



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05-06-2026

CORAM

THE HON'BLE MR JUSTICE M. NIRMAL KUMAR

CRL OP No. 11848 of 2026

and

CrI.MP.No.8421 of 2026

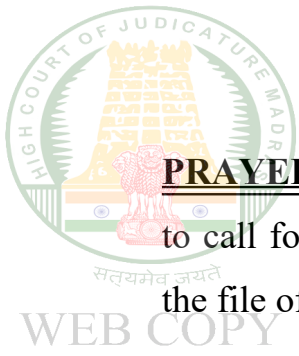
1. Zhongshuo Engineering India Private Ltd,
Represented by its authorized signatory Ganesh
Chandra,
Having office at SF.No.71/3 Part,
Globevill main road, Mambakkam,
Sriperumbudur-602106.
2. Haomin
Representative Official Connected,
M/s.Zhongshuo Engineering India P.Ltd,
SF.No.71/1 Part 4, 5 Part,
Globevill main road, Mambakkam,
Sriperumbudur-602106.

..Petitioner(s)

Vs

1. State rep.by,
The Inspector of Police,
Central Crime Branch-I,
Greater Chennai Police,
Vepery, Chennai.
Cr.No.12/2026 dated 19.02.2026.
2. Commercial and Audit Manager,
M/s.Aditya Infrastructure Pvt.Ltd,
No.7, 2nd Floor, Chengalvarayan Street,
Shenoy Nagar, Chennai-600 030.

..Respondent(s)



PRAYER: This criminal original petition filed under Section 528 BNSS, 2023, to call for the records pertaining to the Impugned FIR in Cr.No.12 of 2026 on the file of the 1st respondent police and quash the same.

For Petitioner(s): Mr.J.Ravikumar

For Respondent(s): Mr.R. RAJASEKARAN
Govt. Advocate (CRL. SIDE)
for R1

Mr.D.Senthil Kumar
for R2

ORDER

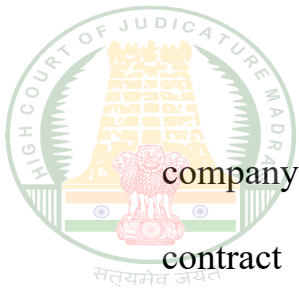
The petitioners/accused in crime No.12 of 2026 for offences under Sections 420, 506(i) and 34 IPC filed this quash petition.

2.The gist of the case against the petitioners is that the second respondent/defacto complainant's company namely M/s. Aditya Infrastructure Pvt. Ltd., and the petitioners company entered into a sub-contract agreement on 20.04.2023 for executing out D04 and D06 building civil works at new Dormitory EPC Project at Plot No.15, Survey Nos.202, Part 210 Part and 211 Sipcot Industrial Park – Phase IV Mambakkam Village, Sriperumbudur Taluk, Kancheepuram, Tamil Nadu – 602 106. As per the agreement, the defacto complainant's company completed the work and raised several invoices supported with measurement sheets, work completion records, and all required documents. However, despite accepting the work and acknowledging the



correctness of the bills, the petitioners company failed and neglected to pay the agreed amounts, the billed dues as on date amount to Rs.8,74,09,542.04/- apart from this, there is an unbilled amount of Rs.6,05,56,855.73/-, necessary documents for the same was provided, henceforth as on date the total dues outstanding amount is at Rs.14,79,66,396.77/-. Despite repeated requests through email, WhatsApp messages, written representations and personal meetings, the petitioners' company avoided payment and continued to delay settlement with malafide intention and they issued verbal threats stating that if continued to demand or escalated the matter to authorities, they would blacklist the defacto company's with the developer company, obstruct our future projects and create false allegations against the defacto company's. Hence, lodged a complaint. Based on the complaint, a case in CCB-1 Crime No.12/2026 was registered under Sections 420, 506(i) r/w 34 IPC.

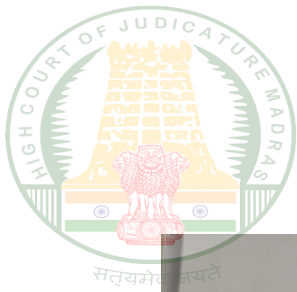
3.The learned counsel appearing for the petitioners submitted that the petitioners entered sub contract agreement with the defacto complainant company for execution of civil works. After completion of works, the defacto complainant sought payment for alleged work done to the tune of Rs.14.79 crores and admittedly bills were raised only for Rs.8.74 crores leaving unbilled sum of Rs.6.05 crores and the remedy of criminal complaint was invoked for recovery of money, which is impermissible under law. Further, the first petitioner agrees to pay a sum of Rs.8,00,00,000/- to the second respondent



company towards full and final settlement in all claims in respect of sub contract agreement dated 22.04.2023. He further submitted that Bureau of Immigration (Ministry of Home Affairs), Government of India, issued Look Out Circular in LOC No.2026411638 on 28.02.2026 against the second petitioner and the same was forwarded to the respondent police. If the LOC is still in force, the second petitioner could not move any country. Hence, he prays the LOC may be withdrawn.

4.The learned counsel for the second respondent /defacto complainant's company submitted that the second respondent company agreed to withdraw the complaint and consequently, has no objection to withdraw the look out circular issued against the second petitioner. He further submitted that the second respondent/defacto complainant's company agrees to receive a sum of Rs.8,00,000/- towards full and final settlement of all claims arising under the sub-contract agreement dated 22.04.2023.

5. Further, the learned counsel for the petitioners as well as the learned counsel for the second respondent/defacto complainant's company submitted that now, the parties have amicably settled the issue among themselves. Hence, they seek to quash the proceedings pending against the petitioners and in this regard, a Compromise entered into between them, which was scanned and reproduced hereunder:



WEB COPY

1

IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Criminal Jurisdiction)

CRL.O.P. No. 11848 OF 2026

1. Zhongshuo Engineering India Private Limited
Represented by its authorized signatory Ganesh Chandra
Having office at
SF.No.71/3 part, Globevill Main Road,
Mambakkam, Sriperumbudur - 602106

2. Haomin, M/A. 37 Years,
Having office at
SF.No.71/1 part, 4,5 Part, Globevill Main Road,
Mambakkam, Sriperumbudur - 602106

... Petitioners

Vs.

1. State Rep. by the Inspector of Police,
Central Crime Branch-I,
Greater Chennai Police,
Vepery, Chennai.
(Crime No. 12/2026 dated 19.02.2026)

2. Commercial and Audit Manager, - *L. Prasanth*
M/s. Aditya Infrastructure Pvt. Ltd.,
No.7, 2nd Floor, Chengalvarayan Street,
Shenoy Nagar, Chennai - 600 030.

... Respondents

MEMORANDUM OF COMPROMISE

The Petitioners and the 2nd Respondent have entered into the following terms of compromise:

1. On the basis of the following terms of this Memorandum of Compromise, the 2nd Respondent herein irrevocably agrees to withdraw all allegations and complaints filed against the Petitioners before all Courts and authorities including but not limited to Central Crime Branch, Chennai and the Complaint registered as Crime No.12 of 2026 on the file of the 1st Respondent herein. It is further agreed that the



Haomin

For ADITYA INFRASTRUCTURE PVT LTD

L. Prasanth
Authorised Signatory



WEB COPY

2

2nd Respondent herein shall not have any claim whatsoever against the Petitioners herein, either jointly or severally or in connection with and in relation to any other business transactions in any other company associated with the 2nd Petitioner and shall refrain from filing and prosecuting any complaint, suit, arbitration or any proceeding before any Court, Tribunal or authorities. The 2nd Respondent has no objection to the withdrawal of the look out circular issued against the 2nd Petitioner herein by the 1st Respondent Police through the Deputy Commissioner of Police, CCB, Chennai.

2. That in consideration of the aforesaid declaration and undertaking given by the 2nd Respondent herein, the 1st Petitioner herein agrees to pay a sum of Rs.8,00,00,000/- (Rupees Eight Crores Only) towards full and final settlement of all claims arising under the sub-contract agreement dated 22.04.2023 including claims in connection with and in relation to additional works and also all claims arising under other agreements and transactions with the 2nd Petitioner herein and the companies associated with him namely Pansen Engineering India Private Limited and Pegaz Technologies and Solutions private limited.
3. It is agreed that the aforesaid sum shall be paid by the Petitioners to the 2nd Respondent in the following manner:
 - a. A sum of Rs.2,00,00,000/- (Rupees Two Crores Only) shall be paid through Demand Draft or RTGS to the bank account of the 2nd Respondent after signing this Memorandum of Compromise.
 - b. A sum of Rs.4,00,00,000/- (Rupees Four Crores Only) shall be paid through Demand Draft or RTGS to the bank account of the 2nd Respondent immediately upon filing this Memorandum of Compromise before the Hon'ble Sessions Court and complying with the condition in Clause 4 herein below.

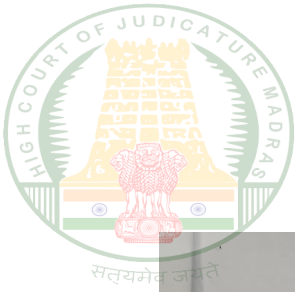


[Signature] Haomin

For ADITYA INFRASTRUCTURE PVT LTD

[Signature]

Authorised Signatory



WEB COPY

3

- c. A sum of Rs.2,00,00,000/- (Rupees Two Crore Only) shall be paid through Demand Draft or RTGS to the bank account of the 2nd Respondent upon recording this Memorandum of Compromise through the appearance of the Complainant and the Petitioners herein before the Madras High Court in the above quash petition and passing of an order to quash the FIR against the Petitioners in Crime No.12 of 2026 and an order is obtained from the High Court directing the 1st Respondent Police to withdraw the look out circular against the 2nd Petitioner through the office of the Deputy Commissioner of Police, the Central Crime Branch, Chennai.
4. The 2nd Respondent irrevocably agrees that upon signing of this Memorandum of Compromise, it has no objection for production of this Memorandum before the Principal Court of Sessions, at Chennai in CrI.M.P.Nos 4144 of 2026 in CrI.M.P.No. 3306 of 2026 and CrI.M.P.No. 4146 of 2026 in CrI.M.P.No. 3305 of 2026 for modification of the order granting anticipatory bail passed on 29.04.2026 without any condition imposed on the Petitioners as to deposit and appearance before the Police and for an order not to arrest the Petitioners and to extend the time for compliance for a period of six weeks from the date of production of this Memorandum of Compromise.
5. The 2nd Petitioner herein expressly undertakes to facilitate to the best of its ability and guarantee the payment of the retention amount retained by the China construction Sausum (India) Private Limited to the 2nd Respondent sister concern T V Ramakrishnan & Co as per the terms under Contract-210023D060DG for New Dormitory Bored pile foundation work subcontract for D04 & D05 Building, herein within a period of six months from the date of payment of Rs.20,00,000/- (Rupees Twenty Lakhs Only) by the 2nd Respondent to the 2nd Petitioner herein towards his royalty and consulting fee.
6. The Parties have entered upon this Memorandum of Compromise on their own volition without any force or coercion.

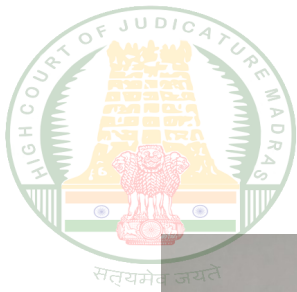
*[Signature]*

Haomin

For ADITYA INFRASTRUCTURE PVT LTD

[Signature]

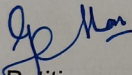
Authorised Signatory



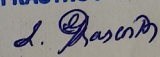
WEB COPY

7. Both Parties agree that this Memorandum of Compromise shall be executed in triplicate, for presenting the same before the Hon'ble High Court in the above Quash Petition and for presenting before the Principal Session Court at Chennai and the third one for the record of the Petitioners herein.
8. The Parties agree that subject to the compliance of the terms of the MoU by all concerned, all disputes, claims against each other shall stand resolved completely.
9. The Parties agree to bear their respective costs.

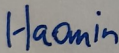
Dated at Chennai on this the 11th day of May, 2026

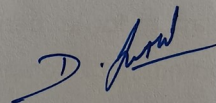

1st Petitioner

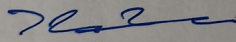


For ADITYA INFRASTRUCTURE PVT LTD

Authorized Signatory

2nd Respondent


2nd Petitioner


Counsel for 2nd Respondent


Counsel for Petitioners

For ADITYA INFRASTRUCTURE PVT LTD
Authorized Signatory



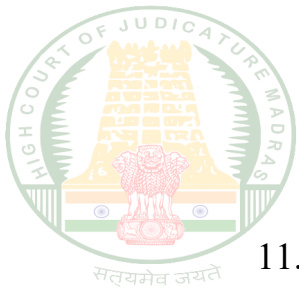
6.The learned Govt. Advocate (Crl.side) appearing for the first respondent submitted that based on the complaint of the defacto complainant, a case registered in CCB-1 crime No.12/2026 for offences under Sections 420, 506(i) r/w 34 IPC. He further submitted that though the parties entered into a compromise while this case is pending, this Court, taking into account the seriousness of the offence, has to consider the issue as to whether offences of this nature can be quashed on the ground of compromise between parties.

7.Heard both sides and perused the materials available on record.

8.The case is still at the stage of investigation. By passage of time, the parties have decided to bury their hatchet and compromise the dispute amicably among themselves.

9.The petitioners and the defacto complainant/R2 appeared before this Court and were identified by their respective counsel.

10.On interaction, the defacto complainant/R2 stated that he has amicably settled the dispute with the petitioners and he is not willing to pursue the criminal proceedings against the petitioners and he has no objection to withdraw the LOC issued against the second petitioner and therefore, seeks to quash the same.



11.The main issue that requires the consideration of this Court is as to whether this Court can quash the criminal proceedings involving non-compoundable offences pending against the petitioner. The Hon'ble Supreme Court, in the case of *Parbathbhai Aahir @ Parbathbhai Vs. State of Gujarat*, reported in (2017) 9 SCC 641, has given sufficient guidelines that must be taken into consideration by this Court while exercising its jurisdiction under Section 482 of Cr.P.C. (corresponding to Section 528 BNSS), to quash non-compoundable offences. One very important test that has been laid down is that the Court must necessarily examine if the crime in question is purely individual in nature or a crime against the society with overriding public interest. The Hon'ble Supreme Court has held that offences against the society with overriding public interest even if they get settled between the parties, cannot be quashed by this Court.

12.In the present case, the offences in question are purely individual/personal in nature. It involves dispute between the petitioners and the second respondent defacto complainant and quashing the proceedings will not affect any overriding public interest in this case and no useful purpose will be served in continuing with the criminal proceedings. In view of the above, this Court is inclined to quash the proceedings pending against the petitioners in CCB-1 crime No.12/2026 on the file of the first respondent police.



WEB COPY

13. Accordingly, this Criminal Original Petition stands allowed and the proceedings in CCB-1 crime No.12/2026 pending on the file of the first respondent police, is quashed as against the petitioners and the first respondent police to take necessary steps to withdraw the LOC issued against the second petitioner. Consequently, connected miscellaneous petition is closed.

14. The Memorandum of Compromise filed by the petitioners and the second respondent defacto complainant for compromising the offences shall form part of the records.

05-06-2026

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

To

1. The Inspector of Police,
Central Crime Branch-I,
Greater Chennai Police,
Vepery, Chennai.
Cr.No.12/2026 dated 19.02.2026.
2. The Public Prosecutor
High Court, Madras.



WEB COPY

CRL OP No. 11848 of 2



M.NIRMAL KUMAR, J.

sms

CRL OP No. 11848 of 2026
and
CrI.MP.No.8421 of 2026

05-06-2026