



Crl.RC.No.57 of 2023

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 04.06.2025

CORAM:

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

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M.Ganesan

... Petitioner

Versus

Dhanlaxmi Bank Ltd.,
Represented by its Branch Head,
K.Sunesh,
Dhanlaxmi Bank Ltd., G.T.Branch,
No.269, Thambu Chetty Street,
Chennai 600 001

... Respondent

PRAYER: Criminal Revision has been filed under Sections 397 and 401 of the Code of Criminal Procedure praying to set aside the judgment dated 17.08.2022 in Crl.A.No.15 of 2020 on the file of learned XX Additional Sessions, City Civil Court, Chennai confirming the conviction and sentence in the judgment dated 09.12.2019 made in CC.No.1528 of 2018 on the file of Metropolitan Magistrate, Fast Track Court No.IV, George Town, Chennai.

For Petitioner : Mr.W.Camyles Gandhi

For Respondent : Mr.J.Senthilkumar



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ORDER

This criminal revision has been preferred against the judgment dated 17.08.2022 passed in Crl.A.No.15 of 2020 on the file of learned XX Additional Sessions, City Civil Court, Chennai confirming the conviction and sentence in the judgment dated 09.12.2019 passed in CC.No.1528 of 2018 on the file of Metropolitan Magistrate, Fast Track Court No.IV, George Town, Chennai.

2. A compromise memo has been filed by the counsel for the petitioner and respondent stating that the respondent's counsel received Rs.20,139/- in the form of demand draft drawn by the petitioner in favour of the respondent in DD.No.900610 dated 11.11.2024. Further, they have prayed to set aside the impugned judgments. The relevant portion of the aforesaid compromise memo is extracted hereunder:

1.It is submitted that Petitioner submits that the present revision arises out of a complaint filed at the instance of Respondent herein under section 138 of Negotiable Instruments Act, 1881, complained that the Petitioner is committed an offence within the meaning of the said section by issuing a cheque dated 16.12.2017 drawn on "Dhanalakshmi Bank, George Town Branch, Chennai" towards the security deposit owed to the complainant after adjusting the rent due



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from the complainant.

2. The Respondent herein is tenant of the Petitioner, wherein the Respondent fixed its ATM in the premises of the Petitioner. Further, Lease agreement entered between the parties regarding the said tenancy, wherein refundable deposit has been given to the Petitioner. After termination of tenancy, the Petitioner after adjusting the rental due issued the subject matter cheque to the Respondent herein. The said cheque was presented for collection by the Respondent on 16.12.2017, wherein the same was returned as no sufficient funds. The Respondent issued Legal Notice dated 12.01.2018 calling upon the Petitioner to pay the said amount quoted in the dishonored Cheque Rs.20,139/-. In view of no reply from the Petitioner, the Respondent filed a complaint and the same was taken cognizance in [C.C.No. 1528 of 2018](#), on the file of Metropolitan Magistrate, Fast Track Court No.IV, George Town, Chennai. Aggrieved by the same, Petitioner herein preferred an appeal before the Learned XX Additional Sessions, City Civil Court, Chennai in [CRL.A.No. 15 of 2020](#) and the Learned Sessions Judge also fell in same error and dismissed the Criminal Appeal vide Order dated 17.08.2022. Hence, the present revision.

3. The Petitioner submits that he is ready to compromise the issue and the same was communicated through the Respondent counsel to Respondent, wherein pursuant to the said communication, they also accepted for the same.

4. The Petitioner submits that the Petitioner also drawn Demand Draft for the alleged cheque amount Rs.20139/- (Twenty Thousand One Hundred and Thirty Nine) in favour of the Respondent vide DD.No. 900610 dated 11.11.2024. and



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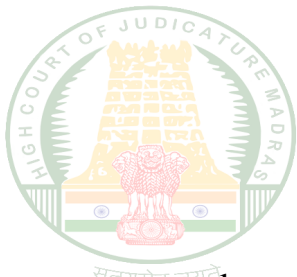
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along with this memo handed over the original DD to the counsel for the Respondent.

5. The Petitioner submits that apart from the present issue, there is no issue pending between the parties. Meantime, in view of compromise arose in this issue, the Respondent herein is not having any pending claim as against the Petitioner.

It is therefore prayed that this Hon'ble Court may be pleased to record this compromise memo filed by the counsel for parties and consequently set aside the Judgment dated 17.08.2022 in Crl.A.No.15 of 2020, on the file of Learned XX Additional Sessions, City Civil Court, Chennai, confirming the conviction and sentence in the Judgment dated 09.12.2019 made in CC.No. 1528 of 2018, on the file of Metropolitan Magistrate, Fast Track Court No.IV, George Town, Chennai and thus render justice.

3. In view of the above, this criminal revision deserves to be allowed. As such, the judgment dated 17.08.2022 passed in Crl.A.No.15 of 2020 on the file of learned XX Additional Sessions, City Civil Court, Chennai and the judgment dated 09.12.2019 passed in CC.No.1528 of 2018 on the file of Metropolitan Magistrate, Fast Track Court No.IV, George Town, Chennai are set aside. The aforesaid compromise memo shall form part and parcel of this order. The bail bond, if any executed by



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the petitioner, shall stand cancelled.

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4. In the result, this criminal revision stands allowed.

04.06.2025

Internet: Yes

Index: Yes/No

Speaking/Non speaking order

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To

1.The learned XX Additional Sessions, City Civil Court, Chennai

2.The learned Metropolitan Magistrate, Fast Track Court No.IV, George Town, Chennai.

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