



CrI.R.C.No.2252 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.03.2024

CORAM

THE HONOURABLE MR.JUSTICE M.NIRMAL KUMAR

CrI.R.C.No.2252 of 2023
and CrI.M.P.No.5260 of 2024

Rajendran

... Petitioner

Vs.

G.Mani

... Respondent

PRAYER: Criminal Revision Petition filed under Sections 397 r/w 401 of Criminal Procedure Code, to set aside the conviction and sentence imposed in the judgment dated 14/09/2023 made in C.A.No.45/2023 on the file of the I Additional District and Sessions Judge, Tiruvallur confirming the conviction and sentence imposed in judgment dated 07/02/2023 made in S.T.C.No.133/2021 on the file of the Court of Fast Track at Magisterial Level, Tiruvallur by allowing the Criminal Revision Petition.

For Petitioner : Mr.E.V.Chandru for
Mr.B.Chandrasekaran
For Respondent : Ms.L.Meena

ORDER

The petitioner was convicted by judgment, dated 07.02.2023 in S.T.C.No.133 of 2021 by the learned Judicial Magistrate, Fast Track Court at Magisterial Level, Tiruvallur (trial Court) for offence under Section 138 of the Negotiable Instruments Act, 1881 and sentenced to undergo six months Simple Imprisonment and to pay a compensation of Rs.25,00,000/- to the respondent in default, to undergo three months Simple Imprisonment. Aggrieved over the



judgment of the trial Court, an appeal was preferred by the petitioner before the learned I Additional District Judge, Thiruvallur (lower appellate Court) in C.A.No.45 of 2023. The lower appellate Court, by judgment dated 14.09.2023 dismissed the appeal, confirming the judgment of the trial Court, against which the present revision.

2.Gist of the case is that the respondent/complainant was carrying out brick kiln manufacturing business in Uthukottai Tiruvallur and the petitioner was working as JCB Driver under the respondent. During the end of 2019, the petitioner approached the respondent and requested to invest in his brick kiln business for manufacturing bricks at Uthukottai and thereby, promising to repay the principal invest amount and half share in the profit for which the respondent agreed and also invested by paying all the expenses for purchasing cement, materials, labour and other miscellaneous for making bricks in his kiln. As per the terms agreed by them through oral agreement between them during the 1st week of August 2021, the petitioner issued a cheque dated 13.09.2021 for Rs.25,00,000/- bearing No.930989 drawn on Dena Bank, Redhills Branch, Chennai. When the respondent presented the cheque for encashment, the same was returned for the reason 'funds insufficient'. Thereafter, the respondent issued legal notice dated 04.10.2021 and the same was received by the



petitioner on 05.10.2021, but the petitioner neither repaid the cheque amount nor replied. Hence, a private complaint was filed before the trial Court in S.T.C.No.133 of 2021 against the petitioner. During trial, on the side of the respondent, he examined himself as PW1 and marked six documents as Exs.P1 to P6. On the side of the defence, one witness examined and five documents marked. After ful-fledged trial, the trial Court convicted the petitioner as stated above.

3.Though very many grounds raised by the learned counsel for the petitioner, now both the petitioner and the respondent entered into the compromise and agreed to settle the dispute for an amount of Rs.14,50,000/-. From the agreed amount of Rs.14,50,000/-, the petitioner paid Rs.5,00,000/- to the credit of S.T.C.No.133 of 2021 on the file of the trial Court and the same was received by the respondent. Further the respondent received Rs.3,50,000/- by way of four cheques (i)cheque bearing No.80959, dated 27.11.2023 for Rs.1,00,000/- (ii)cheque bearing No.80960, dated 28.11.2023 for Rs.1,00,000/- (iii)cheque bearing No.80961, dated 29.11.2023 for Rs.1,00,000/- and (iv)cheque bearing No.80965, dated 07.02.2024 for Rs.50,000/-. Now the petitioner has to pay the balance amount of Rs.6,00,000/- to the respondent and the same will be paid within three months as per the undertaking affidavit filed.



Hence, he prays for setting aside the judgments of the Courts below.

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4.The learned counsel for the respondent confirmed the receipt of the amount as submitted by the learned counsel for the petitioner and the respondent is also inclined to received the balance amount of Rs.6,00,000/- within six months. The respondent is also agreed to quietus to the dispute between with the petitioner. To compound the offence, the respondent filed a petition under Section 147 of the Negotiable Instruments Act, 1881 in Crl.M.P.No.5260 of 2024 in Crl.R.C.No.2252 of 2023 to withdraw the complaint.

5.Today, the petitioner and the respondent are present before this Court. This Court had an enquiry with both the petitioner and the respondent. The respondent reaffirmed the compromise entered with the petitioner and filing of compounding petition. In support of the compromise, the respondent filed affidavit and the petitioner filed undertaking affidavit to pay the balance amount of Rs.6,00,000/- within six months to the respondent. Added to it, both the parties filed joint compromise memo. The scanned reproduction of the joint compromise memo is as follows:



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

CRL RC NO. 2252 OF 2023

Against

CRL A. NO. 45 OF 2023

IN

S.T.C NO. 133 OF 2021

Mr. Rajendran,

S/o Munusamy,

No. 273/NA, Kannigapuram,

Koduvali – 600 052

..Petitioner/Appellant/ Accused

Versus

Mr. G. Mani,

S/o Ganapathi,

No. 1/87, Jawaharlal Nehru Street,

Anna Pal Nagar, Alambathi,

Tamil Nadu – 600 052

.. Respondent/Respondent/Complainant

JOINT COMPROMISE MEMO FILED BY THE PARTIES TO THE PROCEEDINGS

Both the Parties to the proceedings agreed to amicably settle the dispute based upon the following terms and conditions:

- (i) It is submitted that the complainant has filed the above STC under 138 of Negotiable Instruments Act ^{before the trial court} for the dishonor of cheque dated 13.09.2021 for Rs.25,00,000/- bearing No. 930989 drawn on Dena Bank, Redhills Branch, Chennai -52 and in which the Trial court as well as the Appellate Court has

(Signature)

M. Rajendran



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passed a Judgment thereby convicted and sentenced the accused to undergo six months simple imprisonment and directed to pay the compensation of Rs. 25,00,000/- Against the Judgment passed by the Honourable Court, the Accused has preferred Criminal Appeal in Crl A. No. 45/2023 before the Honourable 1st Additional District & Sessions Judge, Thiruvallur and the Appeal was also dismissed and passed concurrent judgment.

(ii) The Petitioner has preferred the present Revision petition before this Honourable court and in the meantime, both the parties agreed to settle the dispute for an amount of Rs. 14,50,000/-(Rupees Fourteen Lakhs Fifty Thousand Only).

(iii) It is submitted that from the agreed amount of Rs. 14,50,000/-, the complainant had already received a sum of Rs. 5,00,000/- from the Trial court deposit and further received a sum of Rs. 3,50,000/- by way of four cheques

i.e. Rs. 1,00,000 by way of bank of India, Boochiathipedu Branch cheque bearing No. 80959 dated 27.11.2023.

Rs. 1,00,000/- by way of bank of India, Boochiathipedu Branch cheque bearing No. 80960 dated 28.11.2023,

Rs. 1,00,000/- by way of bank of India, Boochiathipedu Branch cheque bearing No. 80961 dated 29.11.2023

Rs. 50,000/- by way of bank of India, Boochiathipedu Branch cheque bearing No 80965 dated 07.02.2024.

Hence the remaining amount of Rs. 6,00,000/- is to be paid to the complainant as per the agreed terms.

(iv) Now, the Petitioner/Accused agreed to pay the remaining amount of Rs. 6,00,000/-(Rupees Six Lakhs Only) within a period of three months from the date of this order of this Honourable Court which is also admitted by the Respondent/complainant herein.

G. Loganathan
M. Periakumar



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(v) It is also agreed by both the parties that on failure to comply with the conditions within a stipulated time as per the terms of compromise memo, both the parties are free to approach the court based upon this compromise memo.

(vi) Both the parties agreed to the settlement with free Will and without any force, compulsion, threat, coercion or collusion.

Therefore it is prayed that this Honourable court may be pleased to record the compromise and thus render justice.

Dated at Chennai on this the 20th day of March 2024

G. Leeson

Complainant

M. Perasathiyar

Accused

V. A. (V. ASLAM)
E.No. 2514/2015
Counsel for Complainant

2nd (E.V. CHANDRU)
E.No: 645/97
Counsel for Accused



6.The respondent/complainant has filed a compounding petition in Crl.M.P.No.5260 of 2024 in Crl.R.C.No.2252 of 2023 invoking Section 147 of the Negotiable Instruments Act, 1881 to compound the offence and the same is ordered.

7.In view of the above development and in the interest of both the parties not to keep these proceedings pending since it will affect their future life, this Court accepts the compromise entered between them with the condition that the petitioner to make the balance payment of Rs.6,00,000/- to the respondent within six months as per undertaking affidavit filed before this Court.

8.It is made clear that in the event of the petitioner fails to make the balance payment of Rs.6,00,000/- as per the undertaking affidavit, the present order of this Court stands cancelled and the criminal revision case gets restored to the file of this Court.

9.In the result, the case between the petitioner and the respondent is compounded. Hence, the judgment, dated 07.02.2023 in S.T.C.No.133 of 2021 passed by the learned Judicial Magistrate, Fast Track Court at Magisterial Level, Tiruvallur and the judgment, dated 14.09.2023 passed by the learned I



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Additional District Judge, Thiruvallur in C.A.No.4 of 2022 are set aside and the

revision is, accordingly, allowed. The petitioner is acquitted of all the charges

levelled against him.

20.03.2024

Speaking Order/Non Speaking Order

Index : Yes/No

Neutral Citation: Yes/No

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To

1.The I Additional District Judge,
Thiruvallur.

2.The Judicial Magistrate,
Fast Track Court at Magisterial Level,
Tiruvallur.



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M.NIRMAL KUMAR, J.

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