



BAIL SLIP

The Petitioner/Accused namely Pandi, was directed to released on bail as per order of this court dated 25.04.2018 in CRL MP(MD).2869 OF 2018 in CRL RC(MD).217 of 2018.

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 10.04.2019

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THE HONOURABLE MRS. JUSTICE T.KRISHNAVALLI

Crl.R.C(MD)No.217 of 2018

and

Crl.MP(MD)No.2870 of 2018

Pandi : Revision Petitioner/
Appellant/Accused

Vs.

M/s.Sri Rajeswari Enterprises
represented by its Managing Partner
B.Srinivasan : Respondent/Respondent/
Complainant

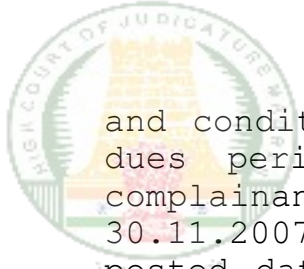
Prayer: Criminal Revision Petition has been filed under Section 397 r/w 401 of Criminal Procedure Code, against the judgment and decree, dated 18.01.2018 made in C.A.No.34 of 2017 of the Additional Sessions Judge/Fast Track Mahila Court, Karur, confirming the Judgment and decree of the Judicial Magistrate, Fast Track Court at Magisterial Level, Karur, on 27.10.2017 in STC No.2 of 2011.

For Revision Petitioner : Mr.M.Shanmugaraja
For Respondent : Mr.E.K.Kumaresan

J U D G M E N T

This criminal revision is directed against the judgment and decree, dated 18.01.2018 made in C.A.No.34 of 2017 of the Additional Sessions Judge/Fast Track Mahila Court, Karur, confirming the Judgment and decree of the Judicial Magistrate, Fast Track Court at Magisterial Level, Karur, on 27.10.2017 in STC No.2 of 2011.

2.The brief facts of the case is that the complainant is a registered partnership firm doing money lending business and other business and on 07.12.2015, the accused availed a loan of Rs.6,00,000/ by way of two cheques, under hire purchase agreement by hypothecating the bus bearing registration No.TN-59-S-9277 repayable with interest at the rate of Rs.2.10 per hundred per month and after borrowal, the accused did not comply with the terms



and conditions of the hire purchase agreement and did not pay the dues periodically and as per the accounts maintained by the complainant, the accused is liable to pay Rs.7,16,710/- as on 30.11.2007 and after several remainders, the accused gave two posted dated cheques for settling the amount of Rs.6,50,000/- and on presentation of the cheques, they were returned stating that the account was closed. In this regard, the complainant sent a legal notice on 07.02.2008 and on receipt of the notice on 13.02.2008, the accused issued reply notice on 28.02.2008 with false allegations and did not choose to repay the amount. Hence, the case.

3.The trial court, by judgment, dated 27.01.2017 made in STC No.2 of 2011 convicted the revision petitioner/accused for the offence under Section 138 of Negotiable Instruments Act and sentenced him to undergo simple imprisonment for five months and imposed a fine of Rs.2,000/-. Against the Judgment of the trial court, the revision petitioner/accused preferred C.A.No.34 of 2017 on the file of the Additional Sessions Judge/Fast Track Mahila Court, Karur and the learned Judge also confirmed the findings of the trial court. Aggrieved over the same, the revision petitioner/accused is before this court.

4.When the matter is taken up for hearing on 09.04.2019, the revision petitioner/Accused and the respondent/complainant are present along with their respective counsel. A Joint Memorandum of compromise, dated 27.03.2019 had already been filed by the parties stating that the dispute between the parties has been settled amicably. The Joint Compromise Memo, dated 27.03.2019 reads as follows:-

"3.It is respectfully submitted that the petitioner and the respondent after several talks and mediation have settled down, to close and complete both the cases by paying a sum of Rs.7,25,000/- (Seven Lakhs and Twenty Five thousand only). The petitioner has to pay the sum of seven lakhs and twenty five thousand rupees to the respondent. As per the agreement.

(i)A sum of rupees three lakhs was already paid by the petitioner through Demand Draft bearing No.580220 drawn on the State Bank of India dated 09.10.2018 to the respondent.

(ii)A sum of rupees one lakh was also paid on 27.11.18 through Demand Draft bearing No.580352 drawn from the State Bank of India, dated 26.11.18 to the respondent.

5.I respectfully submit that, as per our agreement everything goes fine. As per the agreement,



it is only after the closure of the criminal revision, the respondent can receive the balance amount of Three Lakhs and Twenty Five thousand (3,25,000/-) from the petitioner herein. Hence, the revision petitioner filed and pending in Crl.R.C.No.217 of 2018 before this Hon'ble Court shall be closed, by directing the Trial Court to pay the amount of Rs.3,25,000/- to the respondent and accumulated interest, if any is credited for the period of deposit, shall be paid to the petitioner, for the amount deposited by him, before the Judicial Magistrate, Fast Track Court, Karur, as per the order of this Hon'ble Court during the time of suspension of sentence got ordered."

5.Since the matter has been amicably settled between the parties and a joint compromise memo has also been filed to that effect, no fruitful purpose will be achieved to proceed further in this matter.

6.In the light of compromise entered into between the parties, this Criminal Revision is **disposed of**. The respondent/complainant is permitted to withdraw a sum of Rs.3,25,000/- together with accrued interest, lying in the credit of STC No.2 of 2011 on the file of the Judicial Magistrate, Fast Track Court at Magisterial Level, Karur. The Joint Compromise Memo, dated 27.03.2019 shall form part of the order. Consequently, connected Crl.M.P is closed.

Sd/-

Assistant Registrar

// True Copy //

Sub Assistant Registrar(CS)

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ENCL.: XEROX COPY OF JOINT COMPROMISE MEMO.

To

1.The Judicial Magistrate,
Fast Track Court at Magisterial Level, Karur.

2.The Additional Sessions Judge,
Fast Mahila Court, Karur.

+1CC TO MR.K.SHANMUGARAJA, Advocate Sr. No.60540

+1CC TO MR.E.K.KUMARESAN, Advocate Sr. No. 60563

Judgment made in
Crl.R.C(MD)No.217 of 2018
10.04.2019