



Crl.A.No.891 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 14.07.2025

CORAM:

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

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Jayam Traders
Rep. by its Managing Partner,
Maheswari
Rep. by power agent,
M.Kannan

... Appellant

Vs.

P.Anbazhagan

... Respondent

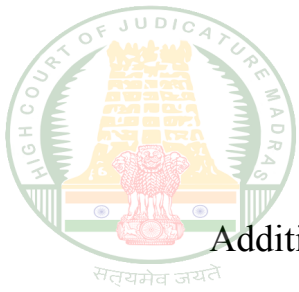
PRAYER: Criminal Appeal filed under Section 378 of Cr.P.C., praying to call for records in relation to the judgment dated 23.01.2024 passed by the learned Judicial Magistrate, Additional Mahila Court, Namakkal in CC.No.464 of 2021, set aside the same by convicting the respondent/accused for the offence punishable under Section 138 of the Negotiable Instrument Act.

For Appellant : Mr.S.Senthil

For Respondent : Mr.Sivakumar

JUDGMENT

This Criminal Appeal has been preferred as against the judgment dated 23.01.2024 passed by the learned Judicial Magistrate,



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Additional Mahila Court, Namakkal in CC.No.464 of 2021, thereby
acquitting the respondent for the offence punishable u/s 138 of
Negotiable Instruments Act (in short -the NI Act-).

2. The respondent is the accused in the complaint lodged by the appellant/complainant for the offence u/s 138 of the Negotiable Instruments Act (in short -the NI Act-), alleging that the complainant is doing business of feeds raw material in Namakkal as Managing Partner of Jayam Traders. The respondent is doing bran business in Karur under the name of Sujay Traders and that way both are friends for last four years. The complainant has paid a sum of Rs.42,000/- as advance for purchase of feeds raw material, however the accused failed to supply the raw materials for the said advance amount. In spite of repeated demand made by the complainant, the accused did not come forward to settle the said amount and on 11.01.2019, the accused had issued a cheque bearing No.000773 dated 11.01.2019 drawn on Karur Vysya Bank, Karur Branch for the said sum. The complainant presented the cheque for collection on 06.02.2019 and the same was returned dishonoured with the endorsement ?Funds Insufficient?. After causing the statutory notice, the appellants filed a complaint under Section 138 of the Negotiable Instruments Act.



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WEB COPY 3. On the side of the appellant, P.W.1 was examined and Ex.P1 to Ex.P9 were marked. On the side of the accused, no one was examined and no documents were marked. On perusal of the oral and documentary evidence, the Trial Court found the respondent not guilty and acquitted him of the charges under Section 138 of the Negotiable Instruments Act. Aggrieved by the same, the present appeal is filed.

4. The learned counsel for the appellant would submit that the respondent did not deny the issuance of cheque and the signature found in the cheque. Therefore, the appellant discharged the initial burden as contemplated u/s 138 of NI Act, however the respondent failed to rebut the presumption u/s 118 and 139 of NI Act. Even then, the Trial Court mechanically dismissed the complaint. Further, he submitted that though the appellant admitted that pending complaint, the appellants received a sum of Rs.12,50,000/- from the respondent, it is not for the same transaction, but for another transaction between the appellant and the respondent. Therefore, the offence under Section 138 of the Negotiable Instruments Act is clearly made out and even then the Trial Court acquitted the respondent on the ground that the appellant failed to prove



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the case.

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5. The learned counsel appearing for the respondent would submit that after elaborately considering the oral and documentary evidence, the Trial Court had rightly acquitted the respondent, which is wholly sustainable and the same does not require any interference by this Court. Accordingly, he prays for dismissal of this appeal.

6. Heard the learned counsel appearing for the parties and also perused the materials available on record.

7. A perusal of the records reveals that there was a business transaction between the appellant and the respondent. The respondent used to supply feed raw materials to the appellants, for which, the appellants paid the disputed amount as advance to the respondent. According to the appellant, there was no supply of raw materials and as such, a sum of Rs.42,000/- was with the respondent as outstanding amount. In order to repay the said amount, the respondent issued a cheque and the same was presented for collection, which was returned for the reasons 'Funds Insufficient?'. Even according to the appellant, they



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received Rs.12,50,000/- from the respondent. However, it was completely suppressed by the appellant and the cheque given for security purpose was filled up by the appellant and presented for collection. Therefore, the respondent categorically rebutted the presumption arises u/s 118 and 139 of NI Act that the cheque was not issued for any legally enforceable debt. Therefore, no offence under Section 138 of the Negotiable Instruments Act is made out against the respondent. Hence, the Trial Court rightly acquitted the respondent of the offence u/s 138 of NI Act.

8. In view of the above, this Court finds no infirmity or illegality in the impugned judgment. Accordingly, this Criminal Appeal stands dismissed.

14.07.2025

Index : Yes/No
Neutral citation : Yes/No
Speaking/non-speaking order
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G.K.ILANTHIRAIYAN, J.



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To

The learned Judicial Magistrate, Additional Mahila Court, Namakkal

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