



WEB COPY

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Dated: 16.09.2021

CORAM

THE HONOURABLE MRS. JUSTICE **T.KRISHNAVALLI**

Crl.RC(MD)No.445 of 2021

and

Crl.MP(MD)Nos.4702 and 4703 of 2021

M.Devika : Petitioner/Appellant/Accused

Vs.

B.Durairaj : Respondent/Respondent/
Complainant

Prayer: Criminal Revision filed under section 397 r/w 401 of the Criminal Procedure Code, against the judgment, dated 28.10.2020 passed in Crl.A No.12 of 2020 by the District Judge, Karur, confirming the judgment, dated 13.01.2020 passed in CC No.355 of 2018 by the Fast Track Court at Magistrate Level, Karur.

For Petitioner : Mr.M.Saravanan
For Respondent : Mr.R.Venkatesan

J U D G M E N T

This Criminal Revision is directed against the judgment, dated 28.10.2020 passed in Crl.A No.12 of 2020 by the District Judge, Karur, confirming the judgment, dated 13.01.2020 passed in CC No.355 of 2018 by the Fast Track Court at Magistrate Level, Karur.

2.The short facts of the case is that on 20.03.2018, the accused borrowed a loan of Rs.2,00,000/ from the complainant and thereafter, when the complainant demanded the amount, the accused gave a cheque bearing No.182763 6390002002, dated 27.03.2018 drawn on State Bank of India, Thanthondri Branch, Karur. On 27.03.2018, when the complainant presented the cheque for collection through City Union Bank, Thanthondri Branch, Karur, it was returned on the grounds of Exceeds Arrangement on the same day. In this connection, the complainant issued a legal notice to the accused, on 04.04.2018. After receipt of the notice, the accused has not paid the amount or replied to the notice. Hence, the case.

3.The trial court, after proper appreciation of the entire materials available on record, found the petitioner/accused guilty under section 138 of the Negotiable Instruments Act and sentenced him to undergo Simple Imprisonment for 4 months and directed to pay a compensation of Rs.2,00,000/-. Aggrieved by the judgment of the trial court, the accused preferred appeal before the First Appellate Court. The First Appellate Court also confirmed the findings of the



trial Court. Against which, the petitioner/accused is before this court.

4. When the matter is taken up for hearing on 15.09.2021, the petitioner/accused and the respondent/complainant along with their respective counsel appeared through Video Call. It is submitted by the learned counsel appearing on either side that now the dispute between the parties has been settled amicably and the respondent/complainant has no objection to set aside the entire proceedings. A Joint Compromise Memo, dated 14.09.2021 has been filed by the parties to that effect. The Joint Compromise Memo, dated 14.09.2021 would run thus:-

"Now both the respondent and the petitioner entered into compromise in the presence of their counsels and amicably solved the dispute.

3. It is further submitted that on 14.09.2021, the respondent received Rs.2,25,000/- from the petitioner, hence, the matter was settled amicably and the respondent is not having any objection for set aside the order of the learned District Judge, Karur, in C.A No.12 of 2020."

5. Keeping in view of the above fact, since offence under Section 138 of the Act can be compoundable 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/accused be acquitted of the charge convicted against him and the compensation imposed by the courts below is set aside.

6. The Criminal Revision is accordingly **disposed of** in terms of settlement arrived at between the parties. The Joint Compromise Memo, dated 14.09.2021 shall form part of the order. Consequently, connected Criminal Miscellaneous Petitions are closed.

Sd/-

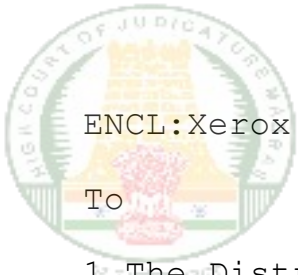
Assistant Registrar (CS-I)

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/ /2021

Sub Assistant Registrar (CS)

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.



ENCL:Xerox Copy of Joint Compromise Memo

To

1.The District Judge,
Karur.

2.The Judicial magistrate,
The Fast Track Court at
Magisterial Level, Karur.

Crl.RC (MD) No.445 of 2021
16.09.2021

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