



CrI.A.No.788 of 2010

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 11.06.2025

CORAM:

THE HONOURABLE MR. JUSTICE **D.BHARATHA CHAKRAVARTHY**

CrI.A.No.788 of 2010

J.Murugan

...Appellant

Vs.

P.Baskar

...Respondent

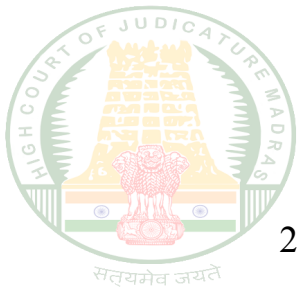
**PRAYER:** Criminal Appeal filed under Section 378(1) of Cr.P.C to set aside the order of acquittal passed against the accused/respondent herein in C.C.No. 298 of 2006 dated 18.11.2010 on the Judicial Magistrate No. IV at Vellore.

For Appellant : Mr.Mahendra Varnan  
for Mr.NA.Malai Saravanan

For Respondent : Mr.V.Madhavan

**ORDER**

This appeal is directed against the judgment dated 18.11.2010 in C.C.No. 298 of 2006, by the Judicial Magistrate No. IV, Vellore. By the said judgment, the respondent was acquitted for the offence under Section 138 of the Negotiable Instruments Act, 1881.



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2. The case of the complainant is that on 22.10.2005, the accused borrowed twice, that is, a sum of Rs. 7,00,000/- and another sum of Rs.2,25,000/-, and executed two promissory notes, marked as Ex.P1 and P2. In discharge of his liability, the respondent issued a cheque dated 05.08.2006 for a sum of Rs.9,25,000/-. When the said cheque was presented, it was dishonoured. Thereafter, complying with Section 138 of the Negotiable Instruments Act by issuing a legal notice, the present complaint was filed.

3. The accused appeared before the trial Court, denied the charges against him, and stood trial. In proof of the allegations, the complainant examined himself as P.W.1. One Kadiresan was examined as P.W.2, and one Sunderajan was examined as P.W.3. Exhibits P1 to P11 were marked. On behalf of the defence, one Janakiraman was examined as D.W.1, and Exhibits D1 to D4 were marked.

4. The trial Court considered the evidence let in by the parties. The defence claimed that there was a partnership concern by the name “Cosy- e- Solution Company,” in which the accused and the complainant were partners, and during those transactions, blank promissory notes and cheques were left in the custody of the complainant. As a matter of fact, the promissory notes



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and cheques were subsequently filled in with different inks. The complainant failed to prove his financial capability as well as the source of funds for advancing the loan on the specified dates. The trial Court considered the evidence of P.W.2, Ex.P11, and Ex.D1 and D2, which show that there were credits of huge amounts in the account of P.W.1, but his own evidence contradicts those payments.

5. Considering the fact that P.W.1, in cross examination, stated that he was not doing any business and that he was running a cinema theatre and the theatre was sold by P.W.1's father, P.W.1's father gave him Rs.9,00,000/- and when P.W.2 was examined, the version of the complainant that he withdrew from Rs.10,00,000/- paid to him, the same was not to be seen in Ex.P11 statement of accounts, which is marked through P.W.2, the trial Court disbelieved the version of the complainant and held that the complainant miserably failed to prove that there was a pre-existing debt/liability toward issue of cheque and acquitted the accused. When the trial Court rendered a finding of acquittal upon detailed appreciation of evidence and by proper reasoning, this Court, in an appeal against the acquittal cannot overturn the same, unless the same is perverse or wholly untenable.



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WEB COPY6. In view thereof, finding no merits, the appeal stands dismissed. No costs.

11.06.2025

Neutral Citation: Yes/No  
nsl

To  
The Judicial Magistrate No. IV,  
Vellore.



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**D.BHARATHA CHAKRAVARTHY, J.**

nsi

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