



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07-11-2025

CORAM

THE HONOURABLE MRS.JUSTICE T.V.THAMILSELVI

CRL RC No. 2290 of 2025

1. T.Abdul Wahid And Company
Rep.by its Managing Director, faizar
ahamed , Registered Office at No.55,
Vepery High Road, Periyamedu,
Chennai -3.

2. Faizan Ahamed
Partner of T.Abdul Wahid and
Company Unit -Footwear Division,
66/1,M.C.Road, Komeshwaram,
Ambur.

Petitioner(s)

Vs

1. V.Shanmugam
S/o of Varadaraj, Minnur, Ambur Taluk,
Tirupattur District.

Respondent(s)

CRL RC No. 2290 of 2025

PRAYER



To call for the records in C.A.No.20 of 2023 in the file of the Honble District and Sessions Judge, Tirupattur, Tirupattur District and set aside the order dated 20.12.2024 confirming the conviction and order of compensation imposed on the Petitioner by the learned Additional District Munsif cum JM Court, Ambur, dated 19.12.2022 in STC No.156 of 2020.

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For Petitioner(s): Bfs Legal
 K.M.Aasim Shehazd
 D.Ferdinand
 Akhil Bhansali
 Harsha Vardhini
 Zainab Fathima

For Respondent: Mr.P. Munusami

ORDER

This petition is filed to call for the records in C.A.No.20 of 2023 in the file of the Honble District and Sessions Judge, Tirupattur, Tirupattur District and set aside the order dated 20.12.2024 confirming the conviction and order of compensation imposed on the Petitioner by the learned Additional District Munsif cum JM Court, Ambur, dated 19.12.2022 in STC No.156 of 2020.

2. Today when the matter is taken up for hearing, the learned counsel for the petitioners and the respondent submitted that the matter is settled and they



have also filed a Joint memo of compromise to that effect. The petitioners are mentioned as first and second part and the respondent is mentioned as third part.

The memo of compromise is extracted hereunder:

1. The part of the third part has accepted received a sum of Rs.1,98,300/- towards full and final Settlement of all the dues in respect of cheque bearing No.586079 dated 20.03.2020 for a sum of Rs.2,64,441/- and the amount ordered as compensation in S.T.C.No.156 of 2023. The payment of Rs.1,98,300 has been made by way of cash in favour of the party of the third part.

2. In view of the payment by the parties of the first part and second part, the offence under Section 138 of Negotiable Instruments Act, 1881 is compounded as per Sec.147 of the Negotiable Instruments Act, 1881. Since the full and final settlement and payment has been received, the third party hereby agrees and consents to the compounding of the offence under section 138 of Negotiable Instruments Act, 1881, pursuant to Section 147 of the said Act. The parties of the first and second part shall file a revision before the Hon'ble Madras High Court to set aside the dismissal of Crl.Appeal No.20 of 2023 and consequently set aside the conviction, sentence and compensation dated 19.12.2022 passed by the learned Additional District Munsif cum Judicial Magistrate court, Ambur in S.T.C. No.156 of 2023 . The third party undertakes to appear before the Hon'ble Madras High Court and submit a No objection to the Criminal Revision being filed by the first and second parties to set aside the conviction, sentence and compensation awarded by the learned Judicial Magistrate, Ambur.



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3. *The third party hereby irrevocable and unconditionally waives and relinquishes any and all present and future claims rights, actions or remedies, whether civil criminal contractual, statutory or otherwise, against the first and second parties arising out of or in connection with cheque No.586079 or the subject matter of S.T.C.No.156 of 2023.*

4. *The third party represents and warrants that:*

- a. He has the full legal right and capacity to enter into the agreement.*
- b. He has not assigned or transferred the rights under the said cheque or cause of action to any third party;*
- c. This agreement constitutes a valid and binding obligation enforceable in accordance with its terms.*

5. *The third party confirms that this agreement has been executed voluntarily without any coercion, duress, or undue influence and after fully understanding its legal implications. The terms were read over and explained to him by his legal counsel in the presence of the Notary public.*

6. *The third party agrees that this agreement may be specifically enforced by the first and second parties in any Court of competent jurisdiction. The third party further undertakes to indemnify and hold harmless the first and second parties from any future claims or proceedings in relation to the cheque or the issues forming the subject matter of the S.T.C.No.156 of 2023.*

7. *The party of the third part hereby agrees and explicitly confirms and declare that he will not have claim or seek any*



remedy against the parties of the first and second part as he is entering into this compromise hereby arrived at voluntarily and without undue influence or coercion and in the presence of his counsel.

Terms of Agreement

3. Recording the Joint compromise memo filed by the Revision petitioners and Respondent this Criminal Revision Case is disposed of. The Joint compromise memo filed by the Revision petitioners and Respondents which is extracted above forms part of this order.

07-11-2025

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

To.

1. The learned District and Sessions Judge, Tirupattur, Tirupattur District
2. The learned Additional District Munsif cum JM Court, Ambur,



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T.V.THAMILSELVI, J.

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