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Crl.R.C.No.614 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.06.2023

CORAM

THE HONOURABLE MR. JUSTICE V.SIVAGNANAM

CRL.R.C.NO.614 OF 2022

Rekha ... Petitioner

Vs.

Shanthi ... Respondent

PRAYER: Criminal Revision Case filed under Section 397 r/w. 401 Cr.P.C., seeking to set aside the judgment passed in S.T.C.No.214 of 2016 on the file of the Judicial Magistrate Fast Track Court (Magisterial Level) Ambattur, Chennai, dated 25.10.2018 which was confirmed in C.A.No.8 of 2019 on the file of the III Additional District & Sessions Court, Tiruvallur at Poonamallee dated 24.02.2022.

For Petitioner : Mr.C.K.M.Appaji

For Respondent : Mr.P.Chandrasekar



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ORDER

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This Criminal Revision Case is filed by the petitioner seeking to set aside the conviction and sentence passed in Criminal Appeal No.08 of 2019 dated 24.02.2022 by the learned III Additional District and Sessions Judge, Poonamallee, confirming the judgment passed in S.T.C.No.214 of 2016 dated 25.10.2018 by the Fast Track Court (Magisterial Level) Ambattur.

2.The case of the respondent / complainant is that the petitioner/accused borrowed a sum of Rs.2,00,000/- from the complainant for completing the construction work upon executing a Promissory Note on 02.07.2014. The petitioner / accused issued a cheque bearing No.447801 dated 13.04.2016 in favour of the complainant for discharge of the said debt. When the complainant presented the cheque for realization, the same was returned unpaid due to “*funds insufficient*”. Therefore, the complainant issued a legal notice dated 11.05.2016 to the accused and the said notice was acknowledged by the accused on 12.05.2016. However, the petitioner / accused failed to make payment and she has not given any reply to the legal



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notice issued by the complainant. Therefore, the complainant has filed a private complaint under Section 138 of the Negotiable Instruments Act before the Trial Court on 21.06.2016 and the same was taken on file on 01.09.2016 as STC. No.214/2016. The learned Trial Judge, after analysing the oral and documentary evidence, has convicted the petitioner under Section 138 of the Negotiable Instruments Act and sentenced to undergo simple imprisonment for six months and to pay compensation of Rs.2,00,000/-, in default of the said payment, shall undergo further period of one month simple imprisonment.

3. Aggrieved over the judgment of conviction and sentence, the petitioner has preferred an appeal in Criminal Appeal No.08/2019 and the Appellate Court has also confirmed the judgment of the Trial Court and dismissed the appeal preferred by the petitioner on 24.02.2022. Challenging the same, the petitioner is before this Court.

4. When the matter is taken up for hearing, the learned counsel



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appearing for the petitioner as well as the learned counsel for the respondent submitted that the accused/petitioner and the respondent/complainant have settled their disputes amicably among themselves and also filed a Memorandum of Compromise dated Nil April 2023. It is stated that out of the total cheque amount of Rs.2,00,000/-, the petitioner has already deposited a sum of Rs.1,00,000/- (Rupees One Lakh Only) before the Trial Court to the credit of STC No.214 of 2016. Further, the petitioner has made payment to the respondent by way of Demand Draft as follows:-

(i) Demand Draft bearing No.048041 dated 13.02.2023 for Rs.1,90,000/- drawn on Axis Bank;

(ii) Demand Draft bearing No.048864 dated 06.04.2023 for Rs.1,30,000/- drawn on Axis Bank;
and

(iii) Demand Draft bearing No.029002 dated 13.04.2023 for Rs.1,00,000/- drawn on Axis Bank.

5.The complainant / respondent has also acknowledged the



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receipt of the above said payment. Therefore, the parties have seek to accept the Memorandum of Compromise dated Nil April 2023 and to permit the respondent to withdraw the sum of Rs.1,00,000/- deposited by the petitioner before the Trial Court with interest accrued thereon.

6.Heard the submissions made on either side and perused the materials available on record.

7.On perusal of the records, the facts reveals that parties have settled their disputes out of Court and compromised with each other and to that effect, they have also filed a Memorandum of Compromise dated Nil April 2023 duly signed by the petitioner/accused and the respondent / complainant along with their respective counsels. Further, considering the submission made by the learned counsel for the petitioner and the respondent and the matter has been compromised between the parties out of Court and the accused also paid the cheque amount to the complainant and the offence being a compoundable offence, the Memorandum of Compromise dated Nil April 2023 is accepted and the case is compounded.

8.In view of the Memorandum of Compromise dated Nil April



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2023 duly signed by both parties and their respective counsel and the submissions made by both counsel, the following order is passed;

(i) the Criminal Revision Case shall stand allowed;

(ii) the offence under Section 138 of the Negotiable Instruments Act shall stand compounded;

(iii) the petitioner shall stand acquitted in the case. Bail Bond, if any, executed by the petitioner, shall stand cancelled;

(iv) the Memorandum of Compromise dated Nil April 2023 filed by the parties shall form part of records.

(v) The respondent is permitted to withdraw the amount of Rs.1,00,000/- deposited by the petitioner



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before the Trial Court in STC No.214 of 2016 with
interest accrued thereon, if any, by filing a Memo
without issuing any notice to the petitioner / accused.

06.06.2023

Internet : Yes
TK

To

- 1.The Judicial Magistrate
Fast Track Court (Magisterial Level)
Ambattur, Chennai.
- 2.The III Additional District & Sessions Judge
Tiruvallur at Poonamallee.



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V.SIVAGNANAM, J.

TK

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