amicably.

4.The learned Government Advocate (Crl. Side) submitted that during the pendency of the anticipatory bail petition, the matter was referred to mediation. During mediation, the issue resolved between the petitioners and the second respondent/de facto complainant and it was agreed that petitioners to pay a sum of Rs.32,00,000/- to the second respondent and minor child Sivanya as permanent alimony by way of demand draft. The second respondent already received a sum of Rs.10,00,000/- by way of demand draft at the time of filing mutual consent divorce petition. Now the remaining amount of Rs.22,00,000/- paid by way of demand draft and the second respondent/de facto complainant gave no objection for quashing of the F.I.R. in Crime No.24 of 2025.



5.Today, Ms.K.Ranjitha, WHC 688, All Women Police Station, Thirukovilur, ensured the presence of the petitioners and the *de facto* complainant/second respondent before this Court. Both parties confirmed their participation in the Mediation Centre and during mediation, the issue deliberated and resolved. Both parties came to an understanding and as per the understanding, the amount of Rs.10,00,000/- paid by way of demand draft at the time of filing mutual consent divorce petition and the second respondent received the same. The balance amount of Rs.22,00,000/- also paid through demand draft bearing No.193505 dated 27.05.2026 and the second respondent/de facto complainant also acknowledged receipt of the same. A scanned reproduction of the demand draft reads as follows:

प-5/516

जारी व जारीकर्ता भारतीय स्टेट बैंक
Issuing Authority भारतीय स्टेट बैंक
कोड नं./CODE No: 07306
Tel No

मांगे जानेपर DHANUSHYA
ON DEMAND PAY
Twenty Two Lakh Only

रुपये RUPEES

मांगे जानेपर
A/C Payee
DEMAND DRAFT

Key: VEHLUN
Sr. No: 115254

27052026
D D M M Y Y

या उनके आदेश पर
OR ORDER

अदा करें ₹ 2200000.00

AMOUNT BELOW 2200001(0/7)

मूल्य प्राप्त / VALUE RECEIVED

IOI 000561193505
Name of Applicant

Key: VEHLUN
E Sathish

Sr. No: 115254

भारतीय स्टेट बैंक
STATE BANK OF INDIA
अदाकर्ता शाखा / DRAWEE BRANCH: TIRUVANNAMALAI
कोड नं./CODE No: 00938

प्रमाणित हस्ताक्षरकर्ता
AUTHORIZED SIGNATORY
PP 5104823

शाखा प्रबंधक
BRANCH MANAGER

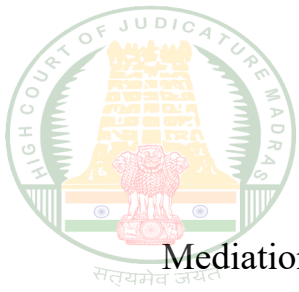
कम्प्यूटर द्वारा मुद्रित होने पर ही वैध
VALID ONLY IF COMPUTER PRINTED

केवल 3 महीने के लिए वैध
VALID FOR 3 MONTHS ONLY

INSTRUMENTS FOR ₹ 1,00,000- & ABOVE ARE NOT VALID UNLESS SIGNED BY TWO OFFICERS

193505 0000020000 000561 16

AMOUNT RECEIVED



6.They also produced the settlement agreement entered in the Mediation Centre, which reads as follows:

WEB COPY

1

SETTLEMENT AGREEMENT

This Settlement Agreement entered into on 28.07.2025

Between

Mr. E. Sathish son of Elumalai aged about 30 years residing at residing at No. 3A, New Street, Manalurpettai, Thirukoilur Taluk, Kallakurichi District. (Herein after called party of the First part)

And

Mrs. Dhanusya wife of Sathish aged about 28 years residing at No. 40/47, Mettu Street, Pazhampettai, Chetpet Town, Chetpet Taluk, Thiruvannamalai District. (Herein after called party of the Second Part)

WHEREAS,

1. Disputes and differences had arisen between the parties hereto and the party of the first part and others filed Anticipatory Bail petition on 07.04.2025 in CrI.OP.No. 11702/2025 before the Hon'ble High Court of Madras. The party of the first part is Petitioner in the above case and the party of the second part is Defacto Complainant in the above case.

2. The matter was referred to mediation vide an order dated 28.04.2025 passed by the Hon'ble High Court of Madras in CrI.OP.No. 11702/2025.

3. The parties agreed that Mrs. D. Latha would act as their Mediator.

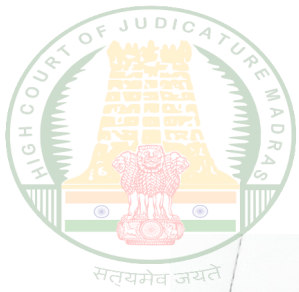
[Signature]

[Signature]

[Signature]

[Signature]

[Signature]



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4. Several meetings were held during the process of Mediation from 12.06.2025 to 28.07.2025 and the parties have with the assistance of the Mediator 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 free will arrived at this settlement Agreement in the presence of the Mediator.

6. The following Settlement has been arrived at between the parties hereto:

A. The party of the 1st part is agreed to return sum of Rs. 3,00,000/- (Rupees Three Lakhs Only) to the party of the 2nd part by cash on (28.07.2025) which was gave by the parents of the 2nd party at the time of Marriage.

B. The party of the 1st part is agreed to return 17 sovereigns of gold jewels to the party of the 2nd part at the time of filing Mutual Consent Divorce petition. The above mentioned 17 Sovereigns of gold jewels was given by the parents of the 2nd party at that time of Marriage.

C. The party of the 1st part agreed to pay Rs. 32,00,000/- (Rupees Thirty Two Lakhs Only) to the party of the second part and their ^{aged about 01 year.} child Sivanya, by way of Demand Draft as Permanent Alimony.

D. The party of the 1st part agreed to pay part of the permanent alimony Rs. 10,00,000/- (Rupees Ten Lakhs Only) to the party of

A. 03/08/2025
E-016011
M. B. B. B.

E. B. B. B.



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the second part by way of Demand Draft in the name of Party of the Second part at that time filing Mutual Consent Divorce Petition.

E. The party of the 1st part agreed to pay part of the permanent alimony Rs. 22,00,000/- (Rupees Twenty Two Lakhs Only) to the party of the second part by way of Demand Draft in the name of Sivanya at that time filing Proof Affidavit in the Mutual Consent Divorce Petition. The Party of second part should deposit the above amount as Fixed Deposit in the name of Sivanya and the party of the 1st part agreed that the party of the second part receive the interest derived from the fixed deposit and use the same for the purpose of their Child Sivanya.

F. The Party of the 1st part party gave his Diamond Necklace and jewels given by the party of the 1st part to party of 2nd part to his child.

G. The party of the 1st part agreed to return all the seethana Articles to the party of the second part.

H. The party of the 2nd part agreed that she shall withdraw the criminal complaint lodged before the AWPS Thirukoilur against the party of the 1st part, his Father, his Mother and his Uncle registered in Crime No. 24/2025. The party of the 2nd part also agreed that she will appear before the court for purpose of compromise the above mentioned criminal case lodged by the party of the 2nd part. The party of the 2nd part also agreed to withdraw all the cases filed against the party of the 1st part and his family members.

E. J. J.

P. J. J.
E. J. J.
M. J. J.



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I. The party of the 1st part agreed to withdraw the Divorce petition filed by him against the party of the 2nd part before the Hon'ble Addl Sub Court at Kallakurichy in HMOP.No. 108/2025.

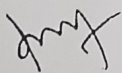
J. The party of the 1st part agreed to pay Rs. 10,00,000/- part of Permanent alimony and Return 17 Sovereigns of Gold Jewels to the party of the 2nd part within 3 months from the date of this settlement agreement, and also the both parties agreed to file Mutual consent Divorce petition on the same day of the payment made by the party of the 1st part to party of the 2nd part.

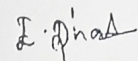
K. The party of the 1st part agreed to pay Rs. 22,00,000/- remaining part of permanent alimony within 6 months from the date of filing the mutual consent divorce petition to the party of the second part and also both the parties agreed to file proof affidavit on the same day. If the party of the 1st part arranged the above mentioned amount within 6 months both parties agreed to file the proof affidavit and waiver petition in the mutual divorce petition after paying the part of permanent alimony.

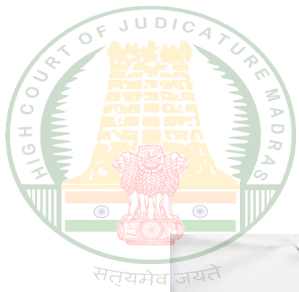
L. The party of the 2nd part agreed that she shall not claim any further claim in future from the party of the 1st part.

M. The party of the 1st part agreed that he shall not claim guardianship and custody of the Minor Child Shivanya.

N. If the parties of 1st part and 2nd part violate the above mentioned condition of agreements, they shall approach the appropriate forum for their remedies.


P. S. Srinivasan
E - 2216 007
M. 8887





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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. 11702/2025 and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of mediation.

Date : 28.07.2025.

M. Gopin

E. Gopin

P. Gopin

[Signature]

Petitioners

[Signature]

Defacto complainant

Parties Signature :

[Signature]

Petitioners

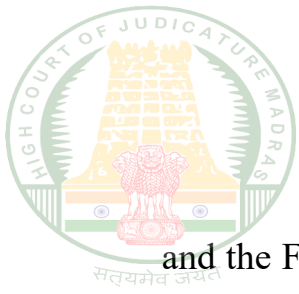
[Signature]

Defacto complainant

Counsel Signature :

[Read over and explained in Tamil to petitioners]

7. The petitioners and the second respondent/de facto complainant also filed affidavits and Joint Compromise Memo confirming the compromise entered between them.



8. In view of the above, the Criminal Original Petition stands allowed and the First Information Report in Crime No.24 of 2025, pending on the file of the first respondent police, is quashed as against the petitioners. The petitioners are discharged from all charges.

9. The affidavits, Joint Compromise Memo and the Settlement Agreement dated 28.07.2025 filed by the petitioners and the second respondent for compromising the offences shall form part of the records.

05-06-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

RSI

To

1. The Inspector of Police
All Women Police Station,
Thirukoilur,
Kallakurichi District.
2. The Public Prosecutor,
High Court, Madras.



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CRL OP No. 6311 of 2



M.NIRMAL KUMAR J.

RSI

CRL OP No. 6311 of 2026

05-06-2026