

**IN THE COURT OF THE XVI ADDITIONAL SESSIONS AND
CITY CIVIL COURT, CHENNAI – 01.**

PRESENT: Thiru. C. Sanjai Baba.B.A., L.L.B.,
XVI Additional Sessions Judge (FAC)

Thursday, the 02nd day of July 2026

Criminal Appeal No.218/2026
(CNR.No.TNCH01 – 027965– 2025)
(ATN20220022249C202500043)

1. Mr.Naveen, aged 43 years,
S/o.Appa Rao
2. Mr.Appa Rao, aged 59 years,
S/o.Venkatappadu

Both are residing at
No.2-80, Gundum Village(post),
Laveru Madal, Sreekakulam District,
Andhirapradesh – 532407.

....Appellants/Respondents – 1 & 2

Vs.

Mrs.Hema Malini, Femal aged 23 years,
D/o.Malleswara Rao,
New No.7, Old No.20/26,
36th Street, Thirunagar,
Villivakkam, Chennai – 600049.

....Respondent/Petitioner

This Criminal appeal was taken on file on 18.02.2026 and coming on 30.06.2026 before me in the presence of M/s.V.Vijayakumar, S.Sivakumar counsel for the Appellant/Respondents, and of M/s.C.Sivanesan, M.Baskaran counsels for Respondent/Petitioner and having stood over this day for consideration, this court delivered the following.

JUDGMENT

1) This appeal has been filed by the appellant to set-aside the order dated 16.04.2024 passed in DVC No.109/2023 by the learned Additional Mahila Court at Egmore, Chennai.

2) Both parties present along with their counsels. Appellant filed petition to advance the hearing and the same is allowed. A joint compromise memo is filed by both the parties and the same is recorded. Payment out petition also filed and the respondent has endorsed, 'No objection'. It is agreed that the terms of the memo of compromise shall be the part of the Judgment.

3) The terms and conditions of compromise is as follows:-

(i) Both parties agreed to dissolve the marriage dated 21.05.2022 at Gumadam Village, Lauveru Mandai Srikakulam District, Andhra Pradesh between the parties;

(ii) The Appellant/ 1st respondent agreed to give Rs.23,00,000/- (Rupees Twenty Three Lakhs only) by way of cash or DD's along with Iron Bureau, vessels & Clothes to the respondent/petitioner towards full and final settlement as permanent alimony. The respondent/petitioner has to collect her Iron Bureau, Vessels & her dresses (Clothes) & one Plastic Chair from the house of the Appellant/ 1st respondent;

(iii) As per the terms of the settlement agreement dated 09.03.2026, the Appellant/ 1st respondent paid an amount of Rs.6,00,000/-

(Rupees Six Lakhs) Only by way of DD bearing No.739194, dated 05.03.2026 obtained from Union Bank of India, Ranasthalam, Srikakulam District to the respondent/petitioner at first instance ;

(iv) The respondent/petitioner is permitted to withdraw an amount of Rs.1,16,250/-(One Lakh Sixteen Thousand and Two Fifty Only) which was deposited by the Appellant/ 1st respondent in DVC No.109/2023 on the file of Additional Mahila Court, Egmore vide receipt bearing No.07856, dated 13.02.2026 and there is no need to inform the Appellant/ 1st respondent while filing such a payment out petition;

(v) The Appellant/ 1st respondent has agreed to take DD's in favour of the respondent/petitioner for the remaining balance amount of Rs.15,83,750/- (Rupees Fifteen Lakhs & Eighty – Three Thousand and Seven Fifty only) on or before 10.04.2026 and the same shall be handed over to the respondent/petitioner at the time of final hearing day of 13(B) petition filed in the Family Court at Chennai in the presence of Advocates ;

(vi) The respondent/petitioner has agreed to withdraw the above all cases i.e. DVC No.109/2023, MC.No.235/2025 and FIR in crime No.17/2024 and any other cases filed against the Appellant/ 1st respondent in any forum or court or authority.

(vii) The Appellant/ 1st respondent filed a quash petition in Crl.O.P.No.33596/2025 seeking to quash the FIR in Crime No.17 of 2024 on the file of the All Women Police Station, Villivakkam, in which the respondent/petitioner shall file her consent affidavit giving no objection for quashing the FIR and also shall appear before the High Court of Madras when the matter is listed for

hearing;

(viii) Both parties shall not agitate for their civil right against the each parties in future.

(ix) Both the parties have no further or other claims against each other with regard to any issues in the past, present and in future after dissolution of Marriage.

(x) The Appellant/ 1st respondent has agreed to withdraw the HMOP No.132/2024 on the file of the Additional Senior Civil Judge Court, Srikakulam.

(xi) Both parties agree to withdraw all pending cases against each other and undertake not to initiate any future litigation.

(xii) Both parties declare that they have no further claims or rights against each other; and this agreement constitutes a full and final settlement of all disputes.

(xiii) The terms and conditions of this agreement are binding and both the petitioners agree to abide by the terms and conditions stipulated in the memo of compromise.

(xiv) Both the parties agree not to interfere with each other's life in any manner either directly or indirectly and in spite of this, if either of the parties breaches the terms and condition of this memo of compromise, the aggrieved party is at liberty to initiate appropriate legal proceedings for compensation before the competent forum.

4) However, as far as this appeal is concerned, the compromise is recorded. Regarding the other terms of compromise, this court cannot pass any orders. As far as the dispute between the parties in DVC. No.109/2023 which is

the subject matter in this appeal alone is closed based on the compromise.

5) Result, In the result, this appeal stands disposed. Convicted and sentence passed by the Additional Mahila Court at Egmore, Chennai, in DVC No.109/2023, dated 16.04.2024 is set-aside. Accused Acquitted. Bail bond, if any, Stands Cancelled. No Costs.

Dictated directly to the steno, corrections carried out, printout taken, and pronounced by me in the open court on this 02nd day of July 2026.

XVI Addl. Sessions Judge,(FAC)
City Civil Court, Chennai.

Copy to:

The Additional Mahila Court,
Egmore, Chennai-08.

Draft/Fair Judgment
C.A No.218/2026
Dt.:02.07.2026
XVI Addl Court,
Chennai.