

CRL OP No.14684 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

**DATED: 24-07-2026**

CORAM

**THE HON'BLE MR.JUSTICE SUNDER MOHAN**

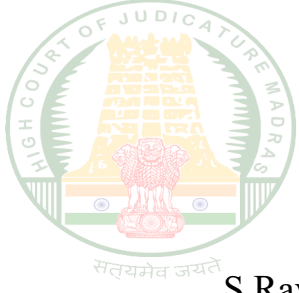
**CRL OP No.14684 of 2023**

**and**

**CRL MP No.9175 of 2023**

1. M/s.Milltex Engineers Private Limited  
Rep. by its Managing Director  
Mr.S.Manikandan,  
Door No.8/49, Sundaresa Layout,  
Trichy Road, Coimbatore - 641 018.
2. S.Manikandan  
Managing Director of  
M/s. Milltex Engineers Private Limited,  
Door No.8/49, Sundaresa Layout,  
Trichy Road, Coimbatore – 641 018.
3. Supriya Paul  
Director of  
M/s. Milltex Engineers Private Limited,  
Door No.8/49, Sundaresa Layout,  
Trichy Road, Coimbatore – 641 018.
4. Subrata Paul  
Director of  
M/s. Milltex Engineers Private Limited,  
Door No.8/49, Sundaresa Layout,  
Trichy Road, Coimbatore – 641 018.

...Petitioners/A1 to  
A4



CRL OP No.14684 of 2023

Vs

S.Raveendran  
S/o.A.Subburaj,  
Door No.11/25-14,  
Thotta Salai Street,  
Vagarayampalayam Post,  
Coimbatore - 641 659.

...Respondent/  
Complainant

Prayer : Criminal Original Petition filed under Section 482 of the Criminal Procedure Code to call for the records and to quash the private complaint in STC.277 of 2023 pending trial on the file of the Judicial Magistrate Court, Sulur.

For Petitioners:

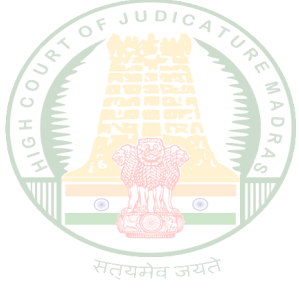
Mr.K.Karthikeyan  
for  
Mr.S.B.Viswanathan

For Respondent:

Sole Respondent Served - No Appearance

### **ORDER**

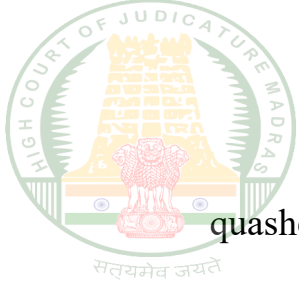
The petitioners/accused have sought for quashing of the private complaint filed under Section 138 of the Negotiable Instruments Act, 1881, in S.T.C.No.277 of 2023 pending trial on the file of the Judicial Magistrate Court, Sulur.



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2. It is the case of the respondent that the first petitioner, being the company, had issued a cheque for Rs.47,692/- (Rupees Forty Seven Thousand Six Hundred and Ninety Two Only) dated 17.12.2022, drawn on ICICI Bank, Coimbatore to the respondent towards gratuity; that when the said cheque was presented for collection, it was dishonoured for the reason "*Funds Insufficient*"; that in spite of the statutory notice, the petitioners did not make the payment; and thus, they committed the aforesaid offence.

3. Mr.K.Karthikeyan, the learned counsel of the petitioners/accused, would submit that it is a fact that the petitioners did not make the payment within the statutory period mentioned in the notice; that however they made the payment of Rs.27,692/- (Rupees Twenty Seven Thousand Six Hundred and Ninety Two Only) on 09.03.2023 and the balance payment of Rs.20,000/- (Rupees Twenty Thousand Only) on 21.03.2023; that the complainant had made a Sworn Statement before the learned Magistrate on 25.04.2023 suppressing the fact of the payment made to him; and that the impugned complaint, therefore, is liable to be

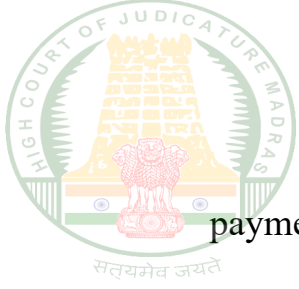


quashed for suppression of the material facts in the Sworn Statement and also for the fact that the entire cheque amount has been settled.

4. Though notice has been served on the respondent and the name of the respondent is printed in the cause list, none has entered an appearance on his behalf.

5. It is seen from the complaint that the statutory notice was sent by the respondent on 20.01.2023. This fact is not disputed by the petitioners. The petitioners ought to have made the payment within 15 days from the receipt of the said notice. The petitioners admittedly had not made the payment. The respondent filed the complaint within the statutory period. Therefore, the filing of the complaint cannot be faulted.

6. The petitioners have produced Bank statements of the first petitioner's account maintained at ICICI Bank. There is a reference to the transfer of Rs.27,692/- on 09.03.2023 though the name of the *de-facto* complainant is not mentioned. The petitioners however produced a

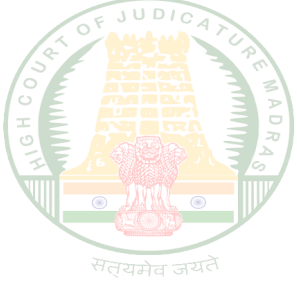


payment summary issued by the Bank to evidence the said payment of Rs.27,692/- to the respondent. Similarly, the second payment of Rs.20,000/- was made on 21.03.2023 as could be seen from the Bank statement as well as the payment summary issued by the aforesaid Bank.

7. Since there is no reason to doubt the credibility of the Bank statement and the documents produced by the petitioners, this Court is of the view that the petitioners have established that the cheque amount has been settled in favour of the complainant.

8. Though the payment has been made belatedly, this Court is of the view that no useful purpose would be served in continuing the proceedings, as the main object of Section 138 of the Negotiable Instruments Act, 1881, is to compensate the complainant. The Hon'ble Supreme Court in ***Damodar S.Prabhu vs Sayed Babalal H*** reported in ***(2010) 5 SCC 663*** held as follows:

*“18. It is quite obvious that with respect to the offence of dishonour of cheques, it is the compensatory aspect of the remedy which should be given priority over the punitive aspect.”*



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Hence, this Court is inclined to quash the impugned complaint.

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9. In view of the above, this Criminal Original Petition is allowed.

Consequently, the connected miscellaneous petition is closed.

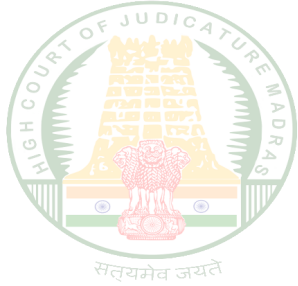
**24-07-2026**

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

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**SUNDER MOHAN J.**

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