

IN THE HIGH COURT OF JUDICATURE AT MADRAS
DATED: 24.10.2016
CORAM
THE HONOURABLE MR. JUSTICE C.T.SELVAM
Crl.R.C.No.429 of 2014

Nilkanth Gharote
Proprietor, Aparna Enterprises,
Shop No.6, Chandak Building,
Near Happy Home Lodge,
Soni Lane, Tekdi Road,
Sitabuldi,
Nagpur 440 012.
Now at
No.6, Balaji Apartments
Subhash Nagar, Jaitale Road
Nagpur

... Petitioner

Vs.

M/s. Ajino Moto India Pvt. Ltd.,
Rep. by its Company Secretary,
Mr.L. Sriram,
No.25, Anna Salai,
Saidapet,
Chennai 600 015.

... Respondent

Criminal Revision filed under Section 397 and 401 Cr.P.C.
praying against the judgment dated 02.04.2014 passed in
C.A.No.45 of 2013 on the file of learned VII Additional Judge,
City Civil Court, Chennai confirming the conviction and sentence
awarded under judgment dated 01.02.2013 passed in C.C.No.10808
of 2008 by learned Metropolitan Magistrate, FTC III, Saidapet,
Chennai.

For Petitioner : Mr.Prakash Goklaney
For Respondent : Mr.S.Santhoshkumar

O R D E R

This revision is preferred against concurrent judgment of
Courts below convicting the petitioner for offence under Section
138 of the Negotiable Instruments Act and sentencing him to
undergo 1 year S.I and to pay a sum of Rs.4,60,368/- (three
cheque amounts) as compensation within a period of three months
i/d to undergo 2 months S.I.

2. Learned counsel for petitioner submitted that the matter stands settled between the parties. Learned counsel submits that the petitioner has no objection to the complainant withdrawing the sum deposited before the learned Magistrate, Fast Track Court III, Saidapet, Chennai.

3. Learned counsel for respondent affirms the submissions of learned counsel for petitioners viz., that the dispute stands settled between the defacto complainant and petitioner.

4. Learned counsel for petitioner and learned counsel for respondent have filed a Joint memo of compromise dated 19.10.2016 to compound the offence, wherein petitioner, respondent and their respective counsel have signed. The relevant portion of Joint Memo of Compromise is extracted hereunder:

"The respondent agrees to receive a total sum of Rs.2,35,000/- (Rupees Two Lakhs and Thirty five thousand only) in full and final settlement of the claim made in C.C.No.10808 of 2008. Such amount shall be payable as follows:

a) Rs.50,000/- (Rupees fifty thousand only) paid as fine under Receipt No.51284 dated 25.3.2013 before the Trial Court, shall be ordered to be paid out to the respondent, for which the petitioner has no objection. For this purpose, the fine receipt shall be returned to the respondent herein for further process.

b) Rs.1,85,000 (Rupees One lakh eighty five thousand only) being paid by the petitioner to the respondent by way of Demand Draft dated 18.10.2016 bearing No.354671 drawn on Bank of India, Sowcarpet Branch.

c) The respondent in the light of the compromise entered into with the petitioner has no objection for the encashment by the petitioner of the Fixed Deposit (including interest) before the Indian Bank, High Court Branch, in F.D.No.6219947927 under orders of this Court.

The alleged offence under Section 138 shall hereby stand compounded. The petitioner shall stand acquitted."

5. In view of the Memo of Compromise filed to compound the offence signed by the parties as also the respective counsel, this Court is inclined to allow this revision. Accordingly, the

offence under section 138 of the Negotiable Instrument Act tried in C.C.No.10808 of 2008 shall stand compounded. The petitioner shall stand acquitted in the case. Fine amount, if any, paid by the petitioner shall be refunded to them. The Joint Memo of Compromise dated 19.10.2016 to compound the offence is hereby recorded and the same shall form part of the order.

6.It will be open to the respondent/complainant to withdraw the sum of Rs.50,000/- (Rupees Fifty thousand only) which is lying to the credit of C.C.No. 10808 of 2008 on the file of learned Metropolitan Magistrate, Fast Track Court III, Saidapet, Chennai.

7.It is submitted by the learned counsel for the petitioner that pursuant to the order passed in M.P.No.1 of 2014 in Crl.R.C.No.429 of 2014, petitioner produced the original fixed deposit receipt No.6219947927 for Rs.1,00,000/- and the same may be returned to petitioner. Considering the submission, the Registry is directed to return the Fixed Deposit Receipt to learned counsel for petitioner under due acknowledgment.

-s/d-

Assistant Registrar

True Copy

Sub-Assistant Registrar

To

1.The VII Additional Judge, City Civil Court, Chennai

2.-do-Thro The Principal Sessions Judge Chennai

3.The learned Metropolitan Magistrate,
FTC III, Saidapet, Chennai.

4.-do- Thro The Chief Metropolitan Magistrate
Egmore Chennai-8

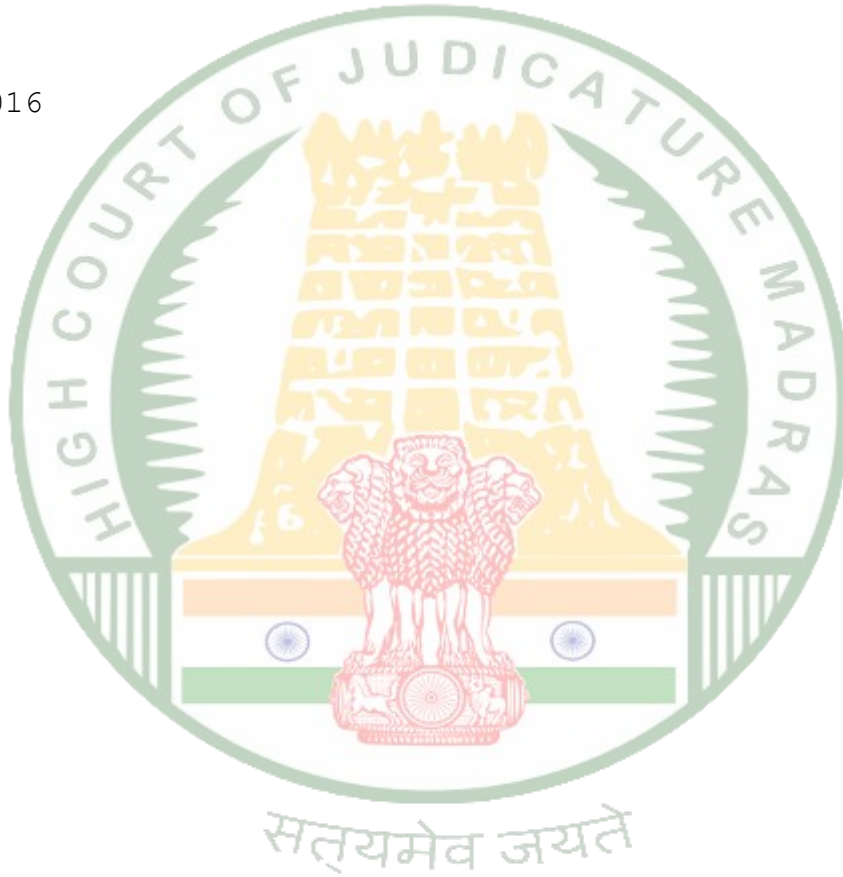
copy to
The Section Officer
Criminal section
High Court Madras

The Section Officer
Accounts Section High Court Madras

+2 cs to Mr.Prakash Goklaney Advocate sr 60735/16
+1 cc to M/s.S.Santhosh Kumar Advocate sr 60253
dated 01/11/2016

Cr1.R.C.No.429 of 2014

sv(co)
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