



Crl.RC Nos.1509, 1510 & 1511 of 2017

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : **15.02.2023**

CORAM

THE HONOURABLE Ms. JUSTICE R.N.MANJULA

Crl.R.C. Nos.1509, 1510 & 1511 of 2017

Vaagai Business Service and Education Pvt.Ltd.,
Rep. by its Chief Executive Officer,
E.Sathish David,
(Genesis house of accountants)
107, Usman Road, 3rd Floor,
Mohideen Batch Buildings,
T.Nagar, Chennai – 600 017.

... Petitioner in all petitions

Vs.

J.Prabhu

... Respondent in all petitions

Criminal Revision Petitions are filed under Section 397 r/w. 401 of Criminal Procedure Code, to set aside the Judgment passed by the learned Judicial Magistrate, Fast Track Court-II, Erode in S.T.C. Nos.51, 253 & 34 of 2016 dated 14.02.2017 as confirmed by the judgment of the II Additional Sessions Judge, Erode in C.A. Nos.62, 63 & 61 of 2017 dated 24.07.2017.

In all petitions:

For Petitioner : Mr.T.Gowthaman
For Respondent : Mr.M.K.Ethirajulu



COMMON ORDER

WEB COPY These petitions have been filed challenging the Judgment passed by the learned Judicial Magistrate, Fast Track Court-II, Erode dated 14.02.2017 in S.T.C. Nos.51, 253 & 34 of 2016.

2. Heard Mr.T.Gowthaman, learned counsel appearing for the petitioner, Mr.M.K.Ethirajulu, learned Counsel appearing for the respondent.

3. The case of the prosecution as it appears from the complaint is that the respondent / complainant worked in the company of the petitioner / accused and later resigned his job on 01.03.2015. The accused had issued nine post dated cheques each for Rs.21,000/- for the salary payable to the respondent. When the complainant had presented the cheque for collection, the same was returned for want of sufficient funds. After complying legal mandates, the complainant had given a complaint against the accused for the offence under Section 138 of Negotiable Instruments Act.



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4. The learned counsel for the petitioner submitted that the complainant and the petitioner have amicably settled the matter between themselves by burying the hatchets and have entered into a joint compromise memo by stating that they have settled the dispute among themselves; in view of the same, the complainant does not want to pursue the matter further.

5. The learned counsel for the respondent submitted that he had received two Demand Drafts for a sum of Rs.75,000/- and Rs.50,000/- totalling to a sum of Rs.1,25,000/-, as full quit settlement for the cheques involved in these matters.

6. In fact on 25.01.2023, a compromise memo has been filed wherein it has been mentioned that the respondent was given with three cheques in respect of the amount agreed to be settled. Since the respondent insisted settlement by making some definite payment, the matter has been posted today.



7. When the matter was taken up today, the petitioner / accused and the *de facto* complainant were present before this Court and they were identified by their respective counsel. The respondent / complainant had stated that he had signed the compromise memo without any threat or coercion. The respondent has stated that he has received the Demand Drafts.

8. Since both the parties have settled their dispute between themselves by entering into a Joint Compromise Memo, the memo is recorded.

9. In view of the compromise, these Criminal Revision Petitions are allowed and the judgment dated 14.02.2017 passed by the Judicial Magistrate, Fast Track Court-II, Erode in S.T.C. Nos.51, 253 & 34 of 2016 are hereby set aside. The Joint Compromise Memo shall form part of the records.

15.02.2023

Index : Yes/No
Speaking Order : Yes / No
bkn



Crl.RC Nos.1509, 1510 & 1511 of 2015

To:

WEB COPY

1. The Judicial Magistrate, Fast Track Court-II, Erode.
2. The II Additional Sessions Judge, Erode.



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R.N.MANJULA, J.,

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