



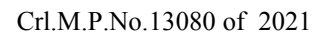
Crl.M.P.No.13080 of 2021

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in Crl.R.C.No.968 of 2019

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A.D.JAGADISH CHANDIRA, J.

The learned counsel for the petitioner would submit that the petitioner/accused and the respondent/defacto complainant are friends and the petitioner had borrowed an amount of Rs.2,50,000/- from the complainant for his family expenses and in discharge of debt, the petitioner had issued a cheque for Rs.2,00,000/- in favour of the complainant. However, since, the cheque was returned for insufficient funds. The respondent/complainant had filed CC.No.3063 of 2015 on the file of the Metropolitan Magistrate No.II, Fast Track Court, Egmore, Allikulam, Chennai and the trial Court by an order dated 08.03.2018 had acquitted the petitioner, as against the order of acquittal the respondent/complainant had preferred Crl.A.No.169 of 2018 before the learned VII Additional Sessions Judge, Chennai, the appellate Court by a Judgment dated 30.08.2019 reversed the findings of the trial Court and found the petitioner/accused guilty for the offence under Section 138 of the Negotiable Instruments Act and had convicted the petitioner to undergo simple imprisonment for a



2. The learned counsel would further submit pending revision the parties have settled the matter between themselves. The petitioner and the respondent have settled the differences and they have agreed to compound the dispute between them. Though, the cheque amount is for Rs.2,50,000/-, the respondent/complainant had agreed to receive a sum of Rs.1,65,000/-.



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towards full and final quit and the petitioner has also paid the amount of Rs.1,65,000/- by way of demand draft dated 03.04.2021.

3. The learned Counsel for the petitioner/accused would further submit that as per the judgment in **Damodar S.Prabhu v. Sayed Babalal H.** reported in **2010 (5) SCC 663**, the petitioner has to pay 15% of the cheque amount towards costs. Taking into consideration, the present pandemic situation and the present financial status of the petitioner, he finds it difficult to pay the cost and he would pray that some waiver may be given to the petitioner and the amount of cost may be directed to be deducted from the amount which has been deposited by the petitioner before the trial Court and the parties may be permitted to compound the offence.

4. Both the petitioner and the respondent alongwith their respective counsel are present before this Court and this Court enquired the parties.

5. Mr.N.Narayanasamy, learned counsel appearing for the respondent



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would submit that the cheque amount is Rs.2,50,000/- and the respondent accepted to settle the issue for a sum of Rs.1,65,000/- and he has also received the demand draft dated 03.04.2021.

6. In view of the above, the offence stands compounded under Section 147 of the N.I. Act and the judgment passed by the appellate Court in Crl.A.No.169 of 2018 dated 30.08.2019 is set aside and the accused is acquitted. If any petition being filed by the petitioner for withdrawal of the deposited amount, the trial Court shall deduct a sum of Rs.25,000/- towards cost and refund the balance amount with accrued interest to the petitioner/accused. The deducted amount of Rs.25,000/- shall be paid to the District Legal Services Authority of the concerned Court.

7. In the result, this Crl.M.P.No.13080 of 2021 stands ordered as prayed for.

21.12.2021
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