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CRL RC No. 1046 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-03-2026

CORAM

THE HON'BLE MR JUSTICE G.K. ILANTHIRAIYAN

CRL RC No. 1046 of 2021

D.Siva Subramaniam
S/o. T.A. Durai Samy,
No. 4/24, Saranga Avenue Main Road,
Old Perungalatur, Chennai - 600 063.

..Petitioner

Vs

K.S.Gopalakrishnan
S/o. Krishnapillai,
823, Jeevanantham Salai,
K.K. Nagar, Chennai - 600 078.

..Respondent

Prayer : Criminal Revision Case filed under Section 397 r/w 401 of the Code of Criminal Procedure, to call for the records relating to conviction and sentence made in C.C.No.989 of 2011, dated 28.03.2019, on the file of the Metropolitan Magistrate, Fast Track Court – III, Saidapet, as confirmed in C.A.No.183 of 2019, dated 20.09.2021 on the file of the I Additional Sessions Judge, City Civil Court, Chennai are to be set aside.

For Petitioner: Mr. G.Murugendran

For Respondent: Mr.R. Suryaprakash



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ORDER

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This Criminal Revision Case has been filed challenging the Judgment dated 20.09.2021 passed in C.A.No.183 of 2019 on the file of the I Additional Sessions Judge, City Civil Court, Chennai, thereby confirming the order of conviction and sentence imposed in C.C.No.989 of 2011 dated 28.03.2019 on the file of the Metropolitan Magistrate, Saidapet, Chennai, for the offence punishable under Section 138 of the Negotiable Instruments Act.

2. The petitioner is the accused in the complaint lodged by the respondent for the offence punishable under Section 138 of the Negotiable Instruments Act, alleging that the accused owned a premise and entered into a lease agreement with the respondent for a total lease amount of Rs.5,00,000/-, out of which the respondent had paid a sum of Rs.4,05,000/- between 08.09.2007 and 05.10.2007. Thereafter, on 21.06.2010, the accused entered into an agreement for sale in respect of the said property and received a sum of Rs.7,00,000/-. Thus, in total, the respondent had paid a sum of Rs.11,05,000/- to the accused. However, the accused failed to execute the sale deed in favour of the respondent. Therefore, the respondent demanded repayment of the said amount, for which the petitioner issued two cheques, one for a sum of



Rs.11,05,000/- and another for a sum of Rs.1,50,000/- as compensation. When both the cheques were presented for collection, the same were returned dishonoured with the endorsement “Account Closed”. After causing a statutory notice, the respondent lodged a complaint.

3. In order to prove the complaint, the respondent had examined P.W.1 and marked Exs.P1 to P14. On the side of the accused, he had examined D.W.1 and no documents were marked to disprove the case.

4. On perusal of the oral and documentary evidence, the Trial Court found the accused guilty of the offence punishable under Section 138 of the Negotiable Instruments Act and sentenced him to undergo simple imprisonment for a period of six months and to pay double the cheque amount as compensation under Section 357(3) of the Code of Criminal Procedure. Aggrieved by the same, the accused preferred an appeal and the same was dismissed by the Appellate Court and confirmed by the order of conviction and sentence imposed by the Trial Court. Hence, the present Criminal Revision Case has been filed.



5. The learned counsel appearing for the petitioner raised the grounds that the debt itself is barred by limitation, since a sum of Rs.4,05,000/- was paid between 08.09.2007 and 05.10.2007 on execution of the lease deed. Therefore, as on 05.10.2007, the debt itself is barred by limitation. The cheques were returned dishonoured with the endorsement “Account Closed”. Therefore, the offence under Section 138 of the Negotiable Instruments Act is not at all made out as against the petitioner. He further submitted that even according to the respondent he had paid a sum of Rs.11,05,000/- and there is absolutely no consideration for the second cheque issued for a sum of Rs.1,50,000/-. Both the Courts below erred in ordering compensation as to double the cheque amount without assigning any valid reason.

6. Heard the learned counsel appearing on either side and perused the materials available on record.

7. A perusal of the records and also the submission made by the respondent reveals that though the respondent had paid a sum of Rs.4,05,000/- between 08.09.2007 and 05.10.2007, he subsequently paid an additional sum of Rs.7,00,000/- as advance to purchase the subject premises, which was already



leased out in favour of the respondent herein. On receipt of the said amount, the petitioner also executed a sale agreement on 21.06.2010. Thus, the earlier amount and the subsequent payment were treated as advance amount to purchase the premise by the respondent herein. Hence, it cannot be said that the date of debt is barred by limitation. The cheques, which were marked as Exs.P8 and P9, were returned by return memos dated 04.01.2011 with the endorsement "Account Closed". Though the account number is very much available, the account was closed by the petitioner. The petitioner has issued a cheque for the closed account. Therefore, the offence under Section 138 of the Negotiable Instruments Act is clearly made out.

8. A perusal of the Judgment passed by the Trial Court reveals that the petitioner admitted the signature and issuance of the cheque and as such, the respondent had discharged the initial burden as contemplated under Section 138 of the Negotiable Instruments Act. Though the presumptions under Section 118 and 139 of the Negotiable Instruments Act are rebuttable in nature, the petitioner failed to rebut the same. On the other hand, the respondent proved his case by acceptable evidence and as such, the Trial Court rightly awarded double the cheque amount as compensation under Section 357(3) of Cr.P.C.



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9. Insofar as the second cheque for a sum of Rs.1,50,000/-is concerned, the same was issued towards compensation of Rs.1,50,000/- for non-execution of the sale deed in favour of the respondent and the amount is lying with the petitioner from the year 2007. Therefore, the petitioner himself agreed to pay the compensation and issued the cheque for a sum of Rs.1,50,000/-. Therefore, both the Courts below rightly convicted the petitioner and there is absolutely no reason to interfere with the concurrent findings of the Trial Court as well as the Appellate Court.

10. Accordingly, this Criminal Revision Case stands dismissed.

24-03-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
LPP

To

1.The I Additional Sessions Judge,
City Civil Court, Chennai.

2.The Metropolitan Magistrate,
Fast Track Court – III, Saidapet,



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G.K.ILANTHIRAIYAN J.

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