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Crl.O.P.No.15044 of 2023
in Crl.A.SR.No.15862 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 07.07.2023

CORAM :

THE HONOURABLE MRS. JUSTICE R. HEMALATHA

CRL.O.P. No.15044 of 2023
in
Crl.A.SR.No.15862 of 2023

V.Ramadoss

... Petitioner

Versus

M.Kandhan

... Respondent

Prayer in Crl.O.P.No.15044 of 2023: Criminal Original Petition filed under Section 378(4) of the Code of Criminal Procedure, to grant Special Leave and permit the petitioner to prosecute the above appeal filed against the order of acquittal dated 30.11.2022 made in S.T.C.No.79 of 2018 on the file of the Fast Track at Magistrate Level, Thiruvallur.

Prayer in Crl.A.SR.No.1586 of 2023: Criminal Appeal filed under Section 378 of the Code of Criminal Procedure, to set aside the order of acquittal dated 30.11.2022 made in STC.No.79 of 2018 on the file of the Fast Track at Magistrate Level, Thiruvallur.

For Petitioner : Mr. M. Mohamed Riyaz



CrI.O.P.No.15044 of 2023
in CrI.A.SR.No.15862 of 2023

WEB COPY

ORDER

The present Criminal Original Petition is filed to grant leave for filing an appeal against the Judgment passed by the learned Judicial Magistrate, Fast Track at Magistrate Level, Thiruvallur, in S.T.C. No. 79 of 2018 dated 30.11.2022.

2.The case of the complainant in nutshell is as follows:

The respondent/accused is well known to the complainant. The accused was working in HVF Company at Avadi. During the year 2012, the respondent/accused approached the complainant, and promised him to secure a job for his three sons, namely, R.Sathish Kumar, R.Santhosh Kumar, and R.Gopinath in the said Company and demanded Rs.10,00,000/- (Rupees Ten Lakhs Only). The complainant, in order to secure a job for his three sons, paid a sum of Rs.10,00,000/- on different dates. However, the respondent/accused did not secure the job as promised by him. Hence, the complainant demanded repayment of the amount. After repeated demands, the accused issued a cheque bearing No.606752 dated 16.07.2018 drawn on State Bank of India at Avadi Branch for a sum of Rs.9,00,000/- and promised to repay the balance amount of Rs.1,00,000/- within a period of three months. When the complainant presented the said cheque dated 27.07.2018 with his banker, the



Crl.O.P.No.15044 of 2023
in Crl.A.SR.No.15862 of 2023

WEB COPY

Indian Overseas Bank, Thiruninravur branch, it was returned for the reason that “payment stopped by drawer”. Therefore, the complainant issued a legal notice (Ex.P4) on 28.08.2018 to the respondent/accused demanding the latter to make good the payment. On receipt of the notice dated 28.08.2018, the accused sent a reply notice dated 01.10.2018 denying his liability. According to the complainant all the allegations contained in the reply notice (Ex.P6) are false, and therefore, he filed a private complaint under Section 200 of Cr.P.C., before the Judicial Magistrate, Fast Track Court at Magisterial Level, Thiruvallur, against the accused for the offence under Section 138 of the Negotiable Instruments Act, and the same was taken on file as STC. No.79 of 2018.

3. Thereafter, the learned Trial Court Judge issued summons to the accused for his appearance. Copies of documents were furnished to the accused under Section 207 of Cr.P.C., and the substance of accusation made against the accused were denied by him as false.

4. In the Trial Court, the complainant examined himself as P.W.1 and marked Ex.P1 to Ex.P6. Thereafter, the accused was questioned under Section 313 of Cr.P.C., with regard to the circumstance appearing in evidence against



CrI.O.P.No.15044 of 2023
in CrI.A.SR.No.15862 of 2023

him and he denied of having committed any offence, the accused examined himself as D.W.1 and marked Ex.D1 to Ex.D6.

5.The Trial Court after analysing the oral and documentary evidence adduced on both sides held that though the respondent/accused admitted his signature on the cheque, the purpose for which the money was lent to him, illegal and also “Opposed to Public Policy”. Therefore, the Trial Court acquitted the accused for the offence punishable offence under Section 138 of the Negotiable Instruments Act.

6.Heard, Mr. M. Mohamed Riyaz, learned Counsel for the petitioner/complainant.

7.It is pertinent to point out that the complainant, even in his complaint, had clearly stated that he paid a sum of Rs.10 Lakhs to the respondent/accused on various dates for securing jobs for his three sons in HVF Company at Avadi. The HVF Company, Avadi is a Central Government enterprise and it is engaged in manufacturing Armoured vehicles and Battle tanks. One has to undergo a Government prescribed recruitment process and to secure a job paying money to some person employed in HVF Company, is a



Crl.O.P.No.15044 of 2023
in Crl.A.SR.No.15862 of 2023

corrupt practice. The consideration in the instant case is only for unlawful
purpose and hence, as rightly observed by the Trial Court, the accused is liable
to be acquitted.

8.In the circumstances, the special leave petition is dismissed and
the Criminal Appeal is also dismissed at the SR stage itself.

07.07.2023

Index : Yes/No
Speaking order / Non-speaking order
Neutral Citation : Yes/No

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WEB COPY



CrI.O.P.No.15044 of 2023
in CrI.A.SR.No.15862 of 2023

R.HEMALATHA, J.

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CRL.O.P.No.15044 of 2023
in
CrI.A.SR.No.15862 of 2023

07.07.2023