



*Crl.A.No.791 of 2025*

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 07.07.2025

CORAM:

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

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Tamilnadu Foods Services,  
R.Sangeetha D/o. Ramaiah  
Rep by its Power agent  
Mr.R.Dinesh S/o.Ramaiah  
No.5, thirunagar 1<sup>st</sup> Street Extension,  
Thiruvottiyur  
Chennai-600 019.

..... Appellant

Vs

1. Tamil nadu Sea Foods  
Rep by its Proprietor Mrs.Janaki.V  
No.21, 3<sup>rd</sup> Cross Street, Gomathipuram,  
Tiruninravur,  
Thiruvallur District – 602024.

And also residing at  
No.5, 5<sup>th</sup> Main Road  
Land mark back side of Sivan koil  
Gomathiuram,  
Tiruninravur, Thiruvallur District.  
Pinconde-602024.

2.Vijayakumar  
No.5, 5<sup>th</sup> Main Road, land Mark  
Back Side of Sivan Koil  
Gomathipuram, Tiruninravur,  
Thiruvallur District-602024.

..... Respondents



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**PRAYER:** Criminal Revision Case is filed under Sections 438 r/w 442 of the BNSS, 2023 to set aside the order dated 04.09.2024 made in S.T.C.No.6184 of 2023, passed by the 26<sup>th</sup> Metropolitan Magistrate Court, Egmore, Chennai and allow this Appeal.

For Petitioner : Mr.S.Marshall  
For Respondents : Mr.R.Mohanavel

### **J U D G M E N T**

This Criminal Appeal has been preferred as against the judgment passed in S.T.C.No.6184 of 2023 by the 26<sup>th</sup> Metropolitan Magistrate Court, Egmore, Chennai thereby acquitted the respondent for the offences punishable under Section 138 of Negotiable Instruments Act.

2. The appellant is the complainant in the complaint lodged for the offences under Section 138 of Negotiable Instruments Act as against the respondent. It is alleged that the appellant was engaged in the seafood business under Tamil Nadu Food Service for two years and had ties with the second respondent. During the course of business, the second accused requested the financial assistance for a sum of Rs.20,00,000/- to start a new sea food business for which the appellant lent a sum of



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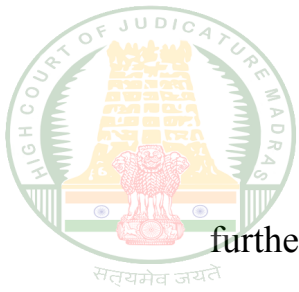
Rs.20,00,000/-. In order to repay the said amount, the respondent issued

four cheques for a sum of Rs.5,00,000/- each in favour of the appellant.

After depositing of the cheques, it was returned dishonored for reasons insufficient funds. Subsequently, he filed a complaint and the same has been taken cognizance by the trial court.

3. Before the trial court, on behalf of the appellant, he had examined the P.W.1 and marked exhibits Ex.P1 to Ex.P18. On the side of the respondents, examined D.W.1 and marked Ex.D1 to Ex.D3. On Perusal of the oral and documentary evidence, the trial court found the respondent not guilty for the offences under Section 138 of Negotiable Instruments Act. Aggrieved by the same, the present Appeal has been filed.

4. The learned counsel appearing for the appellant would submit that the respondent did not deny the signature found in the cheque and also issuance of cheque. The only defense taken by the respondents was that cheques were issued for security purpose. Even then the trial court acquitted the respondents without considering the above circumstances, for the offence under Section 138 of Negotiable Instruments Act. He



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further submitted that when the appellant discharged the initial burden as contemplated under Section 138 of Negotiable Instruments Act, the respondents ought to have rebutted the same. In this case, the respondents failed to rebut the presumption and as such, the trial court ought not to have acquitted the respondents.

5. Heard the learned counsel appearing on either side and perused the materials placed on record.

6. A perusal of the records reveals that the appellant's father and the respondents conducted business jointly for Tamil Nadu Food Service. While doing so, the respondents issued cheques for security purpose. In support of the complaint, the appellant had marked Ex.P1 to Ex.P18. The statement of accounts were marked as Ex.P17 and Ex.P18. Admittedly, the appellant's father paid the amount to the respondents. Simultaneously on perusal of Ex.P1 to Ex.P3, the respondents repaid the entire amount to the appellant's father. That apart, the reply notice was marked as Ex.P13. On perusal of Ex.P13 also reveals that the cheques were issued for security purpose. Therefore, the respondents categorically rebutted the presumption under Section 118 and 139 of the Negotiable Instruments



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Act even when the appellant failed to prove that the cheques were issued for legally enforceable debt. Therefore, the trial court rightly acquitted the respondents for the offence under Section 138 of Negotiable Instruments Act.

7. In view of the above, this Court finds no infirmity or illegality in the judgment dated 04.09.2024 passed in S.T.C.No.6184 of 2023 on the file of the 26<sup>th</sup> Metropolitan Magistrate Court, Egmore, Chennai.

8. Accordingly, this Criminal Appeal stands dismissed.

07.07.2025

Index : Yes/No  
Neutral citation : Yes/No  
Speaking/non-speaking order

Nhs

To

The 26<sup>th</sup> Metropolitan Magistrate Court,  
Egmore, Chennai.



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**G.K.ILANTHIRAIYAN, J.**

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