



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 12.06.2019

CORAM

THE HONOURABLE MRS. JUSTICE T.KRISHNAVALLICr1.R.C(MD)No.96 of 2019

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M/s.Transmetal (India)
through its Proprietor,
Mr.Picco,
45, Post Office Road,
2nd Floor, Parrys,
Chennai-1

: Revision Petitioner/
Appellant/Accused

Vs.

Mr.Deivendran

: Respondent/Respondent/
Complainant

Prayer: Criminal Revision has been filed under Section 397 r/w 401 of Criminal Procedure Code against the judgment, dated 23.01.2019 passed by the V Additional District and Sessions Judge, Madurai, in Cr.A.No.60 of 2017, confirming the judgment of the Judicial Magistrate No.1, Fast Track Court, Madurai, passed in STC No.624 of 2013 and set aside the same and allow the above revision petition and acquitted me from the charges.

For Revision Petitioner : Mr.J.Mathesh

For Respondent : Mr.V.R.Venkatesan

J U D G M E N T

This criminal revision is directed against the judgment, dated 23.01.2019 passed by the V Additional District and Sessions Judge, Madurai, in Cr.A.No.60 of 2017, confirming the judgment of the Fast Track Court No.1, Madurai, passed in STC No.624 of 2013, dated 02.06.2017

2.The factual matrix of the case leading to the filing of the present revision petition are as under:-

The complainant is the approved registered contractor with Tamil Nadu Electricity Board and the accused is running an industries in the name and style of M/s.Transmetal (INDIA) having fabrication and galvanizing units at SIDCO Industries Estate, Gummidy Poondy, Madarpakkam and the accused is an approved contractor and supplier of Tamil Nadu Electricity Board. The accused contacted the complainant over phone and expressed his



willingness to supply the transmission tower parts and the complainant accepted the same and purchased transmission tower parts from the accused. Thereafter, the accused supplying the materials regularly without any default and received payment from the complainant. On 05.07.2011, on the request of the accused, the complainant paid Rs.12,00,000/- through cheque bearing No.874740 drawn on Indian Overseas Bank, Chokkikulam, Madurai, for supply of 11 KV post top insulator 4000 numbers @ Rs.300/- per piece and for the same, the complainant transferred the amount through RTGS and the same was credited to the account of the accused. Thereafter, the accused miserably failed to supply any material, despite the deposit of the above said amount. In spite of repeated demand, the accused gave a cheque for Rs.12,00,00/- on 10.02.2013 to the complainant through cheque No.926362 drawn on Karnataka Bank, Kodambakkam, Chennai. When the cheque was presented for collection on 14.02.2003 through the Indian Overseas Bank, Chokkikulam Branch, Madurai, the same was returned with an endorsement stating that exceed arrangements. Thereafter, the complainant issued a legal notice on 23.02.2013 to the accused and on receipt of the notice on 28.02.2013, the accused sent a reply on 09.03.2013, but he has not turned up to repay the amount. Hence, a complaint under Section 138 of the Negotiable Instruments Act (in short "The Act") was filed.

3.The accused was summoned. Notice under Section 251 Cr.P.C was served upon the accused to which he pleaded not guilty and claimed trial. After completing trial, vide order, dated 02.06.2017, learned Fast Track Court No.1, Madurai, convicted accused for the offence punishable under Section 138 of Negotiable Instruments Act and sentenced to him to undergo one year simple imprisonment and to pay a fine of Rs.12,00,000/- towards compensation.

4.Feeeling aggrieved by this order, appeal was preferred before the Additional District and Sessions Judge, Madurai, dated 23.01.2019 and the learned Judge also confirmed the findings of the trial court. Challenging the concurrent findings of the courts below the petitioner is before this court.

5.When the matter is taken up for hearing on 07.06.2019, the revision petitioner and the respondent/de-facto complainant along with their counsel appeared in person. They have already filed a Joint Memorandum of compromise, dated 30.04.2019 stating that the dispute between the parties has already been compromised.

6.The Joint Compromise Memo, dated 30.04.2019 reads as follows:-

1.It is respectfully submitted that the petitioner in the above criminal revision petition has come for compromise in order to settle the subject matter of the issue involved in the above criminal revision petition amicably and there upon, the petitioner has offered a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs only) for the



cheque amount along with loss caused by the respondent/complainant and therefore, the petitioner is willing and ready to pay a sum of Rs.12,00,000/- (Rupees Twelve Lakhs only) along with Rs.3,00,000/- (Rupees Three Lakhs only) to compensate the loss and mental agony for the respondent/complainant.

2.It is respectfully submitted that the respondent/complainant has accepted the offer made by the petitioner/accused and the respondent/complainant is ready and willing to receive a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs only) as full and final settlement in respect of the subject matter of the cheque amount involved in STC No.624 of 2013 on the file of the Judicial Magistrate No.I, Fast Track Court, Madurai.

3.Pursuant to this agreement, the petitioner at 1st instant is paying a sum of Rs.13,50,000/- (Rupees Thirteen Lakhs and Fifty Thousand only) today I.e., on 30.04.2019 and the same is accepted by the respondent to received the said amount as part of agreed amount of Rs.15,00,000/- (Rupees Fifteen Lakhs only).

4.The petitioner herein has paid a sum of Rs.13,50,000/- (Thirteen Lakhs Fifty Thousand only) to the respondent/complainant on 30.04.2019 through Demand Draft (DD No.384803, 384804, Amount Rs.600000/-, 600000/- Bank, Bank of Baroda, T Nagar Branc, Chennai Date 12.04.2019, DD No.318686 Amount Rs.150,000/- Bank : Karur Vysya Bank, Palaganatham Branch, Madurai, Date 24.04.2019) as part of agreed total amount of Rs.15,00,000/-.

5.The petitioner further undertakes to pay the remaining sum of Rs.1,50,000/- on or before 07.06.2019 and this arrangement also is accepted by the respondent/complainant and on receipt of the said balance amount of Rs.1,50,000/-, the respondent/complainant agrees to treat the amount of Rs.15,00,000/- as full and final settlement to satisfy the entire cheque amount.

6.The respondent/complainant after entering and receiving the amount of Rs.13,50,000/- today undertakes not to proceed with STC No.624 of 2013 by way of executing the confirmation of order passed in Crl.A.No.60 of 2017.



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7. Further, the respondent/complainant undertakes that there will not be any further financial complaints by way of any pending payment or any issues and all the issues between them are hereby closed. After the settlement of entire agreed amount of Rs.15,00,000/- by the respondent/complainant, all further proceedings against the petitioner in respect of the CrI.R.C.No.96 of 2019 in CrI.A.No.60 of 2017 in STC No.624 of 2013 are to be closed and this Joint Compromise Memo is entered into between the petitioner and the respondent whole heartedly without any influence from any side.

8. It is respectfully submitted that as per the respondent/complainant is willing and ready to receive the said amount of Rs.15 Lakhs as full and final settlement in lieu of this agreement, he undertakes to the effect that he will not claim any more amount than the agreed amount of Rs.15 lakhs.

9. On receipt of the entire amount of Rs.15,00,000/- by the respondent/complainant from the petitioner/accused, the respondent undertakes to say no objection to allow the above criminal revision filed by the petitioner and discharge the petitioner and set aside the conviction and sentence made against him.

7. Keeping in view of the above fact, since offence under Section 138 of the Act can be compounded at any stage of the proceedings and now, the matter has been amicably settled between the parties, the parties are allowed to compound the offence and the revision petitioner be acquitted of the charge convicted against him and the compensation awarded by the trial court is set aside.

8. The revision petition is accordingly **disposed of** in terms of the settlement arrived at between the parties. The Joint Compromise Memo, dated 17.06.2019 shall form part of the order. Consequently, connected Miscellaneous Petitions are closed.

Sd/-

Assistant Registrar

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1.The Judicial Magistrate No.1.
(Fast Track Court),
Madurai.

2.The V Additional District and Sessions Judge,
Madurai.

Copy to
The Section Officer,Criminal Section,
Madurai Bench of Madras High Court,
Madurai. (2 copies)

+1CC TO MR.J.MATHESH, Advocate Sr. No.68500

Judgment made in
Crl.R.C (MD) No.96 of 2019
12.06.2019

DB(CO)
TR (24.07.2019) 5P 6C