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Crl.R.C.No.1325 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 27.11.2025
PRONOUNCED ON : 19.02.2026

CORAM

THE HONOURABLE MR.JUSTICE M.NIRMAL KUMAR

Crl.R.C.No.1325 of 2019

M/s.Kasthuri Constructions Firm (KCF),
Rep. By its Proprietor
Mrs.Kasthuri,
No.373/8, Ganga Kaveri Flats,
Tirumangalam Road, Navalar Nagar,
Anna Nagar West,
Chennai – 600 040.

... Petitioner

Vs.

S.Vaidyanathan

... Respondent

PRAYER: Criminal Revision Case is filed under Section 397 r/w. 401 of Code of Criminal Procedure, to set aside the conviction and sentence imposed in C.A.No.70 of 2017 dated 01.11.2019 on the file of District Judge, Thiruvallur and confirming the conviction and sentence imposed in S.T.C.No.242 of 2016 dated 17.05.2017 on the file of Judicial Magistrate Fast Track Court (Magistrate Level), Ambattur to secure the ends of justice.

For Petitioner : Mr.V.Perarasu
Legal Aid Counsel

For Respondent : Mr.S.L.Sudarsanam



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ORDER

The petitioner/accused was convicted by the trial Court in S.T.C.No.242 of 2016 by a judgment dated 17.05.2017 for offence under Section 138 of the Negotiable Instruments Act (hereinafter referred to as “NI Act”) and sentenced her to undergo four months simple imprisonment and directed to pay the cheque amount of Rs.9,14,000/- as compensation, in default, to undergo further period of one month simple imprisonment. Aggrieved against the conviction, the petitioner had filed an appeal before the Sessions Court in Crl.A.No.70 of 2017. The learned Sessions Judge, by judgment dated 01.11.2019, dismissed the appeal confirming the conviction and sentence passed by the trial Court, against which, the present revision is filed.

2.The contention of the learned counsel for the petitioner is that he had been appointed as Legal Aid Counsel for the petitioner. He is unable to contact the petitioner and he is handicapped without any other materials except the judgment of the trial Court and Lower Appellate Court and grounds raised herein. Based on the limited materials available, he made the submissions that petitioner is the wife of one Ravichandran,



who is doing construction business. The respondent/complainant, to develop his property and to promote by putting up constructions thereon, entered into an agreement with Ravichandran on 04.06.2015. Initially, a sum of Rs.7,00,000/- paid as advance. Thereafter part payments paid. In total, a sum of Rs.32,14,000/- paid. The petitioner's husband completed the work entrusted to him. Thereafter the respondent makes a claim that there were deficiency in the construction and it has been over estimated and an amount of Rs.9,14,000/- collected in excess demanded to be repaid. This excess amount returned to the respondent by way of cheque/Ex.P3. Since the petitioner being the wife of Ravichandran signed the cheque and issued the same for her husband's alleged liability is the case against her. The petitioner is a lady and she has got nothing to do with the business transaction between her husband and the respondent. The petitioner for her independent business had given the cheque to a material supplier.

3.He further submitted that in this case the difference amount of Rs.9,14,000/- works out to 25% of the agreement amount of Rs.32,14,000/-. In normal prudence, nobody would pay excess of 25%. The cheque was given to one Anand of M/s.Pavithra Agencies, a building



material supplier. The respondent misused the said Anand, filled up the blank cheque given to Anand and filed a false case against the petitioner.

He further submitted that there is no legally enforceable debt or liability between the petitioner and the respondent. Ex.P1 is an agreement between the respondent and the petitioner's husband S.Ravichandran. The petitioner is no way connected with the transaction between them. A blank signed cheque was given to M/s.Pavithra Agencies, a supplier of building materials. There was some dispute in the payment between M/s.Pavithra Agencies and M/s.Kasthuri Construction. This blank cheque/Ex.P3 has been misused by the respondent/complainant and a case has been filed. He further submitted that the petitioner's husband S.Ravichandran was the proprietor of M/s.Budget Flat Constructions and he was doing business independently with the respondent. The petitioner as proprietor of M/s.Kasthuri Constructions was doing construction work independently and both are construction firms but doing business separately and they are independent entities. The petitioner was never involved in M/s.Budget Flat Constructions in any manner. The respondent failed to prove by way of any documentary or oral evidence that the petitioner was involved in respect of Ex.P1 and the Cheque/Ex.P3 is said to have given pursuant to Ex.P1. It is also not proved that the statutory notice/Ex.P5 was issued and served to the petitioner. The



acknowledgment card/Ex.P6 not signed by the petitioner. Further, legal notice/Ex.D1 dated 25.07.2016 was issued jointly to M/s.Budget Flat Construction and M/s.Kasthuri Constructions, in which the dispute between the petitioner's husband and the respondent regarding the issuance of cheque/Ex.P3 and Ex.P2/letter dated 26.12.2015 addressed to the petitioner's husband, all narrated. Further, from Ex.D1 it is clearly proved that whatever transactions it was only between the petitioner's husband S.Ravichandran and the respondent/complainant Vadiyanathan. Both the Courts below failed to consider the evidence in its entirety but merely relied on the statutory presumption that issuance of cheque and signature not denied, hence Sections 118 and 139 of NI Act gets attracted and convicting the petitioner is not proper.

4.The learned counsel for the respondent opposed the petitioner's contention and submitted that it is admitted by the petitioner that her husband S.Ravichandran is the proprietor of M/s.Budget Flat Construction, he entered into an agreement for construction of a flat for the respondent which is confirmed by way of Ex.P2/letter. During the construction, the petitioner's husband S.Ravichandran not properly constructed the flat and left the construction midway. The petitioner's husband gave an undertaking that the respondent can complete the



construction and whatever money spent, he would repay the respondent.

During the earlier period of construction, the respondent paid a total sum of Rs.32,14,000/- through bank and other means. This is not denied and accepted as could be seen from Ex.P1 and Ex.P2. Thereafter, it was found that the petitioner's husband received Rs.9,14,000/- in excess and in discharge of this liability, he issued the cheque and it was the petitioner and her husband who came to the house of the respondent and handed over the cheque/Ex.P3. Thereafter the cheque presented for payment, got dishonoured and following the statutory procedure, complaint filed. During trial, the respondent/complainant examined himself as PW1 and marked Ex.P1 to Ex.P6, the petitioner not examined any defence witness but marked Ex.D1/legal notice sent to the petitioner as proprietor of M/s.Kasthuri Constructions and to her husband S.Ravichandran, as proprietor of M/s.Budget Flat Construction. This notice was sent on 25.07.2016 for deficiency of service. The present complaint was filed before the Trial Court on 25.02.2016 and Ex.D1/notice was issued for filing a complaint before the Consumer Court. Thus projecting Ex.D1 as though the liability rests entirely on the petitioner's husband S.Ravichandran and the petitioner has got nothing to do with it, is not proper. The petitioner and her husband both jointly running the business though in two different names but the construction activities and the work



executed were one and the same and both of them are jointly doing the business. The petitioner was aware of the dispute between the respondent and M/s.Budge Flat Constructions and thereafter agreeing to repay the amount, the petitioner issued the cheque/Ex.P3, but now attempting to take a defence that she had no transaction with the respondent/complainant. The petitioner not denied the cheque and signature. The Trial Court as well as the Lower Appellate Court finding the respondent proved his case beyond all reasonable doubt against the petitioner rightly convicted the petitioner. Hence, prayed for dismissal.

5.Considering the submissions made and on perusal of the materials, it is seen that the petitioner suffered concurrent findings. The issuance of cheque/Ex.P3 and the signature found therein not denied. The defence taken by the petitioner is that the signed blank cheque was handed over to M/s.Pavithra Agencies, a material supplier and later payments made for the supplied materials to M/s.Pavithra Agencies but failed to return the signed blank cheque and this cheque obtained by the respondent and a false case is projected. The further contention is that since there was dispute between S.Ravichandran, proprietor of M/s.Budget Flat Constructions with the respondent and they had a strained relationship, using this cheque false complaint filed by the



respondent. To substantiate and prove this, the petitioner marked Ex.D1

confirming that the business relationship was only with the respondent and petitioner's husband and the petitioner has got nothing to do with it.

It is to be seen that both defence taken fall to ground. The petitioner though makes a strong claim that the blank signed cheque was given to M/s.Pavithra Agencies, no steps taken to examine anyone from M/s.Pavithra Agencies to probabalise her defence that a blank cheque was issued to them. On the contrary, Ex.D1 is an elaborate and detailed one which was issued after filing the complaint under Section 138 of NI Act.

In Ex.D1, the role and the activities of the petitioner, her husband and their firm, all narrated. The construction agreement, dispute in construction, return of cheque amount of Rs.9,14,000/-, all recorded. The reading of Ex.D1/notice clearly confirm that this notice was issued for the deficiency of service and to file a complaint under Consumer Protection Act. As regards the present case. Ex.P5 is the statutory notice received by the petitioner. Ex.P1 and Ex.P2 confirm that the respondent entered into a construction agreement with S.Ravichandran, husband of the petitioner and the construction was not completed as expected. The payment of Rs.32,14,000/- is not denied payment. The Cheque/Ex.P3 was issued for the excess amount received and the cheque was issued by the petitioner, who had come along with her husband. It is also seen that both the



petitioner and her husband are in the construction business and doing the construction work together, now taking a turn around using the firm name and projecting it as an independent transaction and the cheque/Ex.P3 was without any liability of the petitioner is far-fetched and cannot be sustained.

6.In view of the above, this Court finds no reason to interfere with the findings of the Courts below. Accordingly, the judgment dated 17.05.2017 in STC.No.242 of 2016 passed by the learned Judicial Magistrate, Fast Track Court (Magistrate Level), Ambattur and the judgment dated 01.11.2019 in Crl.A.No.70 of 2017 passed by the learned District Judge, Thiruvallur are confirmed. Hence, the criminal revision case stands dismissed.

7.Since the petitioner is facing two concurrent findings, this Court directs the Trial Court to issue conviction warrant against the petitioner not waiting for the complainant to take steps. Once the conviction warrant is issued by the Trial Court, the Jurisdictional Police to execute the conviction warrant without delay. It is the duty of the State to execute the orders of the Magistracy and enforce the rule of law without delay.



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8.It is made clear that in the interregnum, if the petitioner comes forward for settlement and discharge his liability, he can approach the complainant for compounding the offence which can be entertained even by the trial Court.

9.This Court appreciates Mr.V.Perarasu, Legal Aid Counsel for the petitioner for his strenuous efforts in doing research and putting forth the case of the petitioner effectively. The Legal Services Authority to pay the remuneration to the Legal Aid Counsel as per Rules.

19.02.2026

Speaking Order/Non Speaking Order
Index : Yes/No
Neutral Citation: Yes/No
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To

- 1.The Judicial Magistrate,
Fast Track Court (Magistrate Level),
Ambattur.
- 2.The District Judge,
Thiruvallur.



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M.NIRMAL KUMAR, J.

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Pre-delivery order made in

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