



Crl.R.C.(MD).Nos.27 and 28 of 2020

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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Dated : 26.08.2025

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THE HONOURABLE MR.JUSTICE K.K.RAMAKRISHNAN

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M.Ponnusamy ... Petitioner/Accused in both cases

Vs.

S.Chandrasekaran ... Respondent/Defacto complainant in both cases

PRAYER: Criminal Revision cases have been filed under Section 397 and 401 of Cr.P.C., to set aside the Judgment passed in C.A.Nos.36 of 2018 and 37 of 2018 on the file of the District and Sessions Judge, Mahila Court, Dindigul, dated 27.11.2019 confirming the Judgment of conviction passed in C.C.Nos.51 of 2010 and 494 of 2010 dated 13.04.2018 on the file of the learned Judicial Magistrate No.I, Dindigul.

For Petitioner : Mr.S.Sarvagan Prabhu

For Respondent : No Appearance
(In both cases)

COMMON ORDER

This revision cases have been filed to set aside the Judgment passed in C.A.Nos.36 of 2018 and 37 of 2018 on the file of the District and Sessions



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Judge, Mahila Court, Dindigul, dated 27.11.2019 confirming the Judgment of conviction passed in C.C.Nos.51 of 2010 and 494 of 2010 dated 13.04.2018 on the file of the learned Judicial Magistrate No.I, Dindigul.

2.The petitioner has borrowed a sum of Rs.9,00,000/- from the defacto complainant. He has also issued two cheques of Indian Bank, Nehruji Nagar, Dindigul, dated 10.10.2009, for the sum of Rs.3,00,000/- and dated 30.10.2009 for another sum of Rs.3,00,000/- bearing cheque Nos.167713 and 167714 respectively. When the defacto complainant deposited the same on 23.11.2009 in State Bank of India, Nehruji Nagar Branch, Dindigul, the above said cheques were returned as 'insufficient funds'. Hence, he issued legal notice on 22.12.2009. But, on receipt of the same, the petitioner neither sent any reply to the respondent nor repay any amount. Hence, the respondent lodged a complaint before the learned Judicial Magistrate under Section 138 of the N.I. Act, the same was taken cognizance in C.C.No.51 of 2010. Thereafter, the petitioner against issued a cheque for a sum of Rs.3,00,000/- dated 30.01.2010 and requested him to deposit the same on 04.05.2010. As requested by the petitioner, the respondent deposited the same on 04.05.2010 before the same Bank. It was also returned with an endorsement as 'payment stopped'. Again on



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negotiation through the elders, he represented the cheque on 16.06.2010. Again it was returned as 'payment stopped'. Hence, without no other option, the respondent filed another complaint before the learned Judicial Magistrate under Section 138 of N.I Act and the same was taken cognizance in C.C.No.494 of 2010.

3. Thereafter, on receipt of the summons, the petitioner appeared and contested the case. During trial, in C.C.No.57 of 2010 on the side of the defacto complainant/respondent PW1 to PW3 were examined and exhibits Exs.P1 to P15 were marked. On the side of the accused he himself was examined as RW1 and Ex.R1 to Ex.R9 were marked. In C.C.No.494 of 2010 on the side of the defacto complainant PW1 to PW3 were examined and Exhibits Ex.P1 to Ex.P12 were marked. On the side of the accused he himself was examined as RW1 and Exs.R1 to Ex.R8 were marked.

4. The learned Judicial Magistrate No.I, Dindigul, after full-fledged trial, has passed the separate Judgments in C.C.No.51 of 2010 and 494 of 2010 dated 13.04.2018 and convicted the petitioner for the offence under Section 138 of the Negotiable Instrument Act and sentenced him to undergo six months simple



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imprisonment for each case and to pay compensation of Rs.6,00,000/- (Rupees six lakhs only) to the respondent in default to undergo two month of simple imprisonment in respect of C.C.No.51 of 2010 and also convicted the petitioner for the offence under Section 138 of the Negotiable Instrument Act and sentenced him to undergo six months simple imprisonment for each case and to pay compensation of Rs.3,00,000/- (Rupees three lakhs only) to the respondent in default to undergo two month of simple imprisonment in respect of C.C.No. 464 of 2010.

5.Challenging the above said conviction and sentence, the petitioner preferred the two Criminal Appeals before the learned District and Sessions Judge, Mahila Court, Dindigul, in C.A.Nos.36 of 2018 and 37 of 2018. However, both the appeals were dismissed on 27.11.2019, confirming the conviction and sentence imposed on the petitioner. Aggrieved over the above said conviction and sentence imposed by the Courts below, the petitioner has preferred these present Criminal Revision Cases.

6.This Court considered the rival submissions and also perused the records as well as findings of the trial Court.



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7. Pending revision, the matter has been referred to the Mediation Centre.

In the Mediation Centre there was settlement arrived between the parties. The terms of agreement arrived by both parties before the Mediation Centre and the conclusion of the Mediator is extracted hereunder:

“A. Both parties are agreed that the total cheque amount of Rs.9,00,000/- (Rupees Nine Lakhs only) and the petitioner has deposited Rs.3,80,000/- (Rupees three lakhs eighty thousand only) in the Trial Court and balance Amount of Rs.5,20,000/- (Rupees Five Lakhs Twenty Thousand only) and the respondent restricted his claim of Rs.5,00,000/- (Rupees Five Lakhs only).

B. The petitioner has agreed to repay the balance amount in two instalments and to repay Rs.2,50,000/- (Rupees Two Lakhs fifty thousand only) on 23.01.2023 and Rs.2,50,000/- (Rupees Two Lakhs fifty thousand only) on 23.02.2023 by way of Demand Draft without fail.

By signing the Agreement the parties hereto state that they have no further claims or demands against each other with regard to Crl.R.C.(MD).No.27 and 28 of 2020, on the file of the Madurai Bench of Madras High Court, Madurai and all disputes and differences in this regard have been amicably settled by the parties thereto



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through the process of conciliation/Mediation.”

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8.In view of the compromise entered between the parties, the offence under section 138 of the Negotiable Instruments Act stands compounded under Section 147 of the Negotiable Instruments Act.

9.Accordingly, the conviction and sentence imposed by the learned learned Judicial Magistrate No.I, Dindigul, in C.C.Nos.51 of 2010 and 494 of 2010, dated 13.04.2018 and confirmed by the learned District and Sessions Judge, Mahila Court, Dindigul, in C.A.Nos.36 and 37 of 2018, dated 27.11.2019 is hereby set aside and both the Criminal Revision case are allowed. The respondent is permitted to withdraw the amount deposited by the petitioner before the trial Court. The accused is acquitted from the charges levelled against him. Bail bond if any, executed by the accused shall stand discharged.

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NCC : Yes/No
Index : Yes/No
Internet: Yes/No
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To

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1.The District and Sessions Judge, Mahila Court, Dindigul.

2.The Judicial Magistrate No.I, Dindigul.

3.The Section Officer,
Criminal Record,
Madurai Bench of Madras High Court,
Madurai.

4.The Additional Public Prosecutor,
Madurai Bench of Madras High Court, Madurai.



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K.K.RAMAKRISHNAN, J.

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