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Crl.R.C.Nos.107, 108 & 156 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.02.2026

CORAM

THE HONOURABLE MR.JUSTICE M.NIRMAL KUMAR

Crl.R.C.Nos.107, 108 & 156 of 2022

and

Crl.M.P.Nos.1106 & 1393 of 2022

Crl.R.C.No.107 of 2022

S.Rajathi
W/o.Senniyappan,
Proprietrix of M/s.Sukanya Garments,
33, Kumarasamy Layout,
Muthu Nagar Extension,
Tirupur – 641 607.

... Petitioner

Vs.

Rajkumar Jain,
S/o.Lalchand,
Proprietor M/s.Mahaveer Knittex,
2, Selvapuram 5th Street,
Mannarai Post, Tiruppur.

... Respondent

PRAYER: Criminal Revision Petition filed under Sections 397 and 401 of Criminal Procedure Code, to set aside the conviction and sentence imposed in the judgment dated 30.07.2021 made in C.A.No.40 of 2017 on the file of the I Additional Sessions Judge, Tiruppur confirming the conviction and sentence imposed in judgment dated 03.03.2017 made in STC.No.1070 of



Crl.R.C.Nos.107, 108 & 156 of 2022

2006 on the file of the Judicial Magistrate No.I, Tiruppur by allowing this criminal revision petition.

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For Petitioner : Mr.T.Balaji
For Respondent : Mr.R.Baskaran

Crl.R.C.No.108 of 2022

S.Rajathi
W/o.Senniyappan,
Proprietrix of M/s.Sukanya Garments,
33, Kumarasamy Layout,
Muthu Nagar Extension,
Tirupur – 641 607.

... Petitioner

Vs.

A.Paraschand Jain,
S/o.Amarchand,
Proprietor of M/s.Mahaveer Hosieries,
10, Sakthi Nagar, Mannarai Post, Tiruppur.
Rep. by his power agent
Rajkumar Jain,
S/o.Lalchand,
Selvapuram 5th Street,
Mannarai Post, Tiruppur.

... Respondent

PRAYER: Criminal Revision Petition filed under Sections 397 and 401 of Criminal Procedure Code, to set aside the conviction and sentence imposed in the judgment dated 30.07.2021 made in C.A.No.38 of 2017 on the file of the I Additional Sessions Judge, Tiruppur confirming the conviction and sentence imposed in judgment dated 03.03.2017 made in STC.No.1067 of



Crl.R.C.Nos.107, 108 & 156 of 2022

2006 on the file of the Judicial Magistrate No.I, Tiruppur by allowing this criminal revision petition.

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For Petitioner : Mr.T.Balaji
For Respondent : Mr.R.Baskaran

Crl.R.C.No.156 of 2022

1.M/s.S.A.S. Textiles,
Rep. by its Partner,
S.Senniyappan,
4/318-A, Pappa Nagar,
Cotton Mill Road, Tiruppur.

2.S.Senniyappan,
S/o.Subbrayagounder,
Partner: M/s.S.A.S. Textiles
4/318-A, Pappa Nagar,
Cotton Mill Road, Tiruppur.

3.Satheesh,
S/o.Subramaniam,
Partner: M/s.S.A.S. Textiles
4/318-A, Pappa Nagar,
Cotton Mill Road, Tiruppur.

... Petitioner

Vs.

P.Nakumar
S/o.Paraschand Jain,
Proprietor of M/s.Mahaveera,
1, Kg Layout, Kongu Main Rod, Tirupur,
Rep. by his power agent
Rajkumar Jain,
S/o.Lalchand,
Selvapuram 5th Street,
Mannarai Post, Tiruppur.

... Respondent



Crl.R.C.Nos.107, 108 & 156 of 2022

PRAYER: Criminal Revision Petition filed under Sections 397 and 401 of Criminal Procedure Code, to set aside the judgment dated 30.07.2021 made in C.A.No.133 of 2016 on the file of the II Additional Sessions Judge, Tiruppur confirming the conviction and sentence imposed in judgment dated 14.11.2016 in STC.No.1451 of 2006 on the file of the Judicial Magistrate No.I, Tiruppur by allowing this criminal revision petition.

For Petitioner : Mr.T.Balaji

For Respondent : Mr.R.Baskaran

COMMON ORDER

Crl.R.C.No.107 of 2022 filed to set aside the conviction imposed in the judgment dated 30.07.2021 made in C.A.No.40 of 2017 on the file of the learned I Additional Sessions Judge, Tiruppur, confirming the judgment dated 03.03.2017 made in S.T.C No.1070 of 2006 on the file of the learned Judicial Magistrate No.I, Tiruppur.

2.Crl.R.C.No.108 of 2022 filed to set aside the conviction imposed in the judgment dated 30.07.2021 made in C.A.No.38 of 2017 on the file of the learned I Additional Sessions Judge, Tiruppur, confirming the judgment



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dated 03.03.2017 made in S.T.C No.1067 of 2006 on the file of the learned Judicial Magistrate No.I, Tiruppur.

3.Crl.R.C.No.156 of 2022 filed to set aside the conviction imposed in the judgment dated 30.07.2021 made in C.A.No.40 of 2017 on the file of the learned I Additional Sessions Judge, Tiruppur, confirming the judgment dated 14.11.2016 made in S.T.C No.1451 of 2006 on the file of the learned Judicial Magistrate No.I, Tiruppur.

4.The gist of the case in Crl.R.C.No.107 of 2022 is that the petitioner availed a hand loan of Rs.6,90,000/- for her urgent business requirements from the respondent by way of cheque and in discharge of her liability, the petitioner issued a cheque bearing No.842543 dated 13.10.2005 drawn on UCO Bank, Tiruppur Branch. When the respondent presented the said cheque for collection, the same was returned unpaid on 13.10.2005 due to “Insufficient Funds”. Therefore, the respondent sent a statutory notice to the petitioner on 18.10.2005 calling upon the petitioner to pay the cheque amount within 15 days after the receipt of the notice as contemplated under Section 138 of Negotiable Instruments Act, 1881. After receiving the notice



on 24.10.2005, the petitioner neither sent a reply nor paid the cheque amount. Hence, the respondent filed a private complaint. During trial, PW1 to PW4 examined and Ex.P1 to Ex.P16 marked on the side of the complainant and on the side of the accused, no witness examined and no documents marked. After completion of trial, the Trial Court convicted the petitioner for offence under Section 138 of the Negotiable Instruments Act and sentenced her to undergo one year rigorous imprisonment and to pay a fine of Rs.2,000/-, in default, to undergo three months rigorous imprisonment. Further, the petitioner is directed to pay the cheque amount of Rs.6,90,000/- and compensation of Rs.1,00,000/- to the respondent/complainant within a period of three months. Aggrieved against the same, the petitioner preferred an appeal in C.A.No.40 of 2017 before the learned I Additional Sessions Judge, Chennai and the learned Sessions Judge by judgment dated 30.07.2021 dismissed the appeal by confirming the conviction and sentence passed by the Trial Court. Against which, the present revision petition is filed.

5.The gist of the case in Crl.R.C.No.108 of 2022 is that the petitioner purchased yarn from the respondent/complainant under various credit



invoices and in the course of business, the petitioner is due and payable for a sum of Rs.1,59,250/- towards the purchases made since 16.02.2005. The petitioner issued three cheques bearing Nos.842532, 842538 and 842513 on various dates for a total sum of Rs.1,59,250/- drawn on UCO Bank, Tiruppur Branch. When the respondent presented the cheques for collection, the same was returned unpaid due to “Insufficient Funds”. Therefore, the respondent sent a statutory notice to the petitioner on 18.10.2005 calling upon the petitioner to pay the cheque amount within 15 days after the receipt of the notice as contemplated under Section 138 of Negotiable Instruments Act, 1881. After receiving the notice on 24.10.2005, the petitioner neither sent a reply nor paid the cheque amount. Hence, the respondent filed a private complaint. During trial, PW1 to PW5 examined and Ex.P1 to Ex.P37 marked on the side of the complainant and on the side of the accused, no witness examined and no documents marked. After completion of trial, the Trial Court convicted the petitioner for offence under Section 138 of the Negotiable Instruments Act and sentenced her to undergo one year rigorous imprisonment and to pay a fine of Rs.2,000/-, in default, to undergo three months rigorous imprisonment. Further, the petitioner is directed to pay the cheque amount of Rs.1,59,250/- and compensation of Rs.50,000/- to the



respondent/complainant within a period of three months. Aggrieved against the same, the petitioner preferred an appeal in C.A.No.38 of 2017 before the learned I Additional Sessions Judge, Chennai and the learned Sessions Judge by judgment dated 30.07.2021 dismissed the appeal by confirming the conviction and sentence passed by the Trial Court. Against which, the present revision petition is filed.

6.The gist of the case in Crl.R.C.No.156 of 2022 is that the petitioners purchased yarn from the respondent/complainant under various credit invoices and in the course of business, the petitioners are due and payable for a sum of Rs.34,436/- towards the purchases made. The second petitioner issued a cheque bearing No.256556 on 26.12.20025 for a sum of Rs.34,436/- drawn on Corporation Bank, SSI Branch, Tiruppur. When the respondent presented the cheque for collection, the same was returned unpaid due to “Exceeds Arrangement”. Again on 27.01.2006, the respondent presented the cheque but it was returned unpaid due to “Payment stopped by drawer”. Therefore, the respondent sent a statutory notice to the petitioners on 28.01.2006 calling upon the petitioners to pay the cheque amount within 15 days after the receipt of the notice as contemplated under Section 138 of



Negotiable Instruments Act, 1881. After receiving the notice, the petitioners neither sent a reply nor paid the cheque amount. Hence, the respondent filed a private complaint. During trial, PW1 to PW3 examined, Ex.P1 to Ex.P24, Ex.C1 and Ex.C2 marked on the side of the complainant and on the side of the accused, Dw1 and DW2 examined and no documents marked. After completion of trial, the Trial Court convicted the petitioners 2 and 3 for offence under Section 138 of the Negotiable Instruments Act and sentenced her to undergo one year rigorous imprisonment and to pay a fine of Rs.4,000/-, in default, to undergo two months rigorous imprisonment. Further, the petitioners 2 and 3 is directed to pay the cheque amount of Rs.34,436/- and compensation of Rs.15,000/- to the respondent/complainant within a period of three months. Aggrieved against the same, the petitioner preferred an appeal in C.A.No.133 of 2016 before the learned II Additional Sessions Judge, Chennai and the learned Sessions Judge by judgment dated 30.07.2021 dismissed the appeal by confirming the conviction and sentence passed by the Trial Court. Against which, the present revision petition is filed.



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7.Today [26.02.2026], the petitioner is present before this Court and the respondent appeared through video conferencing and confirmed that the issue between them was resolved. The petitioner produced three demand drafts, namely, DD.No.18084 for Rs.15,31,800/-, DD.No.180883 for Rs.76,100/- and DD.No.180882 for Rs.3,52,292/-, dated 20.02.2026 drawn on IDFC First Bank, Tiruppur Branch in favour of the respondent/complainant and the three Demand Drafts handed over to the learned counsel for the respondent. A scanned reproduction of the three demand drafts is as follows:



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DEMAND DRAFT

Valid for three months / Valid till 28/02/2023

On Demand Pay / भुगतान के लिए **MAHAVIR KANT TEXTILES**

Payable / भुगतान **FIFTEEN LAKE THIRTY-ONE THOUSAND EIGHT HUNDRED RUPEE ONLY**

₹ **151800.00**

Purchaser / खरीदार **MS. KATHEPALLE** NOT OVER Rs.151800.00 For IDFC FIRST Bank Limited



0010884
Demand Draft / भुगतान के लिए
Code No. / कोड नं. 0001

[Signature]
Authorised Signatory

[Signature]
Authorised Signatory

180884 0007510001 888888* 15

DEMAND DRAFT

Valid for three months / Valid till 28/02/2023

On Demand Pay / भुगतान के लिए **MAHAVIR**

Payable / भुगतान **SEVENTY-SIX THOUSAND ONE HUNDRED RUPEE ONLY**

₹ **76100.00**

Purchaser / खरीदार **MS. LATHA. S** NOT OVER Rs.76100.00 For IDFC FIRST Bank Limited



0010885
Demand Draft / भुगतान के लिए
Code No. / कोड नं. 0001

[Signature]
Authorised Signatory

[Signature]
Authorised Signatory

180885 0007510001 888888* 16

DEMAND DRAFT

Valid for three months / Valid till 28/02/2023

On Demand Pay / भुगतान के लिए **MAHAVIR BUSINESS SYSTEMS**

Payable / भुगतान **THREE LAKE FIFTY-TWO THOUSAND TWO HUNDRED AND NINETY-TWO RUPEE ONLY**

₹ **352292.00**

Purchaser / खरीदार **MS. LATHA. S** NOT OVER Rs.352292.00 For IDFC FIRST Bank Limited



0010882
Demand Draft / भुगतान के लिए
Code No. / कोड नं. 0001

[Signature]
Authorised Signatory

[Signature]
Authorised Signatory

180882 0007510001 888888* 16



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8.At this juncture, the respondent submitted that balance amount of Rs.6,029/- has to be paid by the petitioner. The petitioner agreed for the same and paid the same to the respondent through G.Pay. A scanned reproduction of the screenshot for payment of Rs.6,029/- is as follows:



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Transaction ID	IDFB606268953731
Payment mode	NEFT
To	EQUITAS BANK ****8065
Debited from	IDFC FIRST Bank ****1114





9.The petitioner and the respondent confirmed the compromise arrived between them. The respondent/complainant submitted that he has no objection to set aside the judgement of the Courts below against the petitioner/accused. This Court also enquired both the petitioner and the respondent in respect of the same.

10.In view of the above, no useful purpose will be served by keeping the revisions pending. It will be in the interest of both the parties not to keep these proceedings pending, since it will affect their future life. As per Section 147 of the Negotiable Instruments Act, 1881, every offence punishable under this Act shall be compoundable.

11.Considering the submissions made and on perusal of the materials, it is seen that the petitioner and the respondent resolved the issue in between them. The petitioner produced three demand draft for a sum of Rs.15,31,800/-, Rs.76,100/- and RS.3,52,292/- respectively and the same was handed over to the learned counsel for the respondent. Further, the balance amount of Rs.6,029/- was also paid by the petitioner through G.Pay



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to the respondent. In view of the same, this Court is inclined to set aside the conviction of the petitioner.

12. Accordingly, the conviction and sentence imposed on the petitioners by the learned Judicial Magistrate No.I, Tiruppur in S.T.C.No.1070 of 2006 dated 03.03.2017, S.T.C.No.1067 of 2006 dated 03.03.2017 and S.T.C. No.1451 of 2006 dated 14.11.2016 confirmed by the learned I Additional Sessions Judge, Tiruppur in C.A.No.40 of 2017, C.A.No.38 of 2017 and C.A.No.133 of 2016 by judgment dated 30.07.2021, are set aside. The petitioners are acquitted of all the charges levelled against them.

13. In the result, the Criminal Revision Petitions are allowed.

26.02.2026

Speaking Order/Non Speaking Order
Index : Yes/No
Internet : Yes/No
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To

- 1.The I Additional Sessions Judge,
Tiruppur.
- 2.The II Additional Sessions Judge,
Tiruppur.
- 3.The Judicial Magistrate No.I,
Tiruppur.



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M.NIRMAL KUMAR, J.

cse

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26.02.2026