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Crl.R.C.No.1638 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 18.04.2023

CORAM

THE HONOURABLE MR. JUSTICE V.SIVAGNANAM

CRL.R.C.NO.1638 OF 2022

Sabapathi ... Petitioner

Vs.

Madhavarajan ... Respondent

PRAYER: Criminal Revision Case filed under Section 397 r/w 401 Cr.P.C., to set aside the conviction and sentence made in Criminal Appeal No.12 of 2016 dated 27.09.2022 on the file of the Principal Sessions Judge, Dharmapuri, in confirming the judgment made in S.T.C.No.39 of 2015 dated 21.09.2016 on the file of the Judicial Magistrate, Fast Track Court, Dharmapuri.

For Petitioner : Mr.V.Sakkarapani

For Respondent : Mr.C.Munusamy



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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.12 of 2016 dated 27.09.2022 by the learned Principal Sessions Judge, Dharmapuri, confirming the judgment passed in S.T.C.No.39 of 2015 dated 21.09.2016 by the learned Judicial Magistrate, Fast Track Court, Dharmapuri.

2.The case of the respondent / complainant is that the petitioner/accused borrowed a sum of Rs.6,00,000/- from the complainant to repay his loans and to start a business and agreed to repay the said loan amount and issued a post dated cheque dated 05.03.2015 in favour of the complainant for Rs.6,00,000/- drawn on State Bank of India, Dharmapuri Branch. The complainant presented the cheque on 05.03.2015 through his banker State Bank of India, Dharmapuri for encashment, but it was returned with an endorsement “*insufficient funds*” on the same day. Therefore, the complainant issued a legal notice dated 09.03.2015 to the accused and the said notice was received by the accused on 10.03.2015. However, the



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petitioner / accused failed to make payment and he has not given any reply to the legal notice issued by the complainant. Therefore, the complainant has filed a private complaint under Section 138 of the Negotiable Instruments Act before the learned Judicial Magistrate FTC Court, Dharmapuri and the same was taken on file as STC. No.39/2015. 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 him to undergo simple imprisonment for one year and to pay compensation of Rs.6,00,000/-, in default, to undergo simple imprisonment for further two months.

3. Aggrieved over the judgment of conviction and sentence, the petitioner has preferred an appeal in Criminal Appeal No.12/2016 and the Appellant Court has also confirmed the judgment of the Trial Court and dismissed the appeal preferred by the petitioner on 27.09.2022. Challenging the same, the petitioner is before this Court.



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4. When the matter is taken up for hearing, the learned counsel 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 Joint Compromise Memo dated 05.04.2022. It is stated that out of the total cheque amount of Rs.6,00,000/-, the petitioner has already deposited a sum of Rs.3,00,000/- (Rupees Three Lakhs Only) by way of Demand Draft bearing No.001894, dated 17.12.2016 drawn on Dharmapuri District Central Co-operative Bank Ltd., before the Trial Court, in STC No.39 of 2015 on 09.01.2017. Further, the petitioner has paid the remaining amount of Rs.3,00,000/- by way of demand draft bearing No.094074 dated 31.03.2023 drawn on Tamil Nadu Grama Bank, A.Pallipatti Branch and handed over the same to the respondent on 01.04.2023 and the respondent has also acknowledged the receipt of the same. Therefore, the parties have seek to accept the Joint Compromise Memo dated 05.04.2022 and to permit the respondent to withdraw the sum of Rs.3,00,000/- deposited by the petitioner before the Trial Court with interest accrued thereon.



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

6. On perusal of the records, the facts reveal that parties have settled their disputes out of Court and compromised with each other and to that effect, they have also filed a Joint Compromise Memo dated 05.04.2022 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 Joint Compromise Memo dated 05.04.2022 is accepted and the case is compounded.

7. In view of the Joint Memo of Compromise dated 05.04.2022 duly signed by both parties and their respective counsel and the submissions made by both counsel, the following order is passed;



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(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 Joint Memo of Compromise dated 05.04.2022 filed by the parties shall form part of records.

(v)The respondent is permitted to withdraw the amount of Rs.3,00,000/- deposited by the petitioner before the Trial Court in STC No.39 of 2015 on 09.01.2017, with interest accrued thereon, if any, by filing a Memo without issuing any notice to the petitioner / accused.

18.04.2023

Internet : Yes/no
TK



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- 1.The Principal Sessions Judge
Dharmapuri.
- 2.The Judicial Magistrate
Fast Track Court
Dharmapuri.
- 3.The Public Prosecutor
High Court of Madras
Chennai.



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V.SIVAGNANAM, J.

TK

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