



CRL RC(MD)No.542 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 29.07.2025

CORAM:

THE HONOURABLE MRS.JUSTICE L.VICTORIA GOWRI

CRL RC(MD)No.542 of 2025

N.Selvendran ... Petitioner / Respondent / Respondent
Vs.

S.Saranya ... Respondent/ Petitioner /Appellant

PRAYER: Criminal Revision Petition is filed under Section 438 r/w 442 of BNSS, to set aside the order made in M.P.No.01 of 2025 in C.A.No.49 of 2025 on the file of the learned Principal Sessions Judge, Theni, dated 09.04.2025.

For Petitioner : Mr.P.R.Prithiviraj

For Respondent : Mr.B.Senthilkumar

ORDER

Challenging the order passed by the learned Principal Sessions Judge, Theni, in M.P.No.01 of 2025 in C.A.No.49 of 2025, this Criminal Revision case came to be filed.

2. The learned counsel for the petitioner submitted that the



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learned Judicial Magistrate, (FTC) (ML), Uthamapalayam, in S.T.C.No. 136 of 2024, by an order dated 19.03.2025, had sentenced the respondent herein to undergo 6 months simple imprisonment and directed to pay a compensation of Rs.40,00,000/- (Rupees Forty Lakhs only) to the complainant. In the said case, a cheque was issued by the respondent herein to the petitioner who is the complainant, for an amount of Rs.20,00,000/- (Rupees Twenty Lakhs only) and a statutory notice was duly issued for the dishonour of the said cheque, for which, the respondent herein failed to reply and thereafter, at the time of trial in cross examination, she had admitted the issuance of cheque, the signature therein and also the amount.

3. Once the signature in the Negotiable Instrument is admitted, the presumption under section 139 of the Negotiable Instrument Act, 1881, is automatic. Under such circumstances, the learned Principal Sessions Judge while admitting the criminal appeal ought to have directed the petitioner to pay 20% of the cheque amount in terms of Section 148 of the Negotiable Instrument Act, 1881. However, the learned Principal Sessions Judge, Theni, had suspended the sentence imposed on the respondent without directing her to pay 20% of the compensation amount. This Court has dealt with a similar case in



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Crl.O.P.No.25615 of 2024, dated 25.10.2024, in which, it has been observed by this Court that while interpreting Section 148 of the Negotiable Instrument Act, 1881, there cannot be a mechanical imposition of condition to deposit 20% of the compensation amount while suspending their sentence and in case where the signature has in the negotiable instrument, has been admitted by the accused, the provision under Section 148 of Negotiable Instrument Act, 1881, must be given full effect and it cannot be diluted for flimsy reasons. Pointing out the aforesaid dictum laid down by this Court, the learned counsel for the petitioner insisted to modify the impugned order directing the learned Sessions Judge to give full effect to Section 148 of the Negotiable Instrument Act and pressed for allowing the Criminal Revision case.

4. Per contra, the learned counsel appearing for the respondent relying upon another case in ***A.Priyadarshini vs. K.Venkatesan***¹, in which this Court by order dated 05.02.2025, observed that the mandate under Section 148 of the Negotiable Instrument Act, 1881, is only directory in nature and the same is not mandatory and hence, the petitioner is not justified in compelling this Court to direct the respondent to pay 20% of the compensation, in fact, the compensation

¹ 2025 Supreme Online Madras 3047



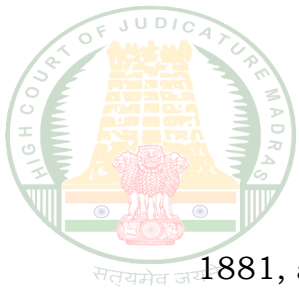
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has been awarded double the cheque amount and it is exorbitant and the respondent is a woman who is a housewife and pressed for dismissal of the Criminal Revision case.

5. Heard the learned counsels on either side and carefully perused the materials available on record.

6. A careful perusal of the order of the learned Trial Court in para 8.1 would reveal that the respondent herein had admitted her signature in the cheque which was marked as exhibit P-1 and it is also duly recorded by the learned Trial Court that the statutory notice was not replied and thereafter when a statutory notice issued under the Negotiable Instrument Act, 1881, is not duly replied and on admission of the signature in a negotiable instrument, the presumption under Section 139 of the Negotiable Instrument Act, 1881, is automatic.

7. In view of the same, fully fortified by the order passed by this Court in CrI.O.P.No.25615 of 2024, dated 25.10.2024, I am of the considered view that the learned Sessions Judge ought to have given full effect to the provision of Section 148 of Negotiable Instrument Act,



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1881, and the same cannot be diluted for flimsy reason.

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8. However, considering the fact that the respondent is a housewife, and considering the fact that double the amount of the cheque has been awarded as compensation by the learned Trial Court, this Court direct the respondent to pay an amount of the 10% of the compensation amount to the credit of S.T.C.No.136 of 2024, on the file of learned Judicial Magistrate, (FTC) (ML), Uthamapalayam. However, the observations made by this Court will not influence the mind of the learned Sessions Judge while disposing of the criminal appeal.

9. In view of the above, this Criminal Revision case is partly allowed.

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NCC : Yes / No
Index : Yes / No
Internet : Yes
Sml

To
1.The Principal Sessions Judge,
Theni.

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L.VICTORIA GOWRI, J.,

Sml

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