



Crl.R.C.No.622 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.07.2025

CORAM:

THE HONOURABLE MR. JUSTICE G.K.ILANTHIRAIYAN

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R.Sundarrajan

... Petitioner

Versus

V. Govaradhanan

... Respondent

PRAYER: Criminal Revision Case is filed under Sections 397 r/w 401 of Criminal Procedure Code, 1973, to call for the records and set aside the order passed in C.A.No.167 of 2021 on the file of the learned I Additional District and Sessions Judge, Coimbatore District dated 09.01.2023 confirming the order of the trial Court in C.C.No.563 of 2017 on the file of the learned Judicial Magistrate Fat Track Court No.1, Coimbatore dated 10.02.2021 by allowig this revision.

For Petitioner : Mrs. R. Jaya,
for Mr. V. Chinnaasamy

For Respondent : Mr. S. Arjun

ORDER

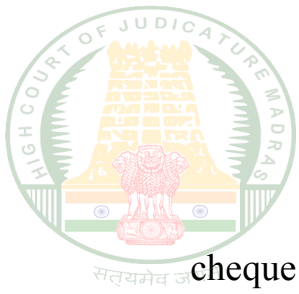


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This revision has been preferred against the order dated 09.01.2023 passed in C.A.No.167 of 2021 on the file of the learned I Additional District and Sessions Judge, Coimbatore District, thereby confirming the conviction and sentence imposed on the petitioner by the learned Judicial Magistrate Fast Track Court No.1, Coimbatore in C.C.No.563 of 2017 dated 10.02.2021, for the offence under Section 138 of the Negotiable Instruments Act, 1881.

2. The petitioner is the accused in the complaint lodged by the complainant/respondent alleging that while the respondent approached the petitioner for the purchase of a car, the petitioner represented himself as having acquaintance with several banks that deal in second-hand car sales, which were seized by the bank for non-payment of loans. To purchase a car at a low budget price, the petitioner received a sum of Rs.50,000/- by way of cash and a sum of Rs.10,00,000/- through RTGS. After receiving the entire amount of Rs.10,50,000/-, the petitioner failed to procure a car. Hence, the respondent requested the petitioner either to handover the car or to return the said sum. After making repeated requests, the petitioner paid a partial amount of Rs.5 Lakhs to the respondent by way of cheque, and when the



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cheque was presented for collection, it was returned as “funds insufficient”.

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Hence, the respondent/complainant filed a complaint before the learned Judicial Magistrate, Fast Track Court No.1 at the Magisterial Level, Coimbatore, which has been taken cognizance in C.C.No.563 of 2017 for the offence under Section 138 of the Negotiable Instruments Act, 1881.

3. On the side of the respondent/complainant, the complainant examined himself as P.W.1 and marked Exs.P1 to P5 documents. On the side of the petitioner/accused, the petitioner examined himself as D.W.1 and did not mark any document.

4. On perusal of the oral and documentary evidence, the Trial Court found the petitioner/accused guilty of the offence under Section 138 of the N.I. Act, and sentenced him to undergo six months Simple Imprisonment and required him to pay a compensation of Rs.5,00,000/- to the tune of cheque amount to the complainant. Aggrieved by the same, the petitioner/accused preferred an appeal in C.A.No.167 of 2021 and the same was dismissed, *inter alia*, confirming the order passed by the Trial Court. Hence, the present revision before this Court.



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5. The learned counsel for the petitioner submitted that the respondent is a power agent of the complainant and he had no knowledge about the cheque issued by the petitioner, and as such, he has no *locus standi* to file any complaint. However, the cheque was issued for security purposes and not for any legally enforceable debt.

6. The learned counsel appearing for the respondent submitted that though the respondent is represented by a power agent, who is none other than the son of the complainant, he has categorically deposed about the transactions, issuance of cheque and also produced the power of attorney document, which was marked as Ex.P5. After receipt of the statutory notice, the petitioner failed to provide a reply to the notice in order to rebut the presumption. Further, the petitioner also did not deny the issuance of cheque. Therefore, both the Courts below rightly concurrently convicted the petitioner, and it does not warrant any interference by this Court.

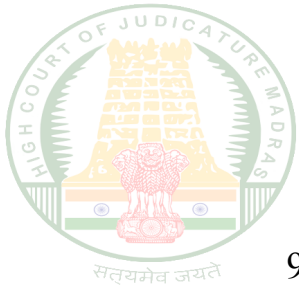
7. Heard the learned counsel appearing on either side and perused the materials available on record.



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8. Admittedly, a sum of Rs.10 Lakhs received by the petitioner through RTGS from the respondent's father, on the assurance given by the petitioner that he would purchase a car in favour of the respondent from the bank's seized vehicles from the defaulters. However, after receipt of the entire amount, the petitioner failed to purchase any car. After repeated demands, the petitioner issued a cheque for a sum of Rs.5 Lakhs as partial discharge of his liability. The cheque was presented for collection and was dishonored for the reason "funds insufficient". Therefore, a legal notice was duly issued to the petitioner, even then the petitioner did not reply to the notice in order to rebut the presumption. He also admitted the issuance of cheque and signature on the cheque. Therefore, the respondent discharged his initial burden as contemplated under Section 138 of N.I. Act. Though the petitioner was examined as D.W.1, nothing was elucidated to rebut the presumption. Hence, the Trial Court and the Appellate Court had rightly convicted the petitioner, and this Court does not find any infirmity or illegality in the order passed by the Courts below.



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9. Accordingly, this Criminal Revision Case is dismissed.

However, the respondent is at liberty to take appropriate steps to secure the petitioner in order to comply with the order of conviction and sentence imposed by the Trial Court.

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

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To

1. The I Additional District and Sessions Judge, Coimbatore District.
2. The Judicial Magistrate Fat Track Court No.1, Coimbatore.

G.K.ILANTHIRAIYAN, J.

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