



Crl.R.C.(MD).No.7 of 2020

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 25.08.2025

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CORAM :

THE HONOURABLE MR.JUSTICE K.K. RAMAKRISHNAN

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K.Sasiskala Devi	... Petitioner/Appellant/Accused
	Vs.
V.Nandakumar	... Respondent/Respondent/ Complainant

PRAYER: Criminal Revision Case has been filed under Section 397 r/w. 401 Cr.P.C., to set aside the judgment and decree passed by the learned III Additional District and Sessions Judge, Trichy, made in C.A.No.105 of 2017 dated 25.09.2019 whereby the learned Judge has confirmed the conviction and sentence passed by the learned Judicial Magistrate No.1, Trichy, in C.C.No.104 of 2016 dated 12.10.2017 and allow the above Revision Petition.

For Petitioner : Mr.B.Jameel Arasu

For Respondent : Mr.K.S.Vamsidhar

ORDER

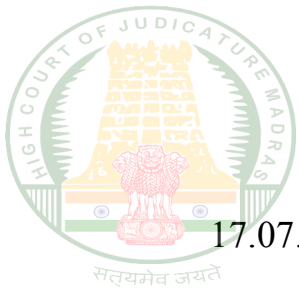
This Criminal Revision Case has been filed to set aside the impugned judgment and decree passed by the learned III Additional District and Sessions Judge, Trichy, made in C.A.No.105 of 2017 dated



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25.09.2019, confirming the conviction and sentence passed by the learned Judicial Magistrate No.1, Trichy, in C.C.No.104 of 2016 dated 12.10.2017.

2. The petitioner is running a stationary shop in the name and style of “new Lips”. She borrowed a sum of Rs.4,00,000/- from the respondent for interest at the rate of 18% per annum on 23.08.2011 by executing a promissory note. On repeated demand made by the respondent, to discharge the said debt, the petitioner issued a post dated (25.05.2012) cheque bearing No.422100 in the first week of May 2012, drawn on the bank of United Bank of India, Beema Nagar Branch, Thiruchirappalli. The respondent presented the above said cheque for collection before the Bharatha State Bank, Malaikottai Branch, Thiruchirappalli on 25.05.2012 and the same was returned with an endorsement “Exceeds Arrangement” on 26.05.2012. When the same was informed to the petitioner, he requested the respondent to represent the cheque for collection in the first week of July 2012. Believing her words, the respondent represented the cheque for collection on 03.07.2012. But, again, the cheque was returned with an endorsement “Exceeds Arrangement” on 04.07.2012. So, the respondent issued a legal notice on



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17.07.2012. Even though, the petitioner received the notice she neither paid the amount nor sent any reply. In such circumstances, the respondent filed a complaint under Section 138 of the Negotiable Instruments Act, before the learned Judicial Magistrate No.1, Trichy. The learned Judicial Magistrate took the complaint on file in C.C.No.104 of 2016.

3. Thereafter, on receipt of the summons, the petitioner appeared and contested the case. The learned Trial Judge after confirming the evidence of PW.1 and perusing the documents Ex.P1 to Ex.P7 passed the conviction under Section 138 of Negotiable Instruments Act to undergo 1 year Simple Imprisonment and directed to pay the double of cheque amount i.e., Rs.9 lakhs as compensation by the Judgment, dated 12.10.2017.

4. Aggrieved over the same, the petitioner filed the Criminal Appeal in C.A.No.105 of 2017 on the file of the learned III Additional District and Sessions Judge, Trichy. The learned Appellate Judge also confirmed the same. Hence, the petitioner preferred this revision before this Court.

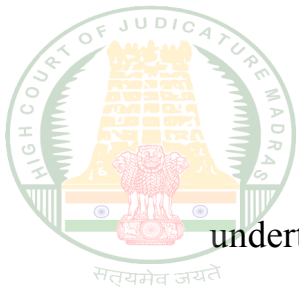


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5. Heard the learned counsel appearing for the petitioner and the learned counsel appearing for the respondent.

6. When the matter came up for hearing on 22.08.2025, both the parties and their respective counsel appeared before this Court. The learned counsel on either side submitted that the matter has been amicably settled between the parties. The petitioner is agreed to pay the amount of Rs.5,00,000/- and the same was accepted by the respondent. The learned counsel for the petitioner submitted that the petitioner has already paid a sum of Rs.98,000/- to the credit of C.C.No.104 of 2016 on the file of the learned Judicial Magistrate No.1, Trichy, and he was willing to pay the remaining agreed amount of Rs.4,02,000/- in two installments and further, he undertook to pay the first installment on 15.09.2025 and the second installment on 30.09.2025. To that effect, this Court directed the petitioner to file an undertaking affidavit and adjourned the matter today (25.08.2025).

7. Today, when the matter came up for hearing, as per the order of this Court dated 22.08.2025, the learned counsel for the petitioner filed an undertaking affidavit before this Court. The contents of the



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undertaking affidavit is as follows:-

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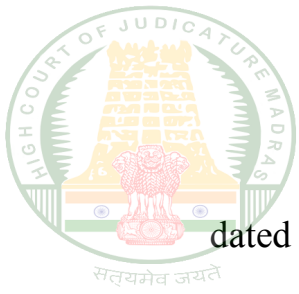
*“3.The above Criminal revision petition came up for hearing on 22.08.2025 and after having deliberation between the parties, **the settlement was arrived for sum of Rs.5,00,000/-** therefore, the Hon'ble High Court was directed me to pay the above said amount as amicably arrived between the parties with **two installments. I further submit that, already I have deposited a part of the cheque amount a sum of Rs.98,000/- before the trial Court for fulfilling the conditional order. Therefore, I have no objection to withdraw the said amount.***

4.I further submit that, I hereby undertake before this Hon'ble Court pay the said amount as stated above without fail.”

8. In view of the above said affidavit filed by the petitioner, the offence under Section 138 of the Negotiable Instruments Act stands compounded under Section 147 of the Negotiable Instruments Act.

9. Accordingly, the Criminal Revision case is allowed on the following terms:-

i) The conviction and sentence imposed by the learned III Additional District and Sessions Judge, Trichy, in C.A.No.105 of 2017



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dated 25.09.2019, confirming the conviction and sentence passed by the learned Judicial Magistrate No.1, Trichy, in C.C.No.104 of 2016 dated 12.10.2017, is hereby set aside on condition that the petitioner shall pay a sum of Rs.4,02,000/- (Rupees Four Lakhs and Two Thousand Only) in two installments. The first installment should be made on or before 15.09.2025 and the second installment should be made on or before 30.09.2025.

ii) In the event of failure to make the remaining amount of Rs.4,02,000/- (Rupees Four Lakhs and Two Thousand Only) as stated above, the conviction and sentence passed by the learned Judicial Magistrate No.1, Trichy, in C.C.No.104 of 2016 dated 12.10.2017, shall be automatically restored.

iii) Bail bond if any, executed by the accused shall stand discharged.

10. Post this matter on 30.10.2025 'for reporting compliance'.

25.08.2025

NCC :Yes/No
Index :Yes/No
Internet : Yes/ No
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K.K. RAMAKRISHNAN. J.,

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To

1. The III Additional District and Sessions Judge,
Trichy.
2. The Judicial Magistrate No.1,
Trichy.
3. The Section Officer,
Record Section (Crl.)
Madurai Bench of Madras High Court, Madurai.

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