



Crl.A.Nos.457 & 458 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 02.06.2025

CORAM:

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

Crl.A.Nos.457 & 458 of 2025

Ravi Bhooshanam

... Appellant in both
appeals

Vs.

B.Vijayalakshmi

... Respondent in
Crl.A.457 of 2025

B.Sathish Babu

... Respondent in
Crl.A.458 of 2025

COMMON PRAYER: Criminal Appeals filed under Section 419 of the Bharatiya Nagarik Suraksha Sanhita, 2023, to set aside the order of acquittal dated 04.11.2023 made in C.C.Nos.1134 & 1135 of 2021 respectively, on the file of the Metropolitan Magistrate No.XXV, Egmore, Chennai.

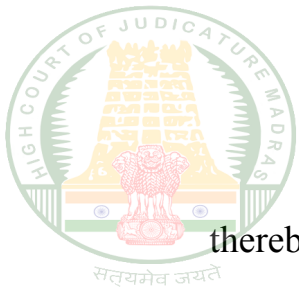
In both appeals

For Appellant : Mr.T.Sundaravadanam

COMMON JUDGMENT

These Criminal Appeals have been filed as against the order dated 04.11.2023 passed by the learned XXV Metropolitan Magistrate Court, Egmore, Chennai, in C.C.Nos.1134 & 1135 of 2021 respectively,

Page 1 of 6



Crl.A.Nos.457 & 458 of 2025

thereby acquitted both the respondent for the offence punishable under

Section 138 of the Negotiable Instruments Act, 1881 (hereinafter referred to as “the NI Act”)

2. The appellant is the complainant and he lodged two complaints in C.C.Nos.1134 & 1135 of 2021, for the offence punishable under Section 138 of the NI Act, as against the respondents, alleging that respondent in Crl.A.No.457 of 2025 had borrowed loan in the month of March and April, 2010 to the tune of Rs.2,50,000/- & Rs.1,00,000/- and assured to repay the same with interest. Thereafter, during the year 2011, the appellant and the respondent in Crl.A.No.458 of 2025 had entered into lease agreement in which, the appellant paid a sum of Rs.9,00,000/-. In order to return the said amount, the respondents had issued two cheques both dated 26.12.2019 for the sum of Rs.25,00,00/- & Rs.1,00,000/- respectively. The same were presented for collection and the same was returned dishonored for the reason “refer to drawer”. After issuance of statutory notice, the appellant filed two complaints and the same have been taken cognizance in C.C.Nos.1134 & 1135 of 2021.



WEB COPY

3. In both cases, the appellant had examined himself as P.W.1 and he marked documents in Ex.P.1 to Ex.P.5. The respondents did not examine anybody and no document has been marked on their side. On perusal of oral and documentary evidences and materials of records, the trial Court acquitted both the respondents for the offence under Section 138 of the NI Act. Aggrieved by the same, the appellant filed the present appeals.

4. The learned counsel appearing for the appellant submitted that admittedly, the respondents borrowed the loan amount and it is not the case of the respondents that the cheques were not issued for legally enforceable debt. However, the trial Court found that the amount was borrowed in the year 2010 and the cheque was issued in the year 2019. Therefore, the cheques were not issued for legally enforceable debt.

5. Heard the learned counsel appearing for the appellant and perused the materials placed before this Court.



Crl.A.Nos.457 & 458 of 2025

6. On perusal of the records, it is revealed that the respondents

WEB COPY

in both the appeals are mother and son. It is the case of the appellant that the respondents had borrowed the loan in the month of March & April 2010 and sum of Rs.9,00,000/- that too by way of lease agreement entered between the appellant and the respondent in Crl.A.No.458 of 2025, during 2011. Even according to the appellant, the respondents borrowed a sum of Rs.3,50,000/- and Rs.9,00,000/-, for which the respondents issued Cheques, in the year 2019, that too for a sum of Rs.25,00,000/- & Rs.1,00,000/-. There is absolutely no cause to show that the cheque was issued for a legally enforceable debt, since the entire borrowal is of the year 2010 & 2011 and as such it was barred by limitation.

7. Further the amount is also not tallied with the cheque amount. Even according to the appellant, the amount which was allegedly borrowed by the respondents to the tune of Rs.3,50,000/- and Rs.9,00,000/- respectively. Hence, the amounts mentioned in the cheques were not tallied with the amount which was allegedly borrowed by the respondents. Therefore, the appellant failed to prove his case and as such the trial Court rightly acquitted the respondents for the offence



Crl.A.Nos.457 & 458 of 2025

punishable under Section 138 of the NI Act. This Court finds no
infirmity or illegality in the order passed by the Court below.

8. Accordingly, both the Criminal Appeals stand dismissed.

02.06.2025

Index : Yes/No
Neutral citation : Yes/No
Speaking/non-speaking order

To

1. The Metropolitan Magistrate No.XXV,
Egmore, Chennai.



WEB COPY



Crl.A.Nos.457 & 458 of 2025

G.K.ILANTHIRAIYAN, J.

rts

Crl.A.Nos.457 & 458 of 2025

02.06.2025