



Crl.A.No.881 of 2025

Crl.A.No.881 of 2025

WEB COPY **G.K.ILANTHIRAIYAN, J.**

Today, the matter is listed under the caption 'For Being Mentioned' at the instance of the learned counsel for the appellant.

2. The learned counsel for the appellant has brought to the notice of this Court that certain typographical errors have crept in Paragraph Nos.4 and 6 of the order dated 04.08.2025 made in Crl.A.No.881 of 2025. In **Paragraph No.4**, in the ninth line, the amount mentioned as “**Rs.10,000/-**” has been inadvertently typed instead of “**Rs.15,00,000/-**”. Likewise, in **Paragraph No.6**, appearing at **Page No.4**, the amounts were wrongly typed in two places in the third line, as “**Rs.55 Lakhs**” instead of “**Rs.50 Lakhs**” and “**Rs.10 Lakhs**” instead of “**Rs.15 Lakhs**”. The said errors require correction.

3. Accepting the submissions made by the learned counsel for the appellant, the corrections are carried out as follows in Paragraph Nos.4 & 6 :

*“4. The learned counsel for the appellant
would submit that.....*

.....



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..... On the date of presentation, only
Rs.15,00,000/- was transferred from the Contractor's
account to the account of the appellant. ”

“6.....
each Rs.50 Lakhs, Rs.25 Lakhs and Rs.25 Lakhs
dated 31.10.2019, 30.11.2019 and 30.12.2019
respectively. Even before the presentation of the
cheques, the respondent paid a sum of **Rs.50 Lakhs**
and another sum of **Rs.15 Lakhs** from the original
Contractor.

..... ”

4. In all other aspects, the dated 04.08.2025 in Crl.A.No.881 of
2025 shall remain unaltered.

5. Registry is directed to carry out the aforesaid corrections in
the order dated 04.08.2025 in Crl.A.No.881 of 2025 and issue a corrected
order copy accordingly.

19.08.2025

klt

G.K.ILANTHIRAIYAN, J.

klt



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**Crl.A.No.881 of 2025
and
Crl.M.P.Nos.6037 & 11345 of 2025**

19.08.2025



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 04.08.2025

CORAM:

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

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M/s. StepsStone Infrs Private Limited,
Represented by Its Managing Director,
K.Mothish Kumar,
No.1/1, Sakthi Nagar, Choolaimedu,
Chennai - 600 094.

... Appellant

Vs

1. M/s.Yes And Yes Infracon Private Limited,
Represented By Its Managing Director,
D.Shanmugam,
No.14a, Sathya Road (Near Soolai),
Erode - 638 004.

2. D.Shanmugam ... Respondents

Prayer: Criminal Appeal filed under Section 419 of the Bharatiya
Nagarik Suraksha Sanhita, 2023, to set aside the judgment passed in STC
No.4676/2022 dated 14.08.2024 on the file of XXV Metropolitan
Magistrate, Egmore, Chennai-8.

For Appellant : Mr.J.A.S.Sathish Kumar

For Respondents : Mr.R.S.Raveendhren

JUDGMENT



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This Criminal Appeal has been filed as against the order passed in STC No.4676 of 2022 dated 14.08.2024 on the file of XXV Metropolitan Magistrate, Egmore, Chennai-8, thereby acquitting the respondent for the offence punishable under Section 138 of Negotiable Instruments Act.

2. The appellant lodged a complaint as against the respondent for the offence punishable under Section 138 of Negotiable Instruments Act, alleging that as per the Memorandum of Understanding, the respondent issued three cheques for a sum of Rs.1 Crore in discharge of the debt. All the cheques were presented for collection. However, all the cheques were returned dishonoured for the reason “Insufficient Funds”. After causing statutory notice, lodged a complaint and the same has been taken cognizance by the Trial Court, in STC No.4676 of 2022.

3. In order to bring home the charges, the appellant was examined as PW.1 and marked Exs.P1 to 10 and on the side of the respondent, no one was examined and marked Exs.D1 to 7. On perusal of oral and documentary evidences, the Trial Court acquitted the respondent. Hence, this appeal.

4. The learned counsel for the appellant would submit that the



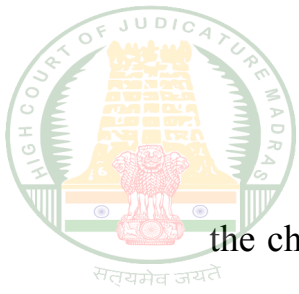
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respondent did not deny the signature found in the cheque and also issuance of cheque. However, the Trial Court had mechanically acquitted the respondent that too without rebutting the presumption. It was further submitted that the appellant is a Sub Contractor and under him, the respondent is a Contractor. As per the Memorandum of Understanding, the respondent owed to pay a sum of Rs.1 Crore and 50 Lakhs, for which the respondent issued three cheques for a sum of Rs.1 Crore, each Rs.50 Lakhs, Rs.25 Lakhs and Rs.25 Lakhs respectively. On the date of presentation, only Rs.10,000/- was transferred from the main Contractor's account to the account of the appellant. It was not deducted and only on that ground, the respondent was acquitted by the Trial Court.

5. Heard the learned counsel for the appellant and perused the materials available on record.

6. A perusal of records and also on the submissions made by the learned counsel for the respondent revealed that as per the Memorandum of Understanding, the respondent issued three cheques for a sum of Rs.1 Crore each Rs.50 Lakhs, Rs.25 Lakhs and Rs.25 Lakhs dated 31.10.2019, 30.11.2019 and 30.12.2019 respectively. Even before the presentation of



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the cheques, the respondent paid a sum of Rs.55 Lakhs and another sum of Rs.10 Lakhs from the original Contractor. That apart, the Memorandum of Understanding was entered between the parties in respect of contingent liability and the obligation to settle the said amount arises only if SRICO transfers the security deposit to the respondent Company. However, there was no proof available that the said SRICO transferred the said security amount in favour of the respondent.

7. Therefore, the respondent had categorically rebutted the presumption under Sections 118 and 139 of Negotiable Instruments Act by marking Exs.D1 to 7. Therefore, the Trial Court had rightly dismissed the complaint and this Court finds no infirmity or illegality in the order passed in STC No.4676 of 2022 dated 14.08.2024 on the file of XXV Metropolitan Magistrate, Egmore, Chennai-8.

8. Accordingly, this Criminal Appeal stands dismissed.

04.08.2025

Internet: Yes
Index: Yes/No
Speaking/Non speaking order
mn



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To

The XXV Metropolitan Magistrate,
Egmore, Chennai-8.



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G.K.ILANTHIRAIYAN. J.

mn

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04.08.2025