



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 06-08-2026

CORAM

THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

CRL OP No. 21536 of 2026

and

CRL MP No.14322 & 14324 of 2026

1. M/s.S.Dhanapal and Associates LLP
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Kaveri Complex,
No.96/104, Numbambakkam High Road,
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Chennai-600 034

..Petitioner(s)

Vs

Smita Chirimar,
W/o. Amit Kishore Chirimar,
Block N, Flat 303, The Atrium,
22, Kalaksetra Road,
Thiruvanmiyur,
Chennai-600 041.



..Respondent(s)

Prayer: This Criminal Original Petition filed under Section 528 of BNSS, to call for the records in STC No.636 of 2026, on the file of the FTC-III, Metropolitan Magistrate, Saidapet, Chennai and to quash the same.

For Petitioner(s): Mr.M.Shahjahan

ORDER

The prayer in the Criminal Original Petition is to quash the final report in STC No.636 of 2026 on the file of the FTC-III, Metropolitan Magistrate, Saidapet, Chennai. The same is a private complaint filed complaining an offence under Section 138 of the Negotiable Instruments Act, 1881. Upon perusing the complaint, it is alleged that as if the respondent was an employee in the Limited Liability Partnership and that a sum of Rs.2,25,000/- was due towards her monthly remuneration for the month of March 2025 and upon presenting the cheque, the cheque was returned dishonoured and hence, the complaint.

2.The learned counsel for the petitioner would submit that the entire case is absolutely false. The respondent – complainant is one of the partners in the Limited Liability Partnership and it can be gauged from the partnership deed dated 05.04.2025. There was dispute between the partners and the respondent –



Complainant want to sever the relationship from the partnership firm and only in that regard, an appropriate agreement for retiring from the partnership along with the cheque which was prepared for the final amount due was made ready. However, clandestinely, the respondent – complainant took away the cheque without signing and making truce with the other partners. So long as the agreement is not signed, the liability cannot be deemed to have been determined. In fact immediately, the petitioner has issued an e-mail communication and also lodged a complaint about the act of the complainant taking away the cheque alone without signing the agreement.

3.I have considered the said submissions made by the learned counsel for the petitioner and perused the material records of the case.

4.It is true that if the amount is claimed towards the due arising out of the partnership agreement between the parties, then so long as it remains undetermined, the legal liability will not arise. But the complainant's case in the complaint is that, it is the monthly remuneration as if the salary is being paid to her. If the said case is false then it has to be established only in the course of the trial and it cannot be determined by this Court in the quash petition. The accused has to establish his defence by way of cross examination, by marking all the documents during the course of the examination, in order to contend that the cheque was prepared only towards the severance of liability in the



partnership and not towards the monthly remuneration. With the said opportunity kept open for the petitioner to raise all the grounds before the trial Court during the course of the trial, the prayer in the Criminal Original Petition to quash the proceedings cannot be entertained and as such is disposed of. Consequently, connected Criminal Miscellaneous Petitions are closed.

5.Considering the nature of the case and the hardship pleaded, the presence of the petitioner before the trial Court shall dispensed with, except for the hearings that may be insisted upon by the trial Court, on condition that on the days when the petitioner is not present, he must be represented through his counsel and due cooperation should be made to the trial Court in disposing of the case.

06-08-2026

Neutral Citation: Yes/No

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To

- 1.The FTC – III, Metropolitan Magistrate Court, Saidapet, Chennai.
- 2.The Public Prosecutor, High Court of Madras.



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D.BHARATHA CHAKRAVARTHY, J.

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