

Crl.R.C.(MD).No.466 of 2020

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=BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Dated : 14.08.2025

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THE HONOURABLE MR.JUSTICE K.K.RAMAKRISHNAN

Crl.RC(MD)No.466 of 2020

D.S.Thangapandian ... Petitioner/Appellant/Accused

Vs.

K.Sakthivel ... Respondent/Respondent/Complainant

PRAYER: Criminal Revision Petition has been filed under Section 397 r/w 401 of Cr.P.C., to set aside the Judgment passed in C.A.No.25 of 2019 on the file of the Additional District and Sessions Judge, FTC, Tenkasi, dated 08.07.2020 confirming the Judgment of conviction passed in S.T.C.No.42 of 2016, dated 30.01.2018 on the file of the learned Additional District Munsif, Tenkasi.

For Petitioner : Mr.G.Radhakrishnan

For Respondent : No Appearance

ORDER

This revision case has been filed to set aside the order passed in C.A.No. 25 of 2019 on the file of the Additional District and Sessions Judge, FTC, Tenkasi, dated 08.07.2020 confirming the order of conviction passed in S.T.C.No.42 of 2016, dated 30.01.2018 on the file of the learned Additional

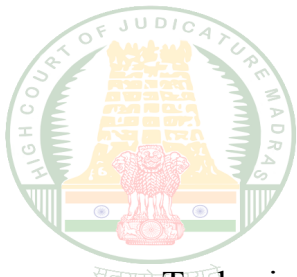


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2.The case of the complainant is that he and the accused are known to each other as they are doing business at Pavoorchatram. Moreover the accused is residing near the complainant's shop. On 03.06.2012 the accused met the complainant at his house and borrowed a sum of Rs.2,00,000/- developing for his business and agreed to repay the same within a period of four months. He issued a post dated cheque in favour of the complainant for Rs.2,00,000/- dated 01.10.2012 bearing No.183231 with the seal of 'for Annai Traders' 'Proprietor' drawn Tamil Nadu Mercantile Bank Ltd., Pavvorchatram Branch towards the discharge of the legally enforceable debt. At his request, the respondent presented the cheque on 01.10.2012 before the same Branch. The cheque was dishonoured for want of sufficient funds and also it is stated that the 'Drawer's signature differs from specimen supplied'. Hence, he sent legal notice on 12.10.2012 to the accused. Despite receipt of notice, he did not pay any amount towards either principal or interest. He sent a reply denying the allegations levelled by the respondent. Hence, the respondent filed a complaint under Section 138 of Negotiable Instruments Act, and the same was taken on file in S.T.C.No.42 of 2016, on the file of the learned Additional District Munsif,

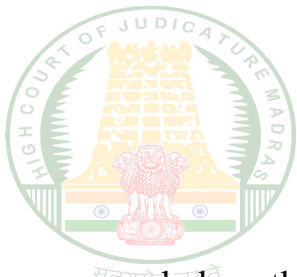


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3. Thereafter, on receipt of the summons, the petitioner appeared and contested the case. During trial, the complainant was examined as PW1 and exhibited six documents as Ex.P1 to P6 and no material objects were marked. On the side of the accused DW1 was examined and Exs.D1 & D2 were marked.

4. The learned Additional District Munsif, Tenkasi, after full-fledged trial, has passed the Judgment in S.T.C.No.42 of 2016 dated 30.01.2018 and convicted the petitioner for the offence under Section 138 of the Negotiable Instrument Act and sentenced him to undergo six months simple imprisonment and to pay compensation of Rs.2,00,000/- (Rupees Two Lakhs only) to the complainant. Challenging the above said conviction and sentence, the petitioner preferred the Criminal Appeal before the learned Additional District and Sessions Judge, Tenkasi, in C.A.No.25 of 2019. However, the same was dismissed on 08.07.2020, thereby confirming the conviction and sentence imposed on the petitioner. Apart from that the appellate Court imposed two months simple imprisonment on failure of payment of compensation. Aggrieved over the above said conviction and sentence imposed by the Courts



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below, the petitioner has preferred the present Criminal Revision Case.
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5.During the pendency of the revision, the matter was settled between the parties. They filed joint compromise agreement dated 13.07.2020, before this Court on 15.09.2020, wherein, both parties have stated that they settled the issue for the amount of Rs.1,40,000/-. As per the above said agreement, the complainant received Rs.1,00,000/- through cheque baring No.181007 and Rs. 40,000/- by cash. Both parties appended their signature in the above said joint compromise agreement. They have also filed joint compromise memo before this Court on 13.10.2022, wherein it has been stated that as per the above said agreement, the complainant has received the amount and agreed to accept the joint compromise memo and set aside the conviction and sentence passed by the Additional District Munsif, Tenkasi. In the said joint compromise memo both parties have affixed their signature with their counsels signatures. But, today there is no representation for the respondent.

6.Recording the above said joint compromise agreement dated 13.07.2020 and the joint compromise memo dated 13.10.2022, the offence under section 138 of the Negotiable Instruments Act stands compounded under



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Section 147 of the Negotiable Instruments Act.

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7. Accordingly, the conviction and sentence imposed by the learned Additional District Munsif, Tenkasi, in S.T.C.No.42 of 2016 dated 30.01.2018 and confirmed by the learned Additional District and Sessions Judge, FTC, Tenkasi, in C.A.No.25 of 2019, dated 08.07.2020 is hereby set aside and the Criminal Revision case is allowed. The accused is acquitted from the charges levelled against him. Bail bond if any, executed by the accused shall stand discharged. The joint compromise memo shall form part of the order. If the respondent raises any dispute over the compromise, it is open to him to reopen the case and agitate the same on merits.

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

1. The Additional District and Sessions Judge, FTC, Tenkasi.

2. The Additional District Munsif, Tenkasi.

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

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K.K.RAMAKRISHNAN, J.

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