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CRL A No. 600 of 2017



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 18-11-2025

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THE HONOURABLE MR JUSTICE M. NIRMAL KUMAR

CRL A No. 600 of 2017

1. M/s.Full Moon Industrial
Ceramics (P) Ltd,
rep. by its Managing Director,
G.Venkatesan,
S/o.P.Ganesan,
No.30-A/1, Mudalithottam,
Periyasemoor,
Erode-638 004
Erode(Taluk and District).

Appellant(s)

Vs

1. T.Babu,
S/o.Late V.Thiagarajan,
No.65/B-2, Ganesapuram,
New Street,
Namakkal,
Namakkal (Taluk & District).

Respondent(s)

PRAYER



This petition has been filed to set aside the judgment made in STC No.49 of 2013 dated 20.09.2016 on the file of the learned Judicial Magistrate(FTC-I), Erode.

For Appellant(s): M/s.M. Vignesh for
Mr.C.S.Saravanan

For Respondent(s): Mr.C.D.Johnson

ORDER

This petition has been filed to set aside the judgment made in STC No.49 of 2013 dated 20.09.2016 on the file of the learned Judicial Magistrate(FTC-I), Erode.

2.The appellant in this case is the complainant in STC No.49 of 2013. A case under Section 138 of the Negotiable Instruments Act, 1881 was filed by the appellant against the respondent. The trial Court, by judgment dated 20.09.2016, dismissed the complaint. Against which, the present appeal.

3.The contention of the appellant is that the respondent had worked under him as Assistant Manager (Marketing) and during his employment in the year



2012, to meet out his marriage expenses, he has availed personal loan of Rs.1 lakh, agreeing to pay the same in 20 equal monthly instalments with interest @ 15.25%. At the time of disbursal of the loan, the appellant had issued two cheques for Rs.50,000/- each in favour of the respondent. The respondent has paid interest of Rs.1295/- upto the month of June, 2012 and thereafter, failed to make any payment. The respondent had resigned his job on 10.07.2012 and on 06.10.2012, he sought for rendition of his account and thereafter, the account was worked out on discharge of principle and interest. The respondent had issued a cheque drawn on the Indian Bank, Perundurai Branch for Rs.1,04,317/-. When the cheque was presented, the same was dis-honoured and thereafter, a statutory notice was issued and the respondent had sent a reply with false allegations and hence, the complaint has been filed.

4.The appellant examined himself as PW1 and the Assistant Bank Manager was examined as PW2, and marked Exs.P1 to P9. Exs.P7 and P8 are the appointment orders and the loan agreements. Despite the appellant producing of relevant documents, the trial Court failed to consider the evidence



in proper prospective and dismissed the case. Against which, the present appeal.

5.The learned counsel for the respondent appeared and submitted that without going into the merits of the case, he is ready to settle the issue. The complainant is agreeing for settlement considering the previous employment of the respondent and also the passage of time and agreed to receive Rs.60000/- in lieu of Cheque, Ex.P1 for Rs.1,04,317/-. Now out of this Rs.60000/- , a sum of Rs.10,000/- was paid through G.Pay on 13.11.2025 and Rs.50,000/- through cheque drawn on Axis Bank, Thindal Branch and he also produced the copies of the Demand Draft drawn on Axis Bank, for Rs.50,000/- and G.Pay before this Court.

6.Today, the appellant appeared through Video Conferencing and admitted to receive the said amount and also agreed to withdraw the appeal.



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7. Recording the same, the appeal is disposed of and the acquittal of the respondent in STC No.49 of 2013 is confirmed.

18-11-2025

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Index: Yes/No

Neutral Citation: Yes/No



To

1.Learned Judicial Magistrate(FTC-I),
Erode.

2.T.Babu,
S/o.Late V.Thiagarajan,
No.65/B-2, Ganesapuram,
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M.NIRMAL KUMAR, J.
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