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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Date of Reserving the Judgment	Date of Pronouncing the Judgment
23.09.2026	30.10.2026

CORAM

THE HON'BLE MR JUSTICE M. NIRMAL KUMAR

CRL A No. 1296 of 2023
CNR: {HCMA011992862023}

D.Krishnamurthy
S/o. Late Dhamodhara Mudaliyar,
No.43, 4th Cross Street, Thirumugan Nagar,
Near Kailasanathar Kovil temple, Tiruninravur.

..Appellant(s)

Vs

Ramesh
S/o. Late Rajendran, No.6, South Mada Street,
Sivan Koil Street, Tiruninravur.

..Respondent(s)

Prayer:- Criminal Appeal filed under Section 378 of Cr.P.C., to set aside the judgement dated 05.09.2023, made in STC.No.51 of 2020 on the file of the Fast Track Court (Magisterial Level) at Tiruvallur.

For Appellant(s): Mr.A.Nagarajan

For Respondent(s): Mr.R.Vivekananthan
for Mr.S.Sivakumar

JUDGMENT

This Criminal Appeal has been filed against the judgement dated 05.09.2023, made in STC.No.51 of 2020, on the file of the Fast Track Court (Magisterial Level) at Tiruvallur.

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2. Facts of the Case:-

2.1. The respondent / accused namely, R.Ramesh, who was known to the appellant / complainant namely, D.Krishnamurthy from childhood, and had previously worked with the appellant in the construction business, approached him for a hand loan of Rs.10,00,000/-. According to the appellant / complainant, the amount was advanced in cash at his residence on 27.08.2018.

2.2. The appellant / complainant states that, on the same day, the respondent / accused issued a post-dated cheque bearing No.481562, dated 19.03.2020, for Rs. 10,00,000/-, drawn on the State Bank of India, Gill Nagar Branch, Chennai, towards repayment of the loan.

2.3. The appellant / complainant presented the cheque through his banker, namely, Indian Overseas Bank, Tiruninravur Branch, on 19.03.2020. The cheque was returned unpaid under a bank return memo dated 23.03.2020, with the endorsement "Other Reasons". Therefore, the appellant / complainant issued a legal notice dated 20.04.2020 demanding payment of the cheque amount. The respondent / accused received the notice and issued a reply dated 25.05.2020 denying the loan liability. As the respondent / accused did not make payment, the appellant / complainant instituted a private complaint under Section 200 of the Code of Criminal Procedure, 1973, for the offence under Section 138 of the Negotiable Instruments Act, 1881 [hereinafter referred to as ‘’the N.I. Act’’].

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2.4. The respondent / accused denied borrowing Rs.10,00,000/- from the appellant / complainant. His principal defence was that the appellant / complainant had obtained blank signed cheques from him in 2011 in connection with transactions concerning his mother's property, including cleaning the property, obtaining a patta, and handling property-related documentation.

2.5. The appellant / complainant was examined as PW1, and on his behalf, Exhibits P1 to P9 were marked. The respondent / accused was examined as DW1, and Exhibits D1 to D10 were marked on the defence side.

2.6. The Trial Court, by judgment dated 05.09.2023, dismissed the complaint and acquitted the respondent / accused. Although it accepted that the statutory requirements relating to notice and the initial presumptions arising from the admitted cheque and signature were satisfied, it held that the respondent / accused had rebutted the presumption by raising a probable defence based on contradictions in the appellant's / complainant's evidence and the absence of adequate supporting material.

3. Aggrieved by the acquittal, the appellant / complainant preferred the present criminal appeal seeking to set aside the judgment, re-appreciate the oral and documentary evidence, convict the respondent / accused, and award appropriate compensation.

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4. Submissions of the learned Counsel for the Appellant/Complainant:-

4.1. The learned counsel for the appellant would submit that the Trial Court failed to properly appreciate the evidence on record and erroneously acquitted the respondent / accused, notwithstanding the admissions and documentary evidence supporting the appellant's / complainant's case.

4.2. The learned counsel for the appellant contends that the respondent / accused admitted the following material facts:

(i) The respondent / accused had known the appellant / complainant from childhood and had previously worked with him.

(ii) The cheque marked as Ex.P1 belonged to the respondent / accused.

(iii) The signature appearing on Ex.P1 was the respondent's / accused's signature.

(iv) The respondent / accused acknowledged the cheque during his cross-examination as DW1.

According to the appellant, these admissions attracted the statutory presumptions under Sections 118(a) and 139 of the N.I. Act, require consideration by this Court to presume that the cheque was issued for consideration and towards discharge of a legally enforceable debt or liability.

4.3. The learned counsel for the appellant relies on the principles laid down in **Rangappa** v. **Sri Mohan** reported in **(2010) 11 SCC 441** and

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Kalamani Tex v. **P.Balasubramanian** reported in **(2021) 5 SCC 283** to contend that the burden shifted to the accused to establish a probable defence.

4.4. The learned counsel appellant submits that the Trial Court failed to give proper consideration to Ex.D6, the appellant's / complainant's bank statement for the period from 01.04.2018 to 31.03.2019, and Ex.D7, his income-tax returns for the year 2019-2020.

4.5. According to the learned counsel for the appellant, these documents establish the appellant's financial capacity to advance the loan of Rs.10,00,000/-. Further, the learned counsel for the appellant draws attention to Ex.D7, which reportedly records sundry debtors amounting to Rs.85,87,500/-. During cross-examination, PW1 admitted that the income-tax return and that the said amount appeared under the heading "Sundry Debtors".

4.6. The learned counsel for the appellant further submits that the appellant withdrew money from his bank account and advanced it in cash at the specific request of the respondent / accused. The learned counsel for the appellant therefore argues that the Trial Court ought not to have doubted the transaction merely because the loan was not supported by a separate written loan agreement.

4.7. The learned counsel for the appellant contends that, at the time of borrowing the money in 2018, the respondent / accused handed over the original settlement deed relating to his mother's property, registered as Document No.

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12381 of 2010, dated 13.12.2010, before the Sub-Registrar Office, Avadi, as security for the loan.

4.8. In support of the said contention, the learned counsel for the appellant relies on the following portions of PW1's cross-examination:

(i) PW1 stated that, although he had not obtained a separate written document evidencing the loan, the respondent / accused had given his mother's property document.

(ii) PW1 stated that the original property document remained in his custody.

(iii) PW1 confirmed that the original document had been handed over when the respondent / accused borrowed the money in 2018.

4.9. The learned counsel for the appellant submits that the original settlement deed was inadvertently not marked before the Trial Court. He submits that this Court should consider the explanation and assess the oral testimony in the context of the other evidence rather than treating the absence of the document as conclusive against him.

4.10. The learned counsel for the appellant argues that the Trial Court gave undue importance to the civil dispute relating to the respondent's / accused's mother's property in O.S.No.253 of 2020, pending before the Subordinate Court at Poonamallee.

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4.11. According to the learned counsel for the appellant, the civil proceedings did not establish that the loan transaction was false or that the cheque was issued for a purpose unrelated to repayment.

4.12. The learned counsel for the appellant relies on the property-related documents, including Ex.D1, the General Power of Attorney dated 03.01.2011; Ex.D2, the Sale Agreement dated 03.01.2011; Ex.D4, the General Power of Attorney executed in favour of S.Varalakshmi on 25.06.2015; and the cash receipts marked in the proceedings.

4.13. The learned counsel for the appellant further points out that the respondent / accused and his brother signed as witnesses to certain property-related documents. According to the learned counsel for the appellant, these circumstances demonstrate the respondent's / accused's participation in the transactions and do not independently establish his defence that the cheque was issued as a blank security instrument in 2011.

4.14. The learned counsel for the appellant also submits that the respondent / accused and his mother did not raise objections to the relevant transactions for several years, the same should be considered when evaluating the credibility of the defence.

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4.15. The learned counsel for the appellant contends that the respondent / accused did not produce sufficient evidence to establish a probable defence against the admitted cheque and signature.

4.16. According to the learned counsel for the appellant, the defence relating to the delivery of blank cheques in 2011 was not sufficient, by itself, to disprove the subsequent loan transaction of 27.08.2018.

4.17. The learned counsel for the appellant argues that the Trial Court placed excessive reliance on the absence of independent witnesses and a written loan agreement, without properly considering the statutory presumption, the appellant's / complainant's financial capacity, the bank records, the income-tax returns, and the oral evidence relating to the original property document. Hence, the learned counsel for the appellant prays that the appeal be allowed, the judgment dated 05.09.2023 in S.T.C.No.51 of 2020 be set aside, and the accused be convicted for the offence under Section 138 of the N.I. Act, with an appropriate order for compensation.

5. Submissions of the learned counsel for the respondent/Accused:-

5.1. The learned counsel for the respondent/accused would submit that the Trial Court, after carefully examining the oral and documentary evidence, rightly acquitted the respondent / accused, as the appellant / complainant failed to establish the existence of a legally enforceable debt of Rs.10,00,000/-.

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5.2. The learned counsel for the respondent contends that the appellant / complainant failed to establish that he actually advanced Rs.10,00,000/- in cash to the respondent / accused on 27.08.2018.

5.3. It is argued that the appellant / complainant did not produce a written loan agreement, a contemporaneous cash receipt, or independent evidence establishing the alleged payment. Considering the substantial amount involved, the absence of reliable supporting material creates serious doubt about the alleged transaction.

5.4. The learned counsel for the respondent further submits that the appellant's / complainant's financial capacity to lend money does not, by itself, establish that the specific loan alleged in the complaint was actually advanced to him.

5.5. The learned counsel for the respondent relies on the material inconsistencies in the appellant's / complainant's statements concerning whether the alleged loan carried interest.

5.6. According to the learned counsel for the respondent, the appellant / complainant initially stated that the money was not lent on interest but subsequently admitted during cross-examination that the respondent / accused had agreed to pay interest at 1% per month.

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5.7. It is argued that, had the loan genuinely carried interest and interest payments had been made, the appellant / complainant would ordinarily have disclosed those circumstances in the statutory notice and complaint. The failure to provide a consistent explanation regarding the interest arrangement creates a doubt regarding the credibility of the alleged transaction.

5.8. The learned counsel for the respondent therefore submits that these contradictions are not merely minor discrepancies but relate to the nature and circumstances of the alleged loan itself.

5.9. The learned counsel for the respondent contends that the cheque was not issued in 2018 towards repayment of any loan, but was connected with the earlier dealings between the appellant / complainant and the respondent's / accused's mother in 2011.

5.10. The learned counsel for the respondent relies on the property-related documents, including Ex.D1 to Ex.D4, and the original cheque book marked as Ex.D10, which contained other cheques bearing numbers 481565 to 481570.

5.11. According to the learned counsel for the respondent, these documents support his version that blank signed cheques had been entrusted to the appellant / complainant in connection with property-related dealings.

5.12. The learned counsel for the respondent further argues that the appellant's / complainant's involvement in the property transactions and the

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subsequent disputes relating to the property provide a plausible explanation for the possession of the disputed cheque.

5.13. The learned counsel for the respondent submits that, although PW1 claimed that the respondent / accused had handed over his mother's original settlement deed as security for the alleged loan, the appellant / complainant did not produce that document before the Trial Court.

5.14. The learned counsel for the respondent argues that the appellant's / complainant's assertion cannot be treated as conclusive proof of the loan merely because he claimed to retain the document. The failure to produce the original document, despite asserting that it remained in his custody, raises doubts regarding the circumstances in which the cheque was allegedly issued.

5.15. The learned counsel for the respondent also submits that the appellant / complainant did not produce sufficient corroborative evidence to establish that the property document was deposited specifically in connection with the alleged loan of 27.08.2018.

5.16. The learned counsel for the respondent contends that Ex.D6 and Ex.D7 do not conclusively establish that the appellant / complainant advanced Rs.10,00,000/- to the respondent / accused.

5.17. Although the income-tax return reportedly records sundry debtors of Rs.85,87,500/-, the respondent argues that the entry does not independently

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establish the identity of the debtor, the date of the alleged loan, or the particular transaction forming the subject matter of the complaint. Similarly, the existence of bank withdrawals or adequate financial resources does not establish that the withdrawn money was actually paid to the respondent / accused. The learned counsel for the respondent therefore submits that the appellant's reliance on these documents does not eliminate the doubts identified by the Trial Court.

5.18. The respondent acknowledges that the admission of the cheque and signature attracts the presumptions under Sections 118(a) and 139 of the N.I. Act. However, it is argued that these presumptions are rebuttable and that the respondent / accused is only required to establish a probable defence on the standard of preponderance of probabilities.

5.19. The learned counsel for the respondent submits that the contradictions concerning interest, the lack of supporting evidence for the alleged cash transaction, the absence of the original property document, and the explanation relating to earlier property dealings collectively establish a probable defence.

5.20. The learned counsel for the respondent further argues that the appeal is directed against an acquittal and that the Trial Court's judgment should not be interfered with unless its conclusions are shown to be unreasonable, perverse, or contrary to the evidence on record. Accordingly, the learned

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counsel for the respondent prays that the appeal be dismissed and the acquittal dated 05.09.2023 be confirmed.

6. Discussion and Reasons:-

6.1. This Court has carefully considered the submissions made by the learned counsel appearing for the appellant/complainant and the respondent/accused and perused the oral and documentary evidence referred to by the parties.

6.2. The point for consideration is whether the judgment dated 05.09.2023, acquitting the respondent/accused of the offence under Section 138 of the N.I. Act, warrants interference by this Court.

6.3. At the outset, it is relevant to note that the respondent/accused has admitted that Ex.P1 cheque belongs to him and that the signature appearing therein is his signature. Once the execution of the cheque is admitted or established, the statutory presumptions under Sections 118(a) and 139 of the N.I. Act arise in favour of the holder of the cheque. Under Section 118(a) of the N.I. Act, the Court shall presume, unless the contrary is proved, that the negotiable instrument was made or drawn for consideration. Under Section 139 of the N.I. Act, the Court shall presume, unless the contrary is proved, that the holder received the cheque towards discharge, in whole or in part, of a debt or other liability.

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6.4. The Hon'ble Supreme Court in **Rangappa** v. **Sri Mohan**, reported in **(2010) 11 SCC 441**, held that the presumption under Section 139 of the N.I. Act includes the existence of a legally enforceable debt or liability. Similarly, in **Kalamani Tex** v. **P.Balasubramanian**, reported in **(2021) 5 SCC 283**, the Hon'ble Supreme Court reiterated that, once the execution of the cheque is admitted, the statutory presumption operates in favour of the complainant and the burden shifts to the accused to rebut the same. The accused is not required to disprove the complainant's case beyond reasonable doubt; however, the defence must be sufficiently probable to rebut the statutory presumption on a preponderance of probabilities.

6.5. In the present case, the Trial Court appears to have acknowledged the initial operation of the statutory presumption, but ultimately acquitted the respondent/accused by placing considerable reliance on the alleged inconsistencies in the appellant's / complainant's evidence, the absence of a written loan agreement, and the non-production of the original settlement deed said to have been furnished as security. These circumstances require evaluation in their proper evidentiary context. The question is not whether the appellant / complainant has independently proved every aspect of the loan transaction as though no statutory presumption existed, but whether the respondent / accused

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has placed sufficient material to make his defence reasonably probable and thereby rebut the presumption.

6.6. The first circumstance that requires consideration is the admission of the cheque and signature by the respondent/accused. The statutory presumption cannot be displaced merely by denying the loan transaction. The respondent/accused was required to bring on record such circumstances as would render the non-existence of the alleged debt reasonably probable. Although the defence may rely upon the evidence adduced by the appellant / complainant himself, the Court must assess the entire evidence cumulatively and determine whether the explanation offered by the respondent / accused is sufficiently probable to rebut the statutory presumption.

6.7. In the present case, the respondent/accused relies upon earlier property-related transactions of the year 2011 to explain his possession of the cheque. However, the existence of earlier dealings between the parties does not, by itself, establish that the cheque in question was necessarily issued in connection with those dealings or that it could not have been issued subsequently towards repayment of the alleged loan. The defence must be assessed with reference to the particular cheque, the circumstances of its delivery, and the other evidence on record.

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6.8. The next aspect relates to the financial capacity of the appellant/complainant. The appellant relies upon Ex.D6, stated to be his bank statement for the period from 01.04.2018 to 31.03.2019, and Ex.D7, stated to be his income-tax return for the relevant assessment year. According to the appellant, these documents demonstrate that he possessed sufficient financial resources to advance the sum of Rs.10,00,000/-.

6.9. It is true that the mere availability of funds in the appellant's / complainant's bank account does not, by itself, establish that the alleged loan was actually advanced to the respondent / accused. Nevertheless, the bank statement and income-tax return are relevant circumstances when considered alongside the statutory presumption and the oral evidence of the appellant / complainant. The entry relating to sundry debtors amounting to Rs.85,87,500/-, as referred to by the parties, lends support to the appellant's/complainant's assertion that he was engaged in financial transactions. This is further substantiated by Ex.D6 (Bank Statement), which confirms that the appellant/complainant withdrew a sum of Rs.9,70,000/- in cash on 18.08.2018, thereby demonstrating his financial wherewithal.

6.10. The Trial Court has also attached significance to the absence of a written loan agreement, a contemporaneous receipt, or independent witnesses to the alleged payment of Rs.10,00,000/- in cash on 27.08.2018. While these circumstances are relevant to the assessment of the appellant's / complainant's

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credibility, the law does not prescribe that every loan transaction must necessarily be evidenced by a separate written agreement or supported by independent witnesses. In the present case, the fact that the appellant/complainant and the respondent/accused have been known to each other for a long period is not in dispute. The financial capacity and wherewithal of the appellant/complainant stand established by the available evidence. Further, the respondent/accused has not denied the issuance of the cheque or the genuineness of the signature appearing thereon. Therefore, in the facts and circumstances of the case, the absence of further documentary evidence, by itself, cannot be a ground to discredit the appellant's / complainant's case.

6.11. However, the inconsistency concerning the interest arrangement does not, by itself, necessarily establish that the principal loan was never advanced. The essential question under Section 138 of the N.I. Act, is whether the cheque was issued towards the discharge, wholly or in part, of a legally enforceable debt or other liability. The nature of the interest arrangement, though relevant to assessing the credibility of the appellant's / complainant's case, remains ancillary to that principal question, unless the contradiction materially undermines the appellant's / complainant's case regarding the advancement of the loan or the existence of the legally enforceable liability.

6.12. Accordingly, the discrepancy concerning interest should be assessed in the context of the entire deposition. If the appellant's / complainant's

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evidence regarding the actual advancement of the loan and issuance of the cheque remains credible, the discrepancy regarding interest alone would not necessarily be sufficient to rebut the statutory presumption.

6.13. Another significant circumstance is the testimony of the appellant/complainant concerning the original settlement deed relating to the property of the respondent's mother, registered as Document No.12381 of 2010, dated 13.12.2010. The appellant/complainant contends that the respondent/accused handed over the original settlement deed as security at the time of advancement of the loan on 27.08.2018. The respondent/accused disputes this explanation and points out that the original document was not produced before the Trial Court. However, on a perusal of Ex.P6 and in view of the admitted facts and circumstances borne out by the evidence, the non-production of the original settlement deed does not, by itself, render the appellant's / complainant's version unacceptable. Therefore, further production of the said document for corroboration may not be necessary.

6.14. If the appellant's / complainant's testimony concerning the document is found to be credible and is supported by other circumstances, the failure to mark the original deed need not automatically be treated as conclusive proof that the alleged loan was not advanced. Equally, this Court must not presume that the deed was deposited as security merely because the appellant / complainant asserted so. The evidentiary significance of this circumstance

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depends upon the deposition as a whole and the materials actually available on record.

6.15. The respondent/accused has relied upon Exs.D1 to D4 and Ex.D10 to substantiate his defence that blank signed cheques were entrusted to the appellant / complainant in connection with property-related dealings in 2011. The property documents and the existence of earlier transactions are relevant to the defence. However, this Court must distinguish between establishing the existence of earlier dealings and establishing that the particular cheque in question was delivered during those dealings and continued to remain with the appellant / complainant for that purpose.

6.16. The mere fact that the parties had earlier dealings does not necessarily exclude the possibility of a subsequent loan transaction. Similarly, the existence of other cheques bearing nearby serial numbers may be a circumstance relevant to the defence, but the evidentiary value of Ex.D10 depends upon whether the cheque book, its issuance, and the circumstances of the disputed cheque support the respondent's / accused's version. Consequently, unless the evidence relating to the earlier transactions sufficiently connects Ex.P1 with the alleged entrustment of blank cheques in 2011, the defence cannot be regarded as established merely on the basis of the existence of property disputes between the parties. The explanation offered by the

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respondent / accused must be considered as a whole and weighed against the statutory presumption and the other evidence.

6.17. The pendency of O.S.No.253 of 2020 before the Subordinate Court at Poonamallee, relating to the property of the respondent's mother, is another circumstance relied upon by the parties. The existence of civil litigation may explain the background of the relationship between the parties and may have a bearing on the credibility of their respective versions. Nevertheless, the pendency of a civil dispute does not, by itself, establish that the cheque was issued for a purpose unrelated to repayment of a debt.

6.18. The criminal complaint under Section 138 of the N.I. Act must be decided on the evidence relevant to the ingredients of that offence. The property dispute and the documents connected with it may be considered as part of the surrounding circumstances, but they cannot substitute for a proper examination of the disputed cheque, the statutory presumptions, and the evidence concerning the alleged loan.

6.19. It is also necessary to consider the legal effect of the bank return memo dated 23.03.2020, the statutory notice dated 20.04.2020, and the reply notice dated 25.05.2020. The cheque was returned with the endorsement "Other Reasons", and the Trial Court accepted that the statutory requirements relating to notice and the initial presumptions were satisfied.

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6.20. The statutory presumption arising from the admitted cheque and signature is a material circumstance that must be given due weight. The appellant has relied upon his oral testimony, the bank statement, the income-tax return, and the circumstances surrounding the parties' prior relationship and the alleged security for the loan. The respondent, on the other hand, relies upon the inconsistencies concerning interest, the absence of contemporaneous documentation, the non-production of the original settlement deed, and the earlier property-related dealings.

6.21. In view of the foregoing discussion, this Court is of the considered opinion that the judgment of acquittal dated 05.09.2023 passed by the Trial Court requires reconsideration. The respondent/accused has admitted the execution of Ex.P1 cheque and his signature thereon, thereby attracting the statutory presumptions under Sections 118(a) and 139 of the N.I. Act. Though the said presumptions are rebuttable, the evidence on record must be assessed by applying the settled principles governing the burden of proof and the standard of preponderance of probabilities applicable to the defence.

6.22. The Trial Court, though negatived the major contentions raised by the respondent/accused, including the issue of the financial wherewithal of the appellant/complainant, the pendency of civil proceedings and the related

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documents, ultimately, dismissed the complaint on the sole ground that, except for the cheque in question, no other documentary evidence had been adduced to establish that the appellant/complainant had advanced a sum of Rs.10,00,000/- to the respondent/accused. The Trial Court also placed reliance on the absence of documentary evidence regarding the details of payment of interest, if any. In my considered view, dismissal of the complaint solely on these two grounds is not proper.

6.23. The statutory presumptions operate in favour of the appellant/complainant, particularly, when the issuance of the cheque and the signature appearing thereon have not been disputed by the respondent/accused. Further, the financial wherewithal of the appellant/complainant stands established through the evidence on record. It is also significant to note that the appellant/complainant was subjected to cross-examination on five different occasions, commencing from 31.03.2021 and concluding on 22.09.2022, over a period of nearly one and a half years. Having regard to the prolonged proceedings and the repeated cross-examination, certain minor contradictions in his testimony cannot, by themselves, be treated as sufficient to discredit his entire evidence, particularly, when the other circumstances and materials on record lend substantial support to his case.

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6.24. In such circumstances, the other issues assume only an ancillary significance and cannot outweigh the material evidence available in favour of the appellant/complainant. Further, the handing over of the original settlement deed as security for the loan, as sought to be substantiated by the appellant/complainant with reference to the pleadings in Ex.P6, assumes significance. In the light of the relevant admissions and the materials available on record, the absence of further documentary evidence relating to the advancement of the loan by itself, cannot be considered fatal to the appellant's / complainant's case. The long-standing relationship between the appellant/complainant and the respondent/accused is also not in dispute.

6.25. On an overall consideration of the evidence and circumstances, I am of the view that the Trial Court has failed to properly appreciate the material evidence on record and has consequently arrived at an erroneous conclusion. The findings of the Trial Court, therefore, warrant interference.

6.26. Accordingly, the judgment of acquittal passed by the Trial Court dated 05.09.2023 in S.T.C.No.51 of 2020 is hereby set aside, and the matter is remitted back to the Trial Court for fresh consideration, with a direction to afford an opportunity of hearing to the appellant/complainant and the respondent / accused and thereafter, render a judgment on the merits of the case, in accordance with law.

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6.27. In any event, the entire exercise shall be completed within a period of two months from the date of receipt of a copy of this judgment. Having regard to the fact that both the appellant/complainant and the respondent/accused have been diligently pursuing the proceedings, they shall appear before the Trial Court without awaiting any further notice and shall not seek unnecessary adjournments. It is also relevant to note that the complaint pertains to the year 2020, and nearly six years have already elapsed. Hence, the Trial Court shall give preference to this case and ensure that the proceedings are brought to their logical conclusion within the aforesaid period of two months. Accordingly, the Criminal Appeal is allowed.

30-10-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
smn2 / vv2

To

1.The Fast Track Court (Magisterial Level),
Tiruvallur.

2.The Section Officer,
V.R. Section,
(Criminal Records)
High Court,
Chennai.

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M.NIRMAL KUMAR, J.

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Crl.A.No.1296 of 2023

30.10.2026

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