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Crl.O.P.No.4324 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.03.2025

CORAM:

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

Crl.O.P.No.4324 of 2025
and Crl.M.P.No.2741 of 2025

S.K.Sukumar

... Petitioner

Vs

M/s Rajarajeswara Constructions,
represented by its Partner and Power of Attorney
M.N.Sridhar

... Respondent

PRAYER: Criminal Original Petition is filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023/ Section 482 of Cr.P.C, to call for the records relating to C.C.No.4355 of 2019 on the file of the Fast Track Court-I, Metropolitan Magistrate at Egmore, Chennai and quash the same.

For Petitioner : Mr.M.Velmurugan
For Respondent : Mr.K.Nagarajan
for Mr.N.Elayaraja

ORDER

This Criminal Original Petition has been filed to quash the proceeding in C.C.No.4355 of 2019 on the file of the Fast Track Court-I, Metropolitan Magistrate at Egmore, Chennai.



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2. Heard both sides and perused the materials placed on record.

3. The petitioner is the accused in the complaint lodged by the respondent for the offence punishable under Section 138 of Negotiable Instruments Act in C.C.No.4355 of 2019 on the file of the Fast Track Court-I, Metropolitan Magistrate at Egmore, Chennai alleging that the respondent is a Partnership Firm and doing several businesses including lights division in the name and style of M/s Rajarajeswara Constructions”. During the course of his business, the petitioners were awarded tender for supply/fitting of 20W LED street lights for entire village Panchayat of Dindigul District by the District Rural Development Agency by the purchase order R.O.C.No.811/2016/A2 dated 12.09.2016. Pursuant to the said order, the petitioners had placed order to supply 20W LED lights about 28003 numbers. On the strength of the said order, the respondent had supplied lights worth about Rs.5,21,90,591/-. However, the petitioners had paid only Rs.3,40,00,000/- out of total due. The petitioner agreed to pay interest along with interest at the rate of 24% towards the remaining balance. After several round of negotiations, the petitioner had admitted their liability and issued four cheques for a sum of Rs.2,10,00,000/-. All the cheques were presented for collection on 07.02.2019 and the same were



returned dishonoured for the reason “Account Blocked (situation covered in 21-25)” vide return memo dated 11.02.2019. After causing statutory notice, the respondent lodged a complaint.

4. The learned counsel for the petitioner would submit that on the date of presentation of the cheque, a sum of Rs.2,82,18,397/-, was very much available in the account. However, the petitioner, being a borrower from the bank, committed default and as such, the account was declared as Non Performing Asset. Therefore, the account of the petitioner was blocked by the banker. Therefore, the petitioner is not liable to be punished for the offence under Section 138 of Negotiable Instruments Act. In support of his contention, he also relied upon the Judgment of the High Court of Delhi, in the case of *M/s Ceasefire Industries Ltd., Vs State and others*, dated 01.02.2017.

5. Per contra, the learned counsel for the respondent would submit that the account was declared as Non Performing Asset and the petitioner had full knowledge about the declaration. Even then, the cheque was issued by the petitioner for a sum of Rs.2,10,00,000/-. That apart, the account was blocked under “situation covered in 21-25”, including payment stopped by attachment



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order, payment stopped by court order, withdrawal stopped owing to death of account holder, withdrawal stopped owing to lunacy of account holder and withdrawal stopped owing to insolvency of account holder. Therefore, the petitioner is very much liable to be punished for the offence punishable under Section 138 of Negotiable Instruments Act.

6. A perusal of the reply notice issued by the petitioner revealed that they had categorically admitted their liability and had knowledge about the action taken by their bank, since the petitioner borrowed and committed default. Thereafter, the account was declared as Non Performing Asset. That apart, the petitioner was informed that the cheques were returned on the ground of “Insufficient Funds”.

7. Therefore, the disputed facts cannot be gone into by this Court that too under Section 482 of Cr.P.C. The petitioner ought to have let in evidence before the Trial Court to prove the ground taken before this Court. That apart, the Trial has been commenced and the prosecution had examined PW.1 in chief.



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8. In view of the above, the judgment relied upon by the learned counsel for the petitioner is not at all applicable to the case on hand.

9. Therefore, this Court is not inclined to quash the proceeding in C.C.No.4355 of 2019 on the file of the Fast Track Court-I, Metropolitan Magistrate at Egmore, Chennai. However, the petitioner is at liberty to raise all the grounds by letting proper evidence before the Trial Court. The Trial Court is directed to complete the Trial in C.C.No.4355 of 2019, within a period of six months from the date of receipt of a copy of this order.

10. Accordingly, this Criminal Original Petition stands dismissed. Consequently, connected Miscellaneous petition is closed.

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Internet: Yes
Index: Yes/No
Speaking/Non speaking order
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G.K.ILANTHIRAIYAN. J.

mn

To

The Fast Track Court-I, Metropolitan Magistrate at Egmore,
Chennai.

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