



CRL OP.29851 of 2024
in Crl.A.Sr.No.50350 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13-12-2024

CORAM

THE HONOURABLE MR JUSTICE SUNDER MOHAN

CRL OP. 29851 of 2024

in

CRL A.SR.NO.50350 of 2024

K.KUMAR

S/O.KUPPAIYAN, NO.80 PERUMAL KOVIL STREET,
KALPEDU POST, ERIKUKPPAM VILLAGE, UTHIKOTTAI
THIRUVALLUR DISTRICT - 601 103.

PETITIONER(S)

Vs

P.PADMAVATHY

W/O.PARASURAMAN, NO.1/117, PERUMAL KOVIL
STREET, THIRUNILAI, PONNERI TALUK, THIRUVALLUR
DISTRICT - 601 103.

RESPONDENT(S)

For Petitioner(s):

M.MADHU PRAKASH

M.JAYAKUMAR

K.YUVARAJ

V.MRUDULA

S.EDHIN FRANK

AFFIDAVIT OF SERVICE FILED

For Respondent(s):



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N. MANOHARAN-MS/821/1995
R.RENUKADEVI-MS/3190/2013
M.ADHI SHREE
M.GANESH COUNSEL FOR RESPONDENT

Prayer : Criminal Original Petition filed under Section 378(4) of the Cr.P.C., to grant Special Leave to file Appeal as against the Judgement and Order dated 21.09.2022 passed by the learned Metropolitan Magistrate, Fast Track Court, Thiruvallur in S.T.C.No.7 of 2020.

ORDER

Aggrieved by the acquittal of the respondent/accused for the offence punishable under Section 138 of the Negotiable Instruments Act, the petitioner/appellant/complainant has filed the present petition seeking leave to file an appeal.

2(a). Mr.Madhu Prakash, the learned counsel for the petitioner/appellant, would submit that by the impugned Judgment dated 21.09.2022, the trial Court had acquitted the respondent/accused on the sole ground that though the petitioner had proved the lease deposit amount of



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Rs.30,00,000/- (Rupees Thirty Lakhs only), he had claimed Rs.45,00,000/- (Rupees Forty Five Lakhs only), which is in excess of the due amount and therefore, the offence under Section 138 of the Negotiable Instruments Act would not be made out.

(b). The learned counsel also submitted that originally the petitioner/appellant was working under the respondent/accused and entered into a lease agreement with the respondent and paid a lease amount of Rs.30,00,000/-; that though the petitioner had entered into a lease and paid an advance of Rs.30,00,000/-, the respondent decided to cancel the lease and give it to one Mr.Praveen Chowdary and had agreed to return the advance amount and the impugned cheque was issued for that purpose.

3. Mr. N.Manoharan, the learned counsel for the respondent/accused, *per contra*, submitted that the petitioner had no source of income and in the cross-examination, he admitted that he was employed under the respondent and earning a monthly salary of Rs.20,000/- (Rupees Twenty Thousand only), and therefore, the trial Court was right in holding that the cheque was



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not issued for a legally enforceable debt.

4. The issues raised in the above appeal require consideration by this Court. Hence, leave is granted to file an appeal.

5. Registry is directed to number the appeal and post for admission if it is otherwise in order.

13-12-2024

dk

To
1. P.PADMAVATHY
W/O.PARASURAMAN, NO.1/117, PERUMAL KOVIL
STREET, THIRUNILAI, PONNERI TALUK,
THIRUVALLUR DISTRICT - 601 103.

SUNDER MOHAN., J.



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