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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Dated: 14/11/2022

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The Hon'ble Mr.Justice **G.ILANGOVAN**

Cr1.RC(MD)No.788 of 2022

and

Cr1.MP(MD)No.9785 of 2022

M.Palanichamy : Revision Petitioner/
Appellant/Accused

Vs.

P.T.Soundarapandian
S/o.P.P.Thangavelu,
Managing Partner,
Sri Pandian Batteries,
D.No.256J/8 M.V.G. Buildings,
By-Pass Road,
Petaniapuram, Madurai.
Represented by its Power of Attorney
Dinakaran : Respondent/Respondent/
Complainant

Prayer:- This Revision has been filed under section 397 r/w 401 of the Criminal Procedure Code to call for the records in CA No.125 of 2019 dated 19/03/2020 by the VI Additional District & Sessions Judge, Madurai, by confirming the judgment in STC No.198 of 2017 on the file of the Fast Track Court No.II (Judicial Magistrate), Madurai, dated 30/09/2019 and duly set aside the judgment of the courts below by acquitting the revision petitioner and pass such further or other orders.



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For Petitioner : M/s.N.Juliet Latha

For Respondent : No appearance

ORDER

This revision has been filed seeking to set aside the judgment, dated 19/03/2020 in CA No.125 of 2019 passed by the VI Additional District and Sessions Judge, Madurai, confirming the judgment, dated 30/09/2019 in STC No.198 of 2017 passed by the Fast Track Court No.II (Judicial Magistrate), Madurai.

2.It is a private complaint instituted on the basis of the offence alleged to be committed under section 138 of the Negotiable Instruments Act.

3.The facts in brief:-

The accused is running a company called 'Balaji Battery Agency' at Karaikudi. The complainant is the power of attorney holder of the company called 'Sri Pandian Batteries' having business transaction with the accused company. Towards the above said business transaction, an amount of Rs.2,87,000/- was due to be paid by the accused. Towards the discharge of the above said balance, the accused has issued six cheques bearing various numbers on various dates for about Rs.87,735/-.



Those cheques were presented for payment. They were returned as stop payment order has been issued by the accused. After completing the formalities, the complaint was filed before the trial court.

4. On the side of the accused, one witness was examined and 13 documents were marked. On the side of the accused, two witnesses were examined and 6 documents marked.

5. At the conclusion of the trial, the trial court found that the offence under section 138 of the Negotiable Instruments Act stands proved and accordingly, convicted and sentenced the revision petition to undergo 3 months simple imprisonment and the payment of Rs.87,735/- was ordered as compensation under section 357 Cr.P.C. Against which, the appeal has been preferred and the appeal was also dismissed by the 6th Additional Sessions Judge, Madurai, in C.A No.125 of 2019, on 19/03/2020.

6. Challenging the above said concurrent findings of the courts below, this criminal revision has been preferred by the accused.



7.At the time of revision, the learned counsel appearing for the revision petitioner has stated that the above said matter was settled between the parties out of court and he has also paid the entire amount, which was due to the complainant, on 25/05/2022. To show the same, he has also produced the receipt, which was issued by the complainant, who is the power of attorney holder of the Sri Pandian Batteries, Madurai.

8.Reading of the receipt shows that the above said amount was settlement out of the court and the entire amount has also been received from satisfaction and full quit. But however, there is no representation for the respondent. Notice was ordered to the respondent to inform the court about the settlement. Even though, the notice has been received, there is no representation either in person or through counsel. So his name was printed in the cause list.

9.Since no contra statement has been made by the respondent to the effect that there was no compromise out of the court and the entire amount has been settled. So, I am of the considered view that the matter can be



disposed of in terms of settlement, that was reached between the parties. He was directed to deposit 5% of the cheque amount to the credit of the High Court Legal Services Authority, attached to this Bench and that amount was also deposited and the receipt was also produced to prove the same.

10. In view of the above said development, without going into the merits of the case, **this criminal revision is allowed** and accordingly, the judgment of conviction and sentence passed by the trial court as well as the first appellate court are hereby set aside and the revision petitioner is acquitted of the charges levelled against him. The fine amount, if any paid shall be refunded to the revision petitioner. Consequently, connected Miscellaneous Petition is closed.

14/11/2022

Index:Yes/No
Internet:Yes/No
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To,

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- 1.The Additional District & Sessions Judge,
Madurai.
- 2.The Fast Track Court No.II,
(Judicial Magistrate),
Madurai.



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G. ILANGO VAN, J

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