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CRL A Nos. 590 and 592 of 2018

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26-02-2026

CORAM

THE HONOURABLE MR JUSTICE M. NIRMAL KUMAR

CRL A Nos. 590 and 592 of 2018

P.Murali
S/o.K.M.Panchanathan,
No.3B/4B, 9th Block, Ceebros Park,
No.2A, Dr.Radhakrishnan Salai,
Valasarawakkam, Chennai – 600 087.

Appellant/Complainant

Vs

1.M/s.BMD Hotels and Resorts Pvt. Ltd.
No.12/33, Jambulingam Street,
Nungambakkam, Chennai – 600 034.
Rep. by its Managing Director
Nirmala Devi

2. Nirmala Devi
W/o.Bhaskar
Managing Director,
M/s.BMD Hotels and Resorts Pvt. Ltd.
No.12/33, Jambulingam Street,
Nungambakkam, Chennai – 600 034.

3. S.Bhaskar
S/o.Sambandam
Director,
M/s.BMD Hotels and Resorts Pvt. Ltd.
No.12/33, Jambulingam Street,
Nungambakkam, Chennai – 600 034.

Respondent(s)/A1 to A3



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S/o.K.M.Panchanathan,
No.3B/4B, 9th Block, Ceebros Park,
No.2A, Dr.Radhakrishnan Salai,
Valasarawakkam, Chennai – 600 087.

Appellant/Complainant

Vs

1.M/s.Airmedia Technologies Chennai Pvt. Ltd.
No.12/33, Jambulingam Street,
Nungambakkam, Chennai – 600 034.
Rep. by its Managing Director
Nirmala Devi

2. Nirmala Devi
W/o.Bhaskar
Managing Director,
M/s. Airmedia Technologies Chennai Pvt. Ltd.
No.12/33, Jambulingam Street,
Nungambakkam, Chennai – 600 034.

3. S.Bhaskar
S/o.Sambandam
Director,
M/s. Airmedia Technologies Chennai Pvt. Ltd.
No.12/33, Jambulingam Street,
Nungambakkam, Chennai – 600 034.

Respondent(s)/A1 to A3

COMMON PRAYER: Criminal Appeals filed under Section 378 of Cr.P.C., praying to set aside the judgment dated 27.07.2018 passed by the learned V Additional Sessions Judge, Chennai in C.A.Nos.106 and 105 of 2016, respectively, and convict the respondents/appellants/Accused 1 to 3 by confirming the judgment dated 31.03.2016 passed in C.C.Nos.133 and 134 of 2012, respectively, by the learned Fast Track Judge-I, Metropolitan Magistrate, Egmore, Chennai.



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For Appellant : Mr.M.Fazulul Haq
in both cases For M/s.Juris and Justia

For Respondents : Mr.A.Nagarajan
in both cases

COMMON ORDER

The appellant as complainant filed a private complaint against the respondents for offence under Section 138 of the Negotiable Instruments Act in C.C.Nos.133 and 134 of 2012, respectively. The trial Court, by the judgment dated 31.03.2016, convicted the respondents and directed the first respondent-company to pay the fine amount of Rs.10,000/- and sentenced the second and third respondents to undergo two years simple imprisonment each, and to pay jointly the cheque amount of Rs.12,50,000/- and Rs.7,50,000/-, respectively, as compensation. Aggrieved against the same, the respondents preferred an appeal in Crl.A.Nos.106 and 105 of 2016, respectively, before the learned V Additional Sessions Judge, Chennai. The learned Sessions Judge, by the judgment dated 27.07.2018, allowed the appeal setting aside the conviction and sentence passed by the trial Court, against which, the present appeals are filed.

2.Now both the parties had gone for a negotiation and arrived at a full and final settlement for a sum of Rs.10,00,000/-. The appellant/complainant agreed



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to receive the said amount. The respondents paid a sum of Rs.10,00,000/- to the appellant by way of a Demand Draft bearing No.489830 dated 04.02.2026, drawn on HDFC Bank, Madipakkam Branch, Chennai and the appellant acknowledged receipt of the same. The copy of the Demand Draft with acknowledgement is produced before this Court. A scanned reproduction of the demand draft reads as follows:

HDFC BANK ALL INDIA CASH NOT NEGOTIABLE **DEMAND DRAFT** VALID FOR 1 MONTHS ONLY
PAYABLE AT PAR AT ALL BRANCHES OF HDFC BANK LTD

ON DEMAND PAY *** P MURALI A/C NO 602601540864 *** Or Order

IN RUPEES **TEN LAKH ONLY.** ₹ ***10,00,000.00**

REDDY BROTHERS REALTY
MADIPAKKAM
CHENNAI - 600091

REF. No. 001113509319

FOR VALUE RECEIVED
The Bank
Dr. M. C. S. S. S. S.
AUTHORISED SIGNATOR
Please sign across

***489830* 60024000081 9999901 16**

DP Recd
26/2/26

3. Today, the appellant as well the respondents and their respective counsels are present before this Court. Both the parties confirmed the



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compromise and filed a Memorandum of Understanding dated 26.02.2026 signed by both parties and their respective counsel. The terms of Memorandum of Understanding read as follows:

1

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ENTERED INTO AT CHENNAI
ON THIS 26th DAY OF FEBRUARY, 2026 BETWEEN

S.BHASKAR Son of Sambandam Director of M/s.BMD Hotels and Resorts Pvt.Ltd, Hindu aged about 55 years, residing at No.148/106 3rd Floor Sri Kumachi Apartment Habibula Road, T.Nagar Chennai- 600 017 herein after referred to as '**PARTY OF THE FIRST PART**', wherever the context herein so permits shall mean and includes his heirs, legal representatives, administrators and assigns;

AND

P.MURALI Son of K.M.Pannanathan, residing at No.3b/4b, 9th Block Ceebros Park, No.2A, Dr.Radhakrishnan Salai, Velasaravakkam, Chennai - 600 087 herein after referred to as '**PARTY OF THE SECOND PART**', wherever the context herein so permits shall mean and includes his heirs, legal representatives, administrators and assigns;

WHEREAS The Party of the First Part had borrowed a sum of Rs.40,00,000/- (Rupees Forty Lakhs Only) during 2008 towards the purchase of land in Kovvathur in Kancheepuram District from the Party of the Second Part and agreed to repay the same. The First Part had failed to repay the borrowed amount on repeated demand the First Part had issued a five Cheques bearing Nos. 155673, 155674, 155676 and 155677 dated 20.12.2009, 20.01.2010, 20.02.2010, 20.03.2010 and 20.04.2010 respectively for Rs.2,50,000/- each totally Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand) drawn on Bank of Indian , Theagaroya Nagar CP Branch, T.nagar Chennai- 600017



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infavour of the Party of the Second Part and the same was presented by the Party of the Second Part through its bankers, Vijaya Bank Ltd, Anna salai Branch, Chennai on 24.05.2010 and for the same the cheque has been returned on 25.05.2010 for the reason "Exceeds Arrangement". Hence Complying the mandatory provision U/s. 138 of Negotiable Instrument Act, 1881, the Party of the Second Part had filed a Complaint against the party of the First Part before the Learned Metropolitan Magistrate, Fast Track No.I Allikullam, Chennai In C.C.No.133 of 2012.

After completion of trial the Party of the First Part herein was found guilty of the offence u/s.138 of Negotiable Instruments Act and sentenced to undergo Simple Imprisonment for a period of Two Years and he has directed to pay the amount covered under cheque amount as Compensation of Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand) to the Party of the Second Part and in default undergo Simple Imprisonment for a period of Six Months. (Judgment dated 31.03.2016).

Aggrieved by the above said Judgement, the Party of the First Part had preferred an appeal in CrI.A. No. 106 of 2016 before the Learned V Additional Session Judge, Chennai, after hearing arguments of both the Counsels, Learned V Additional Session Judge, Chennai was allowed the Criminal Appeal dated 27.07.2018 and the Judgment of conviction sentence passed by the learned Metropolitan Magistrate, Fast Track No.I Allikullam, Chennai in C.C.No.133 of 2012 dated 31.03.2016 is hereby set aside. Thereafter the Party of the Second Part had filed a Criminal Appeal before the Hon'ble High Court, Madras in CrI.A.No.590 of 2018 and it is still pending.



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WHEREAS The Party of the First Part had borrowed a sum of Rs.40,00,000/- (Rupees Forty Lakhs Only) during 2008 towards the purchase of land in Koovathur in Kancheepuram District from the Party of the Second Part and agreed to repay the same. The First Part had failed to repay the borrowed amount on repeated demand the First Part had issued a five Cheques bearing Nos. 610766, 610765, 610767, 610768 and 610769 dated 20.12.2009, 20.01.2010, 20.02.2010, 20.03.2010 and 20.04.2010 respectively for Rs.1,50,000/- each totally Rs.7,50,000/- (Rupees Seven Lakhs Fifty Thousand) drawn on Bank of Indian , Theagaroya Nagar CP Branch, T.nagar Chennai- 600017 infavour of the Party of the Second Part and the same was presented by the Party of the Second Part through its bankers, Vijaya Bank Ltd, Anna salai Branch, Chennai on 24.05.2010 and for the same the cheque has been returned on 25.05.2010 for the reason "Funds Insufficient". Hence Complying the mandatory provision U/s. 138 of Negotiable Instrument Act,1881, the Party of the Second Part had filed a Complaint against the party of the First Part before the Learned Metropolitan Magistrate, Fast Track No.I Allikullam, Chennai in C.C.No.134 of 2012.

After completion of trial the Party of the First Part herein was found guilty of the offence u/s.138 of Negotiable Instruments Act and sentenced to undergo Simple Imprisonment for a period of Two Years and he has directed to pay the amount covered under cheque amount as Compensation of Rs.7,50,000/- (Rupees Seven Lakhs Fifty Thousand) to the Party of the Second Part and in default undergo Simple Imprisonment for a period of Six Months. (Judgment dated 31.03.2016).



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Aggrieved by the above said Judgement, the Party of the First Part had preferred an appeal in Crl.A. No. 105 of 2016 before the Learned V Additional Session Judge, Chennai, after hearing arguments of both the Counsels, Learned V Additional Session Judge, Chennai was allowed the Criminal Appeal dated 27.07.2018 and the Judgment of conviction sentence passed by the learned Metropolitan Magistrate, Fast Track No.1 Allikullam, Chennai in C.C.No.134 of 2012 dated 31.03.2016 is hereby set aside. Thereafter the Party of the Second Part had filed a Criminal Appeal before the Hon'ble High Court, Madras in Crl.A.No.592 of 2018 and it is still pending.

WHEREAS the Parties of both the parts herein mutually agreed to settle the issue amicable.

WHEREAS the Parties of both the parts have agreed for the same and decided to reduce the terms and conditions of this Memorandum of Understanding into writing as follows:

NOW THIS DEED OF MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

- (1) The Party of both the Parts had gone for a negotiation and arrived a full and final settlement for a sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) after recalculation the accounts and then and the same was agreed by the Party of the Second Part.
- (2) The Party of the First Part has foregone to settle the amount of Rs.10,00,000/- (Rupees Ten Lakhs Only) by way of Demand Draft No.489830 dated 04.02.2026 drawn on HDFC Bank, Madipakkam Branch, Chennai and the same would be handed over to the Party of



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the Second Part during the time of Execution of this Memorandum of Understanding.

- (3) On after the receipt of the entire full and final settlement amount, the Party of the Second Part is ready and accept to withdraw Criminal appeal CrI.A.No.590 of 2018 and 592 of 2018 pending before the Hon'ble High Court, Madras.
- (4) The Party of the Second Part undertakes to withdraw Criminal appeal the above mentioned case in CrI.A.No.590 of 2018 and 592 of 2018 before the Hon'ble High Court, Madras and shall issue no due certificate on receipt of the amount of Rs.10,00,000/-(Rupees Ten Lakhs Only) as stated supra and declare and undertake that he shall not claim any interest or litigation expenses or damages or compensation in any form in future.
- (5) The Party of the First Part hereby undertake to file a necessary petition(s) to withdraw Criminal appeal before the Hon'ble High Court, Madras in CrI.A.No.590 of 2018 and 592 of 2018 as mutually decided between both the Parties.
- (6) The Parties of both the part herein declare and confirm that they abide by the terms and conditions stipulate in this Memorandum of Understanding.
- (7) The Second Part shall return any Cheques, Stamp papers or any relevant documents which is pertaining to the case during the execution of this Memorandum of Understanding.



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- (8) The Party of the Second Part should not use any of the Cheque mentioned above or something which were omitted to add in the case either through themselves or through third persons including the family members of Party of the Second Part.
- (9) The Parties of both the part herein declare and solemnly affirm that they are executing this Memorandum of Understanding out of their own will and pleasure without any compulsion or force from anybody.

IN WITNESS WHEREOF, THE PARTIES hereto have affixed their respective hands on the Day, Month and Year as written herein above.

Witnesses:

(1) *N/S. BASKAR*

PARTY OF THE FIRST PART

(2) *For [Signature]*

(Nirmala Devi)

(2)

PARTY OF THE SECOND PART

P. MURALI

*for [Signature]
(4/6/2018)
Counsel for Respondent*

*[Signature]
Counsel for [Signature] (17/6/18)*



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The terms of Memorandum of Understanding are recorded.

4.The Memorandum of Understanding dated 26.02.2026 is taken on file.
Accordingly, these Criminal Appeals are disposed of in terms of the
Memorandum of Understanding dated 26.02.2026.

26.02.2026

Index : Yes / No

Neutral citation : Yes / No

Internet : Yes/No

Speaking / Non-speaking order
rsi

To

1.The V Additional Sessions Judge,
Chennai.

2.The Metropolitan Magistrate,
Fast Track Court-I, Egmore,
Chennai.



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M. NIRMAL KUMAR, J.

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