IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.02.2024

CORAM

THE HONOURABLE MR.JUSTICE M.NIRMAL KUMAR

Crl.R.C.No.1700 of 2023
and
Crl.M.P.No.1574 of 2024

Salman Harris ... Petitioner

Vs.

Saravana Prakash ... Respondent

PRAYER: Criminal Revision Petition filed under Sections 397 and 401 of Criminal Procedure Code, to set aside the judgment dated 01.09.2023 passed in Crl.A.No.170 of 2022 on the file of the learned First Additional District Judge of Tiruppur confirming the judgment dated 07.10.2022 passed in C.C.No.116 of 2017 on the file of the learned Fast Track Judicial Magistrate No.I, Tiruppur.

For Petitioner : Mr.R.Prabakar

For Respondent : Mr.R.Nakheeb Chayaz

ORDER

The petitioner was convicted by judgment, dated 07.10.2022 in C.C.No.116 of 2017, by the learned Judicial Magistrate No.I, Fast Track Court, Tiruppur/trial Court, for offence under Section 138 of the Negotiable Instruments Act and sentenced to undergo six months Simple Imprisonment and to pay a compensation of Rs.10,00,000/- to the respondent in default, to undergo one month Simple Imprisonment. Aggrieved over the judgment of the trial Court, an appeal was preferred by the petitioner before the learned I Additional District Judge, Tiruppur/lower appellate Court in C.A.No.170 of 2022. The learned I Additional District Judge, Tiruppur by judgment dated 01.09.2023, dismissed the appeal, confirming the judgment of the trial Court, against which the present revision.

2.Gist of the case is that the petitioner and the respondent are known for several years. The respondent/complainant is doing business in Tiruppur. The petitioner/accused obtained loan for his business from State Bank of Bikaner and Jaipur, Tiruppur Branch. During November 2012, the petitioner approached the respondent and borrowed a sum of Rs.10,00,000/- from the complainant to settled the Bank loan and further, he agreed to pay interest at the rate of Rs.2/- for Rs.100/- per month, executed the promissory note and agreed to repay the loan amount with interest within a year. In discharge of said liability, he issued a cheque for Rs.10,00,000/- bearing No.838158, dated 11.04.2016 drawn on ICICI Bank, Indira Nagar Branch, Tiruppur. When the cheque was presented for encashment, the same was returned for the reason 'Funds Insufficient'. Thereafter, statutory notice was sent to the petitioner on 27.04.2016, the petitioner received the notice on 04.05.2016 and issued a reply notice on 26.05.2016. But the petitioner/accused failed to repay the loan amount. Hence, the complaint was lodged by the respondent.

3.During trial, the respondent examined himself as PW1 and marked six documents, namely, Cheque, Return Memo, Statutory notice, Acknowledgement Card, Reply notice and Muthoot Finance Loan Account Statement (Exs.P1 to P6). On the side of the petitioner, no witness was examined and no exhibit was marked.

4.The trial Court on conclusion of trial found the petitioner guilty and convicted him and sentenced to undergo six months Simple Imprisonment and to pay a compensation of Rs.10,00,000/- to the respondent in default, to undergo one month Simple Imprisonment. Aggrieved over the judgment of the trial Court, an appeal was preferred by the petitioner before the learned I Additional District Judge, Tiruppur/lower appellate Court in C.A.No.170 of 2022. The learned I Additional Sessions Judge, Tiruppur by judgment dated 01.09.2023, dismissed the appeal, confirming the judgment of the trial Court, against which the present revision.

5.Today, the petitioner and the respondent are present before this Court through video conferencing. The respondent/complainant admits the Joint Compromise memo entered between them, receipt of Rs.8,00,000/- from the petitioner and agreeing to give quietus to the issue. Further, the petitioner/accused has already paid a sum of Rs.2,00,000/- to the credit of C.C.No.116 of 2017 before the Trial Court which the respondent can withdraw by filing an appropriate petition, the petitioner/accused has no objection and given consent for the same.

6.The petitioner has filed compounding petition along with affidavits before this Court in Crl.M.P.No.1574 of 2024 in Crl.R.C.No.1700 of 2023 invoking Section 147 of the Negotiable Instruments Act, 1881 to compound the offence and the same is ordered.

7.This Court had an enquiry with both the petitioner and the respondent. The respondent reaffirmed the compromise entered with the petitioner, Joint Compromise memo entered between them and the receipt of Rs.8,00,000/- from the petitioner/accused.

8.In the result, the case between the petitioner and the respondent is compounded. Hence, the judgment, dated 07.10.2022 in C.C.No.116 of 2017, passed by the learned Judicial Magistrate No.I, Fast Track Court, Tiruppur and the judgment dated 01.09 passed by the learned I Additional District Judge, Tiruppur in C.A.No.170 of 2022 are set aside and the revision is, accordingly, allowed. The respondent/complainant is permitted to withdraw the amount of Rs.2,00,000/- lying in the credit of C.C.No.116

of 2017 by filing an appropriate petition before the Trial Court. Notice to the petitioner/accused is dispensed with. The petitioner is acquitted of all the charges levelled against him.

12.02.2024

Index:Yes/No
Speaking Order/Non-Speaking Order
Neutral Citation: Yes/No
cse

To

1.The First Additional District Judge,
Tiruppur.

2.The Judicial Magistrate No.I,
Fast Track Court,
Tiruppur.

M.NIRMAL KUMAR, J.

cse

Crl.R.C.No.1700 of 2023

12.02.2024