



Crl.R.C.No.298 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09.01.2025

CORAM

THE HONOURABLE MR.JUSTICE SUNDER MOHAN

Crl.R.C.No.298 of 2023 and
Crl.M.P.No.396 of 2025

Mythili Rajagopalan

... Petitioner

Vs.

Bapuji Murugesan

... Respondent

PRAYER: Criminal Revision Petition filed under Section 397 and 401 of Code of Criminal Procedure, to call for records pertaining to the judgment dated 19.01.2023 in Crl.A.No.29/2019 on the file of the VII Additional District and Sessions Court, Chennai and judgment dated 08.01.2019 in C.C.No.1046/2005 on the file of the Metropolitan Magistrate, Fast Track Court III at Saidapet, Chennai to set aside the same.

For Petitioner : Mr.R.Ashwin

For Respondent : Mr.K.F.Manavalan



Crl.R.C.No.298 of 2023

ORDER

WEB COPY

This Criminal Revision Case has been filed to set aside the judgment, dated 19.01.2023 in Crl.A.No.29 of 2019 passed by the learned VII Additional Sessions Judge, VII Additional District and Sessions Court, Chennai confirming the judgment, dated 08.01.2019 in C.C.No.1046 of 2005 passed by the learned Metropolitan Magistrate, Fast Track Court No.III, Saidapet, Chennai.

2.It is the case of the respondent that the petitioner had taken a loan of Rs.20,00,000/- from the respondent and had executed a promissory note on 05.04.2003; that towards discharge of her liability, the petitioner had issued five cheques for a total sum of Rs.21,60,000/-; that when the cheques were presented for collection, it was returned for the reason “Insufficient Funds” and that in spite of statutory notice issued by the respondent, the petitioner failed to make the payment.

3.The petitioner was convicted by the trial Court for the offence under Section 138 of the Negotiable Instruments Act and sentenced to



Crl.R.C.No.298 of 2023

undergo six months simple imprisonment and to pay double the cheque amount as compensation to the respondent. On appeal, the said conviction and sentence was confirmed by the lower Appellate Court.

4. When the present revision was taken up for hearing, it was represented by the counsels that the parties have entered into a compromise and have reduced the terms of compromise by Memorandum of Settlement, dated 09.01.2025.

5. The scanned reproduction of the Memorandum of Settlement is as follows:



CrI.R.C.No.298 of 2023

WEB COPY

MEMORANDUM OF SETTLEMENT

This Memorandum of Settlement is executed at Chennai on this 9th day of January, 2025

BETWEEN

Mrs. Mythili Rajagopalan, W/O Mr. Rajagopalan, Female, aged about 66 Years, (Aadhar No. 3965941307) residing at 6th Cross Road, Gandhi Nagar, Manglore - 574 003 herein referred to as 'PARTY OF THE FIRST PART', which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include her legal heirs, respective administrators, executors and successors-in-interest.

AND

Tr. Bapuji Murugesan, S/o late A. Murugesan, male, aged 65 about residing at No. C-50/3, Ganesh Apartments, 2nd Avenue, Ashok Nagar(East), Chennai - 600 102 herein referred to as 'PARTY OF THE SECOND PART', which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, respective administrators, executors and successors-in-interest.

WHEREAS

- A. The PARTY OF THE SECOND PART filed a complaint under Section 138 of the Negotiable Instruments Act, 1881, against the PARTY OF THE FIRST PART in respect of dishonored cheques in C.C. No. 1046 of 2005 before the Ld. Metropolitan Magistrate/ Fast Track Court III, Saldapet, Chennai.
- B. The Ld. Trial Court convicted the PARTY OF THE FIRST PART, and which was upheld by the Ld. VII Additional District and Sessions Court in CrI.A. No. 29/2019.
- C. Aggrieved, the Petitioner/Accused filed a Revision Petition in CrI.R.C. No. 298 of 2023 on the file of the Hon'ble Madras High Court.
- D. The Parties, with a view to resolving the dispute amicably, have agreed to settle the matter on mutually acceptable terms, as set out hereunder.



WEB COPY

NOW, THEREFORE, IT IS AGREED AS FOLLOWS.

The PARTY OF THE FIRST PART and the PARTY OF THE SECOND PART have arrived at a compromise to settle the dispute pending with respect to the offence under 138 N.I Act, on the payment by the PARTY OF THE FIRST PART of Rs. 22, 25, 000/- (Rupees Twenty-Two Lakhs and Twenty-Five Thousand Only) to the PARTY OF THE SECOND PART as follows:

- 1.1. an amount of Rs. 12, 25, 000 (Rupees Twelve Lakhs Twenty-Five Thousand Only) by way of a Demand Draft with DD No: 508333L, drawn on ICICI Bank, dated 7th January 2025 in the name of Mr. Bapuji Murugesan (i.e) the PARTY OF THE SECOND PART;
- 1.2. an amount of Rs. 10, 00, 000 (Rupees Ten Lakhs only) by way of a Demand Draft with DD No: 000804, and Ref No: 010243000897, drawn on EQUITAS Bank, dated 7th January 2025 in the name of Mr. Bapuji Murugesan (i.e) the PARTY OF THE SECOND PART;
2. On receipt of the above payments totaling Rs. 22, 25, 000/- (Rupees Twenty-Two Lakhs and Twenty-Five Thousand Only) in its entirety, the PARTY OF THE SECOND PART has agreed to compound the offence u/s 138 of Negotiable Instrument Act, 1881, in CC No. 1046 of 2005 (forming the subject matter of Crl R.C. No. 298 of 2023).
3. The PARTY OF THE FIRST PART at the time of moving the Crl Appeal No: 29/2019 on the file of Id. VII Additional District and Sessions Court, had deposited an amount of Rs. 3,18,000/- (Rupees Three Lakh Eighteen Thousand Only) on 10th April 2019. If the money has been withdrawn by the PARTY OF THE SECOND PART, then the same shall be returned to the PARTY OF THE FIRST PART, and if the money has not been withdrawn by the PARTY OF THE SECOND PART, the PARTY OF THE FIRST PART shall withdraw the same from the court where it was deposited.

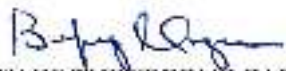


WEB COPY

4. Both Parties agree that upon compliance in its entirety with the terms of this settlement, neither Party shall have any further claims against the other concerning the Offence u/s 138 of Negotiable Instrument Act, 1881 in CC No. 1046 of 2005 (forming the subject matter of Crl R.C. No. 298 of 2023).
5. It is specifically agreed between the Parties that the above-mentioned settlement terms is without prejudice to the rights of the PARTY OF THE SECOND PART in the civil proceedings including in FDP No. 3/2017 decreed on 24/04/2017 (in O.S. No. 30/2015) on the file of the Principal Senior Judge & CJM, Mangaluru, D.K., Ex C-232/2017 and RFA/000055/2017 in the Hon'ble Karnataka High Court.
6. The PARTY OF THE FIRST PART states that she has made this payment without any admission of liability on merits.
7. **Confidentiality**
Both Parties agree to maintain the confidentiality of this settlement and not to disclose its terms to any third party, except as required by law.
This Memorandum of Settlement shall be binding on both Parties and their legal representatives, successors, and assigns.

Dated at Chennai on this the 9th day of January 2025


PARTY OF THE FIRST PART


PARTY OF THE SECOND PART



6.The parties have also filed a compounding petition in Crl.M.P.No.396 of 2025 in Crl.R.C.No.298 of 2023. Hence, the offences are compounded in terms of the above compromise. Accordingly, the judgment, dated 19.01.2023 in Crl.A.No.29 of 2019 passed by the learned VII Additional Sessions Judge, VII Additional District and Sessions Court, Chennai and the judgment, dated 08.01.2019 in C.C.No.1046 of 2005 passed by the learned Metropolitan Magistrate, Fast Track Court No.III, Saidapet, Chennai are set aside.

7.It is reported that during the pendency of the appeal before the learned VII Additional Sessions Judge, Chennai, the petitioner had deposited Rs.3,18,000/- to the credit of C.C.No.1046 of 2005 on the file of the Metropolitan Magistrate, Fast Track Court No.III, Saidapet, Chennai.

8.The petitioner is at liberty to withdraw the said amount of Rs.3,18,000/- as the petitioner has already settled the cheque amount to the respondent.



CrI.R.C.No.298 of 2023

9.It is further submitted by the learned counsel for the respondent that the original promissory note and the mortgage deed were marked as Exs.P13 & 14 respectively during trial and the same may be returned to the respondent. Hence, the Trial Court is directed to return Exs.P13 & P14 to the respondent after retaining the certified copy of the same in the Court records.

10.In view of the above, this Criminal Revision Case stands allowed. Consequently, connected miscellaneous petition is ordered.

09.01.2025

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

vv2

To

1.The VII Additional Sessions Judge,
VII Additional District and Sessions Court,
Chennai.

2.The Metropolitan Magistrate,
Fast Track Court III at Saidapet,
Chennai.



WEB COPY



Crl.R.C.No.298 of 2023

SUNDER MOHAN, J.

vv2

Crl.R.C.No.298 of 2023

09.01.2025