

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30.11.2017

CORAM:

THE HONOURABLE MR.JUSTICE V.BHARATHIDASAN

Criminal Appeal No.1068 of 2001

S.Venkatalakshmi .. Appellant/Complainant

Vs

P.Padmavathi ... Respondent/Accused

Prayer:- Criminal Appeal filed under Section 378 Cr.P.C., against the order in C.C.No.8573/99, on the file of the V Metropolitan Magistrate, Egmore, Chennai dated 16.10.2000.

For Appellant : Mr.G.Sankaran

JUDGMENT

This appeal has been filed against an order of acquittal. The appellant is the daughter in law of the respondent/accused, has filed a complaint under Section 138 of Negotiable Instruments Act. The above complaint has been given on the ground that the appellant and the son of the respondent were husband and wife. Subsequently, a dispute has been arrived between the parties, alleging that the respondent harassing the appellant demanding dowry. The appellant has given a complaint against the respondent, at that time a compromise has been entered into between the parties under Ex.P.1. By which the respondent, aggrieved to repay a sum of Rs.1,20,000/- which was received by him at the time of marriage. A sum of Rs.60,000/- has been given at the time of entering into the agreement and further agreed that remaining a sum of Rs.60,000/- will be paid after the conclusion of divorce proceedings between the appellant and her husband and for that the respondent issued a cheque for a sum of Rs.60,000/-. Subsequently, the appellant presented the cheque for collection the same was returned on the ground of stop payment. Thereafter, she has issued a legal notice on 06.12.2005 and completing the legal formalities, the appellant filed a private complaint.

2. In order to prove his case, the appellant examined herself as P.W.1 and examined the Bank Managers as P.W.2 and P.W.3 and she has produced an agreement dated 09.11.1998 entered into the parties as Ex.P.1, cheque in dispute as Ex.P.2 and return memo as Exs.P.3 and 4. The legal notice issued by the appellant and the acknowledgment as

Exs.P.5 and 6 and the account statement of the respondent/accused as Ex.P.7.

3. When the above incriminating materials were put to the accused under Section 313 Cr.P.C., she denied the same as false. However, she did not choose to examine any witness or mark any documents on his side.

4. Considering the above materials, the trial Court acquitted the respondent on the ground that as per the Ex.P.1 agreement. The cheque has been given as a security, which is agreed by the parties. Thereafter, on the conclusion of divorce proceedings, the appellant should pay the remaining a sum of Rs.60,000/- for that purpose only the cheque has been given. But, before the conclusion of divorce proceedings, the appellant presented the cheque and there is no legally enforceable liability. Now, challenging the order of acquittal present appeal has been filed by the appellant.

5. I have heard, Mr.G.Sankaran, learned counsel appearing for the appellant and the notice was sent to the accused/respondent and the same was not served on the respondent, I also perused the records carefully.

6. It is an admitted fact, that the respondent is the mother in law of the appellant. Earlier the complainant entered into an agreement with the respondent. In the above agreement, the parties agreed that the respondent should pay a sum of Rs.1,20,000/- to the appellant as it was received as a dowry at the time of marriage, and the respondent also paid a sum of Rs.60,000/- on the date of agreement and for the remaining amount of Rs.60,000/-, parties agreed that the amount will be paid after the conclusion of divorce proceedings, for security purpose the disputed cheque has been given as security. On perusal of the record it could be seen that before the conclusion of divorce proceedings in the violation of the agreement, condition the appellant has presented the cheque and it was returned on the ground that the respondent to issue stop payment.

7. Considering the entire materials available on record, the trial Court has rightly held that the cheque has been given only as a security and in violation of the agreement entered between the parties, before termination of the divorce proceedings, the appellant has presented the cheque, and there is no legally enforceable liability at the time of presenting the cheque. I have carefully considered the entire material available on record and i find no reason to interfere with the impugned order of acquittal passed by the trial Court. Hence, the appeal fails and the same is deserves to be dismissed.

8. In the result, the Criminal Appeal fails and accordingly, the same is dismissed and the impugned order of acquittal passed by the court below is hereby confirmed. Consequently, connected miscellaneous petition is closed.

dh/mr

Sd/-

Assistant Registrar(CS V)

//True Copy//

Sub Assistant Registrar

To

1. The V Metropolitan Magistrate,
Egmore, Chennai.
2. do-Thro The Chief Metropolitan Magistrate,
Egmore, Chennai -8

Copy to: The Section Officer, VR Section,
High Court, Madras 104

RJ(CO)
sm:12.6.2018

Crl.A.No.1068 of 2001



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