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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28-10-2026

CORAM

THE HON'BLE MR.JUSTICE V. LAKSHMINARAYANAN

CRL OP No. 15514 of 2026

CNR:{HCMA011315782026}

AND

CRL MP NO. 10895 OF 2026

R Jagadish Kumar
S/o.Mr.Ramasamy,
Old No.5, New No.4-1, Post office road,
Ramanathapuram Post,
Krishnasamy nagar, Coimbatore-641045.

..Petitioner

Vs

The state rep.by
The Inspector of Police,
Central Crime branch-I,
Chennai. Cr.No.119 of 2024.

..Respondents

To enlarge the petitioner on anticipatory bail in the event of his arrest by the respondent police in C.No.119 of 2024 on the file of the respondent police The Inspector of Police, Central Crime branch-I, Chennai considering the facts and circumstances of the case.

For Petitioner : Mr.Kripakaran A

For Respondent : Mr.S.Yogaraja Sekar,
Counsel for Government of Tamil Nadu
(Criminal Side)

Mr.Yeshwanth Sharma for
Mr.T.Saikrishnan
(Counsel for defacto complainant)

Order

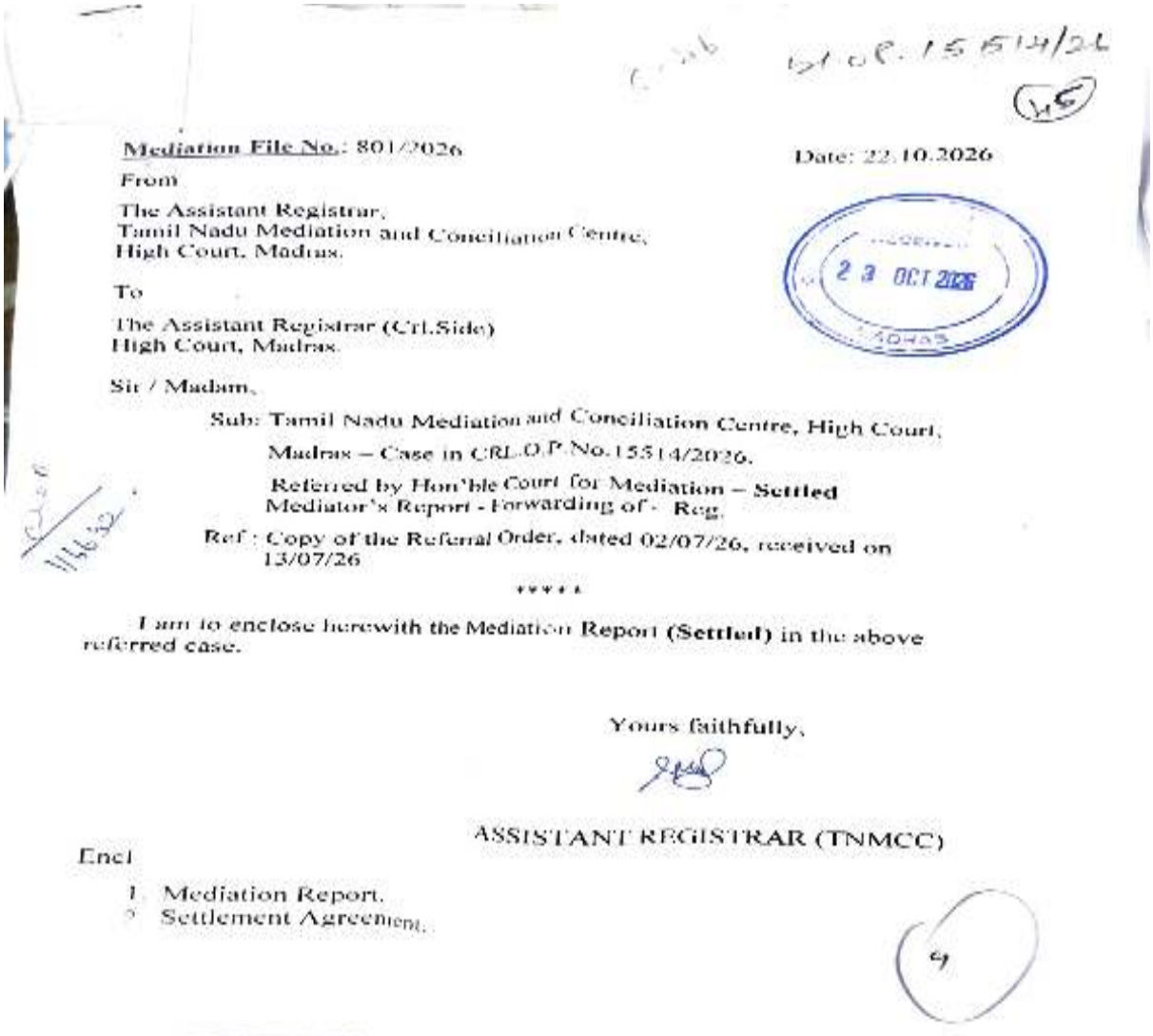
By an order dated 02.07.2026, the dispute had been referred to mediation by this court. Subsequently, the matter was listed before me. I took note on

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25.09.2026 and 07.10.2026 that the mediation is still pending. Therefore, I listed the matter today.

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2. When the matter was taken up today, Mr.A.Kripakaran and Mr.Yeshwanth Sharma for Mr.T.Saikrishnan report that they have settled the matter before the mediatior. The Tamil Nadu Mediation and Conciliation Centre has also sent the settlement agreement reached between the parties. The same is scanned and extracted hereunder:



Crl OP. 15514/26

Mediation File No.: 801/2026

Date: 22.10.2026

From

The Assistant Registrar,
Tamil Nadu Mediation and Conciliation Centre,
High Court, Madras.

To

The Assistant Registrar (Crl.Side)
High Court, Madras.

Sir / Madam,

Sub: Tamil Nadu Mediation and Conciliation Centre, High Court, Madras – Case in CRL.O.P.No.15514/2026.
Referred by Hon'ble Court for Mediation – **Settled**
Mediator's Report - Forwarding of - Reg.

Ref : Copy of the Referal Order, dated 02/07/26, received on 13/07/26

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I am to enclose herewith the Mediation Report **(Settled)** in the above referred case.

Yours faithfully,

ASSISTANT REGISTRAR (TNMCC)

Encl

1. Mediation Report.
2. Settlement Agreement.

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21 OCT 2026

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is entered into on this **16th day of October, 2026**, at Chennai, between

Mr. R. JAGADISH KUMAR, S/o. Mr. Ramasamy, aged about 61 years, residing at Old No.5, New No.4-1, Post Office Road, Ramanathapuram PO, Krishnasamy Nagar, Coimbatore – 641 045 (hereinafter referred to as the **"First Party"**, which expression shall, unless repugnant to the context or meaning thereof, include his legal heirs, executors, administrators, legal representatives and assigns).

and

Mr. M. MANICAM NARAYANAN, S/o. Mr. Manickam, aged about 73 years, residing at No.21, Judge Ramakrishnan Street, Mylapore, Chennai – 600 004 (hereinafter referred to as the **"Second Party"**, which expression shall, unless repugnant to the context or meaning thereof, include his legal heirs, executors, administrators, legal representatives and assigns),

(The First Party and the Second Party are hereinafter jointly referred to as the "Parties".)

WHEREAS

1. Disputes and differences had arisen between the Parties hereto, in that the Second Party intended to do real estate business and he had approached the First Party and the First Party in turn introduced the

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Second Party to one C. Sasi (since deceased), C. Sasi offered to sell a property to the Second Party, towards which the Second Party paid an advance of Rs. 2,48,00,000/- [Rupees Two Crores forty eight lakhs only], but the said property was neither conveyed nor the advance refunded, that aggrieved by the aforesaid conduct, the Second Party lodged a police complaint, registered in Crime No.119 of 2024 on the file of the Inspector of Police, Central Crime Branch – I, Beta-6, EDF-III, Vepery, Chennai – 600 008, for offences under Sections 406 and 420 r/w 34 IPC, that within six (6) days of lodging the said complaint, the said C. Sasi died and that the First Party thereafter filed Crl.O.P.No.15514 of 2026 before the Hon'ble High Court, Madras, seeking anticipatory bail in the said Crime Number, wherein the Second Party was permitted to intervene vide the order dated 19.06.2026 of the Hon'ble Court.

2. The matter was referred to mediation/conciliation vide order dated 02.07.2026 passed by this Hon'ble High Court at Madras in Crl.O.P.No.15514 of 2026.

3. The parties agreed that Ms. Premalatha would act as their Mediator/Conciliator.

4. Several meetings were held during the process of Mediation/Conciliation from 15.07.2026 to 16.10.2026, 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 own free will arrived at this Settlement Agreement in the

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presence of the Mediator, without any coercion, threat, undue influence or misrepresentation.

6. **The following settlement has been arrived at between the Parties hereto:**

A. The First Party shall pay to the Second Party a total sum of Rs. 5,00,00,000/- (Rupees Five Crores only) in full and final settlement of all claims arising out of the F.I.R in Crime No.119 of 2024 on the file of the Inspector of Police, Central Crime Branch – I, Beta-6, EDF-III, Vepery, Chennai – 600 008 and the transactions referred to in Clause 1 above, payable as follows:

(i) a sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) by way of a cheque dated 26.010.2026,

(ii) a sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) by way of a cheque dated 10.11.2026,

Both the cheques will be handed over on the date of signing of this Agreement; and

ii) the balance sum of Rs.4,50,00,000/- (Rupees Four Crores and Fifty Lakhs only) within a period of three (3) months from the date of this Agreement,

time being the essence of this Agreement, the parties have mutually agreed to extend the time period by a further period of three (3) months if so necessary to enable the First Party to obtain NOC for the property mentioned in Clause C.

Tamil Nadu Mediation and Conciliation Centre
21 OCT 2026
High Court MADRAS

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B. Upon receipt of the entire settlement amount of Rs.5,00,00,000/- as aforesaid, the Second Party shall transfer/re-convey the extent of 18.65 acres (eighteen Acres sixty five cents) already registered in his name vide Document No.1490 of 2016 (SRO, Sengottai), in favour of the First Party or his nominee, by way of a registered sale deed, at the cost and expense of the First Party. However, the First Party has to obtain NOC from the concerned authorities to the get the Sale Deed registered in his name.

C. With respect to the extent of 22.25 acres (twenty-two acres twenty five cents) covered by Pending Document No.25 of 2015, registration whereof is pending, the First Party shall, at his own cost, risk and responsibility, obtain the necessary No Objection Certificate(s) and other permissions required, and cause the said extent to be registered in the name of the Second Party. Immediately upon such registration and upon the First Party having paid the entire settlement amount as per Clause A above, the Second Party shall transfer/re-convey the said extent of 22.25 acres also in favour of the First Party or his nominee, by way of a registered sale deed, at the cost and expense of the First Party. However, it is clearly understood that the time fixed for making the payment in Clause A has a bearing to the First Party obtaining the No Objection Certificate(s) required for the registration of the properties extending to an extent of 18.65 acres and 22.25 acres of land.

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D. The Second Party hereby agrees that the First Party will have uninterrupted access to the property described in Clause B & C which will enable the First Party to obtain the NOC from the concerned department at the earliest.

E. In the event the First party fails to pay any of the amounts within the time stipulated in Clause A above, this Agreement shall be deemed to have been violated/breached by the First Party and shall stand cancelled and terminated without reference to either of the parties.

F. By signing this Agreement, the Parties hereto state that they have no further claims or demands against each other with respect to Crl.O.P.No.15514 of 2026 (arising out of Crime No.119 of 2024 on the file of the Inspector of Police, Central Crime Branch – I, Vepery, Chennai), and that all disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Mediation, subject to due compliance with the terms recorded herein.

G. Both the Parties hereby pray that this Settlement Agreement be recorded by the Hon'ble High Court of Madras in Crl O.P No:15514 of 2026 and further pray to grant Anticipatory Bail to the First Party in terms of this Settlement Agreement.

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H. Both the Parties hereby agree that on completion of the terms of this agreement the Second Party will extend complete co-operation to appear before this Hon'ble Court and file an consent affidavit to quash the F.I.R in Crime No.119 of 2024

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on the file of the Inspector of Police, Central Crime Branch – I, Beta-6, EDF-III, Vepery, Chennai – 600 008.

DATE: 16/10/2026

PARTIES SIGNATURE:	(First Party/Petitioner)	(Second Party/Intervenor)
COUNSELS' SIGNATURE:	(Counsel for First Party)	(Counsel for Second Party)



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3. In terms of the settlement arrived at, the defacto complainant had agreed that the anticipatory bail can be granted to the petitioner herein. Apart from that, Mr.Kripakaran reports that the cheque issued for a sum of Rs.25,00,000/- has been honoured on 26.10.2026 in part compliance of the liability under the settlement agreement.

4. The matter being a commercial dispute and one civil in nature, I am inclined to grant anticipatory bail. The petitioner is ordered to be released on bail in the event of arrest or on his appearance, within a period of fifteen days from the date on which the order copy made ready, before the learned Metropolitan Magistrate for Trial of CCB & CBCID Metro Cases, Egmore, Chennai, on condition that the petitioner shall execute a bond for a sum of Rs.10,000/- (Rupees Ten Thousand only), with two sureties each for a like sum, to the satisfaction of the learned Magistrate concerned.

5. The settlement agreement will form a part of this order. Both the parties shall pay a sum of Rs.10,000/- each to Ms.Premalatha, the Mediator who mediated the settlement. Consequently, the connected miscellaneous petition is closed.

28-10-2026

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

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To

1.The Inspector of Police,
Central Crime Branch-I,
Chennai.

2.The Public Prosecutor,
High Court of Madras

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V.LAKSHMINARAYANAN J.

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