



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 26.11.2020

CORAM:

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

Crl.O.P.(MD)No.22474 of 2016

and

Crl.MP(MD)No.11724 of 2016

WEB COPY

Senthilkumar

... Petitioner/Accused

Vs

S.Pavunraj

... Respondent/Complainant

Prayer: Criminal Original Petition filed under Section 482 Cr.P.C. to call for records relating to the case in S.T.C.No.196 of 2016 on the file of the learned Judicial Magistrate, Karaikudi and quash the same in respect of the petitioner/accused.

For Petitioner : Mr.P.Aju Tagore

For Respondent : Mr.V.Karuna

ORDER

This petition has been filed to quash the proceedings in S.T.C.No.196 of 2016 on the file of the learned Judicial Magistrate, Karaikudi, thereby taken cognizance for the offences under Sections 138 (B) Negotiable Instruments Act, as against this petitioner.

2. The petitioner is a sole accused. The respondent lodged a complaint for the offence under Section 138 of Negotiable Instruments Act, alleging that the petitioner was borrowed a sum of Rs.2,80,000/- for his family expenses and also to develop his business by executing promissory note. In order to repay the said loan amount, he issued the cheque in favour of the respondent. When the said cheque was presented for collection, the same was returned dishonour for the reason that 'Drawers signature differs'. Therefore, the respondent caused legal notice and the same has been received by the petitioner. Even though, after receipt of the said notice, the petitioner failed to make a payment and as such, the respondent lodged a complaint.

3. The only ground raised by the learned counsel for the petitioner is that the notice issued by the respondent is vague and without material particulars. Further, he stated that no proper documents to show that the said notice was served to the petitioner and as such, the respondent filed the complaint for the offence under Section 138 of Negotiable Instruments Act. It is seen from the complaint, after dishonouring the cheque, the respondent caused



noticed on 17.03.2016 and the same was duly received by the petitioner on 22.03.2016. To support of this contention, the respondent enclosed the report from the Postal Department along with the complaint.

4. A perusal of notice, the respondent clearly stated that the petitioner borrowed a sum of Rs.2,80,000/- and in order to repay the said amount, he issued the cheque. When the said cheque was presented for collection, it was returned for the reason that 'Drawers signature differs'. Further, the petitioner was called upon to repay the said amount within a period of 15 days from the date of receipt of the notice otherwise he proceed with the complaint for the offence under Section 138 of Negotiable Instruments Act. The said notice was duly received by the petitioner and the petitioner did not send any reply notice. Therefore, the respondent duly complied the requirements under Section 138 of Negotiable Instruments Act and lodged a complaint. Therefore, this petition is devoid of merits and it is liable to be dismissed.

5. Accordingly, this criminal original petition is dismissed. Consequently, connected miscellaneous petition is closed.

6. The trial Court is directed to complete the trial within a period of six months from the date of receipt of copy of this Order.

Sd/-

Assistant Registrar (P & A)

// True Copy //

/ /2021

Sub Assistant Registrar(CS)

dss

Note: In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate/litigant concerned.

To

1.The Judicial Magistrate,
Karaikudi.



2.The Additional Public Prosecutor,
Madurai Bench of Madras High Court,
Madurai.

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