

WEB COPY



Crl.A.Nos.950 & 953 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.07.2026

CORAM:

THE HON'BLE MR.JUSTICE **M.NIRMAL KUMAR**

Crl.A.Nos.950 & 953 of 2022

D.Krishnamurthy

...Appellant in both appeals

Vs.

M.Ravi

...Respondent in both appeals

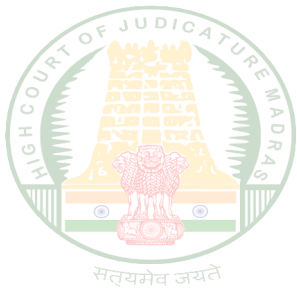
Prayer in Crl.A.No.950 of 2022: Criminal Appeal filed under Section 378 of Cr.P.C., seeking to call for the records and set aside the judgment dated 27.06.2022 passed in the Calendar Case No.150 of 2018 by the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Alandur.

Prayer in Crl.A.No.953 of 2022: Criminal Appeal filed under Section 378 of Cr.P.C., seeking to call for the records and set aside the judgment dated 27.06.2022 passed in the Calendar Case No.256 of 2018 by the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Alandur.

In both appeals:

For Appellant : Mr.S.Shujath

For Respondent : Ms.Akshitha Sai
for Mr.R.Balachanderan



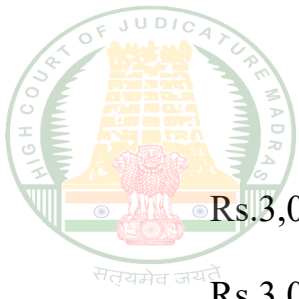
COMMON JUDGMENT

WEB COPY

These criminal appeals have been filed seeking quashment of the judgments, both dated 27.06.2022, passed in the Calendar Case Nos.150 & 256 of 2018 respectively, by the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Alandur.

2. The brief facts necessary for disposal of these appeals are as follows:

2.1 The respondent/accused is well known to the appellant/complainant and on such acquaintance, he approached the appellant/complainant and informed him that there are plots with him for sale at Medavakkam and Pallikaranai and insisted the appellant/complainant to purchase a plot. The appellant/complainant, believing the proposal of the respondent/accused, paid a sum of Rs.13 Lakhs for the purchase of a plot. However, the respondent/complainant, despite receiving the money, continued to drag without entering into an agreement for sale with the appellant/complainant and later, the appellant came to know that the respondent/accused cheated several persons like him. When the appellant made repeated demands for repayment of the amount, towards the partial discharge of the said liability, the respondent/accused issued three cheques viz., Cheque No.393469 dated 25.03.2018 for a sum of 2/12



Crl.A.Nos.950 & 953 of 2022

Rs.3,00,000/-, Cheque No.393470 dated 25.06.2018 for a sum of

Rs.3,00,000/- and Cheque No.393471 dated 15.12.2017 for a sum of

Rs.2,00,000/-, respectively, all drawn on Andhra Bank, Saidapet Branch,

Chennai. While so, when the appellant presented the said cheques for

collection on three different dates, the same were returned with an

endorsement 'Funds insufficient'. Thereby, the appellant/complainant

issued legal notices on three different days ie., on 26.04.2018, 03.07.2018

and 29.12.2017 respectively and despite receiving the same, though the

respondent, sent a reply only in respect of the legal notice dated

29.12.2017, he failed to repay the amount borrowed from the appellant.

Therefore, left with no other alternative, the appellant/complainant filed

three different complaints for the offence u/s. 138 of the Negotiable

Instruments Act, 1881, in Calendar Case Nos.150 & 256 of 2018, on the

file of the Fast Track Court (Magisterial Level), Alandur and Calendar

Case No.2051 of 2018, on the file of the III Fast Track Court,

Metropolitan Magistrate, Saidapet, Chennai, respectively.

2.2 Upon issuance of summons, the respondent appeared and

was served with the copies of the documents of the respective complaints

and as the respondent pleaded not guilty, the respective Courts below

proceeded with the trial of the cases. At the time of trial, in respect of the

complaints in Calendar Case Nos.150 & 256 of 2018, the appellant/

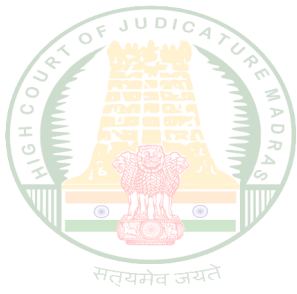
3/12



Crl.A.Nos.950 & 953 of 2022

complaint examined himself as P.W.1 in both the cases and marked the respective cheques, return memos, statutory notices and acknowledgement cards as Ex.P1 to Ex.P4 and on the side of the respondent/accused, no witness was examined and no document was marked and in respect of the complaint in Calendar Case No.2051 of 2018, the appellant/complainant examined himself as P.W.1 and marked Exhibits P.1 to P5 and on the side of the respondent, the respondent/accused examined himself as D.W.2 and examined one Dineshkumar as D.W.1 and marked the judgment dated 27.06.2022 made in the other complaint in C.C.No.150 of 2018 as Ex.D.1.

2.3 On the basis of the respective oral and documentary evidences, the Courts below found the respondent not guilty of the offence and, accordingly, acquitted the respondent, by dismissing all the three complaints filed by the appellant/complainant. Aggrieved by the judgments of acquittal, both dated 27.06.2022 passed by the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Alandur, in the Calendar Case Nos.150 & 256 of 2018 respectively, the appellant/complainant has come up with the above appeals. A regards the judgment dated 07.12.2023 passed by the learned Metropolitan Magistrate, Fast Track Court No.III, Saidapet, Chennai, in Calendar Case No.2051 of 2018, no appeal has been filed by the appellant/complainant.



WEB COPY

3. Learned counsel for the appellant/complainant made the following submissions:-

3.1 The respondent/accused had not denied the issuance of the respective cheques or his signatures in the said cheques, however, takes a stand that there was a complaint given by the appellant and in the police station, these cheques were issued as security in lieu of eight sovereigns of gold jewels which was received by the respondent, who had failed to return the same.

3.2 The respondent in the cross-examination had made a bald assertion as though the cheques were received in the police station but without any proof.

3.3 The respondent received the statutory notice but failed to send any reply in respect of the complaints pertaining to the present appeals and even in the cross-examination, except for the usual course, he was unable to get any favourable or believable answers in support of his defense.

3.4 As regards the complaint in Calendar Case No.150 of 2018, the statutory notice, marked as Ex.P.3, by oversight had not been signed by the appellant/complaint and sent to the respondent without signature. However, the respondent has not denied the contents of the notice but had

5/12



Crl.A.Nos.950 & 953 of 2022

taken a defence. Hence, non-signing would not make the said notice, marked as Ex.P3 invalid.

WEB COPY

3.5 Further, once the respondent had admitted his signature and issuance of cheques, the statutory presumptions under Sections 118 and 139 of the Negotiable Instruments Act comes into play and the respondent failed to rebut these presumptions or probabalise his defence, either through cross-examination or by adducing documentary evidence. However, the trial court, on a wrong appreciation of evidence, dismissed the complaints filed by the appellant, which is wholly unsustainable.

4. Per contra, the learned counsel appearing for the respondent made the following submissions:-

4.1 The appellant/complainant admits that he is a document writer and he was attached to Sub-Registrar Office and there he came in contact with the respondent through a common friend, one John Basha and the respondent informed about the availability of the plots in Medavakkam and Pallikaranai and at that time, he is said to have given a sum of Rs.13 Lakhs. The appellant/complainant admitted that his monthly income is only Rs.20,000/-, out of which Rs.4,500/- is paid towards house rent and this leaves a meagre balance of only around Rs.15,00/- per month to meet his household expenses. Such being the

6/12



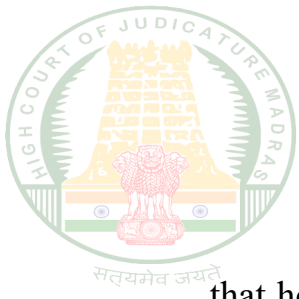
Crl.A.Nos.950 & 953 of 2022

case, the appellant/complainant has utterly failed to prove his financial capacity or the source from which he allegedly generated such a substantial sum of Rs.13 Lakhs.

4.2 Further the appellant/complainant, being a document writer by profession, knows the importance of a sale agreement and he ought to have insisted upon necessary bill/document for his transaction and thereby, the claim of the appellant/complainant that he has not made note of the payment made and the period of the payment, is not acceptable.

4.3 The appellant/complainant also admits to the fact that he has not entered into any agreement of sale with the respondent, not seen the property and also not aware of the location of the property/plots. While so, it is highly unbelievable as to how the appellant/complainant parted such a huge amount of Rs.13 Lakhs, without seeing the property/plot even once.

4.4 Further, despite the fact that the respondent/accused defaulted in executing a sale agreement even after advancement of Rs.13 Lakhs made by the appellant, the claim of the appellant that, after he became sick, the respondent once again approached the appellant/complainant and asked for some money and at that time, he had given eight sovereigns of jewels, is also highly unbelievable.



Crl.A.Nos.950 & 953 of 2022

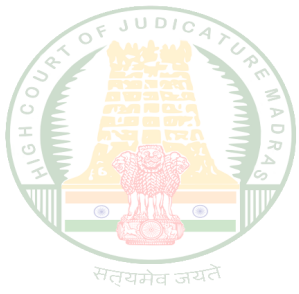
4.5 However, it has been admitted by the appellant/complainant

that he received eight sovereigns of jewels in the Police station and prior to that he had received the disputed cheques. Hence, it is evident that the cheques were not given towards discharge of any legally enforceable debt and it was obtained by force and coercion.

4.6 Referring to the judgment dated 07.12.2023 made in Calendar Case No.2051 of 2018 on the file of the III Fast Track Court, Metropolitan Magistrate, Saidapet, Chennai, the learned counsel submitted that, on 12.01.2018, the respondent sent a common reply notice, in and by which, he answered to all the statutory notices issued by the appellant/complainant in respect of the present complaints and he also examined himself as D.W.2 and examined one Dinesh Kumar as D.W.1.

4.7 Hence, the trial court, after considering all the above facts, had rightly dismissed the complaints filed by the appellant, which cannot be said to be erroneous and accordingly, he prayed for dismissal of these appeals.

5. Heard both sides and perused the materials available on record.



WEB COPY

6. On a perusal of the materials on record it is seen that the appellant/complainant is a document writer by profession as admitted by himself and it is the case of the appellant/complainant that he came in contact with the respondent through his common friend viz., John Basha and the respondent is said to have approached the appellant/complainant stating that there are plots for sale with him in Medavakkam and Pallikaranai and pursuant to which, the appellant is said to have advance a sum of Rs.13 Lakhs to the respondent on various dates by way of cash, without even entering into a sale agreement. As rightly pointed out by the learned counsel for the respondent, the claim of the appellant/complainant, who is a document writer by profession, that he did not keep record of the payments made to the respondent in any form, but he parted huge amount of Rs.13 Lakhs without even seeing the property/plot and without any document, is totally unacceptable.

7. Further, the appellant admitted that his monthly income is only Rs.20,000/-, out of which Rs.4,500/- is spent on house rent, leaving the remaining balance to meet his day-to-day requirements. Such being the case, the appellant's claim that he advanced a substantial sum of Rs.13 Lakhs in cash is highly improbable. The appellant was legally bound to

9/12



Crl.A.Nos.950 & 953 of 2022

prove his financial capacity and source of income for advancing such a huge loan, which he utterly failed to do.

WEB COPY

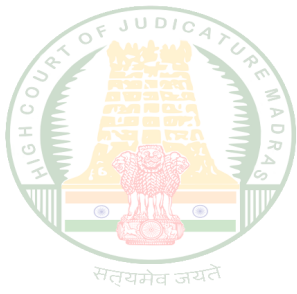
8. Further, though it is the case of the respondent/accused that one among the three statutory notice has been sent by the appellant without signature, Section 138 of NI Act, only requires that a notice has to be given and there is no specific format prescribed in the Act.

9. The respondent had stated that he had sent a reply for all the three disputed cheques by one composite reply. Therefore, the finding of the trial court that as one of the notice sent by the appellant/complainant is not signed, the same cannot be construed as a statutory notice, is not acceptable.

10. At the same time, the defence probablised the respondent by way of cross-examination needs consideration.

11. The trial court, considering all these aspects, by way of detailed and reasoned judgments, which are impugned in the respective appeals, dismissed the complaints filed by the appellant and the same does not warrant interference of this Court.

10/12



WEB COPY

12. In view of the above, this Court finds that the appellant failed to prove his case beyond all reasonable doubts. The Hon'ble Apex Court and this Court consistently held that a judgment of acquittal cannot be reversed merely because of alternate view is possible. The Appellate Court should not interfere with the acquittal unless there is perversity or wrong appreciation of facts. In this case, there is no perversity or wrong reading of evidence which requires interference.

13. For the reasons aforesaid, these criminal appeals stand dismissed.

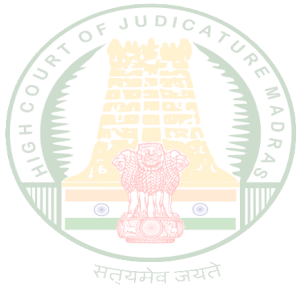
27.07.2026

skt

NCC : Yes/No

To:

The Judicial Magistrate,
Fast Track Court (Magisterial Level),
Alandur.



WEB COPY

Case Citation: (2026) ibclaw.in 4809 HC



Crl.A.Nos.950 & 953 of 2022

M.NIRMAL KUMAR, J.

skt

Crl.A.Nos.950 & 953 of 2022

27.07.2026