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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13-10-2026

CORAM

THE HON'BLE MR.JUSTICE SHAMIM AHMED

CRL RC No. 2336 of 2026

CNR: {HCMA011948512026}

S.Savarimuthu, S/o Late Swaminatha Pillai,
No.138, Kaleeswara Nagar, Kattaoor
Coimbatore

Case QR

..Petitioner(s)

Vs

D.Mani Annadurai, S/o of M.P.Devarajan,
No.8/2, 2nd Cross, Srinivasa Nagar,
Uppilipalayam, Coimbatore

..Respondent(s)

Prayer:- This Criminal Revision Case is filed to set aside the judgment dated 20.09.2025, made in C.A.No.326 of 2023, by the Principal District and Sessions Judge, Coimbatore, confirming the judgment, dated 24.08.2023, made in C.C.No.373 of 2017, by the Judicial Magistrate (FTC) at Magisterial Level-II, Coimbatore.

For Petitioner(s): Mr. S. Shankar for Mr. S.Subramanian

For Respondent(s): Mr. T.Arul Selvan

ORDER

1. This Criminal Revision Case is filed to set aside the judgment dated 20.09.2025, made in C.A.No.326 of 2023, by the Principal District and Sessions Judge, Coimbatore, confirming the judgment, dated 24.08.2023, made in C.C.No.373 of 2017, by the Judicial Magistrate (FTC) at Magisterial Level-II, Coimbatore.

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2. The facts of the case are as follows:-

(a) The Revision Petitioner is the Accused and the Respondent is the complainant. In a land purchase transaction, in order to discharge the liability of paying the sale price, the Revision Petitioner had issued a cheque dated 30.06.2012, for a sum of Rs.5,71,000/-, in favour of the complainant. When the said cheque was presented for encashment on 23.09.2012, the same was dishonoured. Hence, the Respondent had filed a complaint in CC.No.373 of 2017, for the offence under Section 138 of the Negotiable Instruments Act, against the Revision Petitioner, before the Trial Court, for recovery of the cheque amount.

(b) Before the Trial Court, on the side of the Complainant, PW.1 was examined and Ex.P1 to Ex.P15 were marked and on the side of the Accused, DW.1 and DW.2 were examined and Ex.D1 and Ex.D13 were marked. By the impugned judgement of conviction and sentence of the Trial Court, dated 24.08.2023, the Revision Petitioner was convicted and sentenced for the offence under Section 138 of the Negotiable Instruments Act to undergo Simple Imprisonment for six months and to pay a sum of Rs.8,56,500/- (1.5 times of the cheque amount) as compensation, to the Respondent, within one month, in default, to undergo Simple Imprisonment for one month.

(c) In the appeal filed by the Revision Petitioner, by the impugned judgement of conviction and sentence, dated 20.09.2025, the lower appellate court

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had confirmed the judgement of conviction and sentence of the Trial Court. Hence, this Criminal Revision Case has been filed by the Revision Petitioner/Accused, seeking the relief, as stated above.

3. This Court heard Mr.S.Shankar for Mr.S.Subramanian, the learned counsel for the Revision Petitioner and Mr.T.Arul Selvan, the learned counsel for the Respondent.

4. During the pendency of the present Criminal Revision Case before this Court, the parties have entered into a Joint Memorandum of Compromise, dated 06.02.2026, which is taken on record and it reads as under:-

"வர்த்தமான மற்றும் புரிந்துணர்வு ஒப்பந்தம்

2026 வருடம் பிப்ரவரி மாதம் 06 தேதி

கோயம்புத்தூர், காட்டூர், கலீஸ்வரா நகர், 138 - ல் வசித்து வரும் லேட் சாமிநாதபிள்ளை அவர்களின் மகன் S.சவரிமுத்து 1-ம் பார்ட்டியாகவும்

கோயம்புத்தூர், உப்பிலிபாளையம், சினிவாச நகர், 2வது கிராஸ், 8/2-ல் வசித்து வரும் தேவராஜன் அவர்களின் மகன் D.மணி அண்ணாதுரை 2-ம் பார்ட்டியாகவும்

இருந்து நாம் இருபார்ட்டியார்களும் சேர்ந்து எழுதிக்கொண்ட வர்த்தமான மற்றும் புரிந்துணர்வு ஒப்பந்தம் என்னவென்றால்

நம்மில் ***2-ம் பார்ட்டியார் 1-ம் பார்ட்டியாருக்கு எதிராக கோயம்புத்தூர் விரைவு நீதிமன்றம் (குற்றவியல் நடுவர்) எண்.2*** *ல்* ***CC.No.373 of 2017 என்ற வழக்கை மாற்றுமுறை ஆவணசட்டம் பிரிவு 138-ன் கீழ் தாக்கல் செய்து அதில் 28.04.2023-ல்*** *நம்மில* ***1-ம் பார்ட்டியாருக்கு எதிராக தீர்ப்பு அளித்து அதில் (6) மாதம் சிறைத்தண்டனையும் மற்றும்*** *நம்மில* ***1-ம் பார்ட்டியார் 2-ம் பார்ட்டியாருக்கு இழப்பீடாக ரூ. 8,56,500/- செலுத்த வேண்டும் என்று மேற்படி இழப்பீட்டுத்தொகையை 1-ம் பார்ட்டியார்*** *செலுத்த தவரும்* ***பட்சத்தில் மேலும் ஒரு (1) மாதம் சிறைத்தண்டனை விதித்து விசாரணை நீதிமன்றம் உத்தரவு பிறப்பித்தது.***

மேற்படி உத்தரவிற்கு எதிராக *நம்மில* ***1-ம் பார்ட்டியார் மாண்புமிகு கோயம்புத்தூர் முதன்மை மாவட்ட நீதிமன்றத்தில் CA No. 326/2023-ல் மேல்முறையீடு செய்து அதில் மேல்முறையீட்டு நீதிமன்றம் விசாரணை நீதிமன்றம் பிறப்பித்த உத்தரவை உறுதிசெய்தது.***

மேற்படி மேல்முறையீட்டு நீதிமன்ற உத்தரவிற்கு எதிராக *நம்மில* ***1-ம் பார்ட்டியார் மாண்புமிகு சென்னை உயர்நீதிமன்றத்தில் CrI. Appeal -ல் வழக்கு தாக்கல் செய்து அது நிலுவையில் உள்ளது. மேலும்*** *நம்மில* ***1-ம் பார்ட்டியார் தொகையில் 20% சதவீத இழப்பீடு நீதிமன்றம் CC.No.373 of 2017-ல் 27.12.2023 தேதியிட்ட State Bank Of India, Banker's Cheque No. 159957-ன் மூலம் ரூ.1,71,300/-ஐ*** *வைப்பீடு* ***செலுத்தியுள்ளார்.***

இந்நிலையில் நமக்குள் ஏற்பட்ட வழக்கு படிக்குமேற்படி வழக்கை நாம் இரு பார்ட்டிகளும் சமாதானமாக முடித்துக்கொள்வதாகவும், நம்மில் 1-ம் பார்ட்டியார் 2-ம் பார்ட்டியாருக்கு முழு மற்றும் இறுதி (FULL AND FINAL SETTLEMENT) செட்டில்மெண்ட்

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தொகையாக ரூ. 8,00,000/- pay order No. 623905 to 623907 dated 06.02.2026 on DBS Bank India Limited, Siddhapudur, Coimbatore மூலம் செலுத்துவது என்றும் அதே 2-ம் பார்ட்டியாரும் முழுசம்மதத்தின் பேரில் பெற்றுக்கொள்வது என்றும் நமக்குள் பேசி ஒப்புக்கொள்ளப்பட்டது.

அதன்படி விசாரணை நீதிமன்றத்தில் 1-ம் பார்ட்டியாரால் வைப்புச் செய்யப்பட்ட தொகை ரூ. 1,71,300/- நம்பில் 1-ம் பார்ட்டியார் உரிய மனு மற்றும் நீதிமன்ற நடைமுறையின் பேரில் எடுத்துக்கொள்ள நம்பில் 2-ம் பார்ட்டியார் தம்முடைய முழு மன சம்மதத்தை தெரிவிக்கிறார். அதற்காக NO OBJECTION. கையெழுத்தும் செய்துகொடுத்துள்ளார், மேலும் தேவைக்கு அதற்கான உரிய கையொப்பம் கொடுப்பார் என இதன்மூலம் உறுதி கூறுகிறார்.

இதன்பொருட்டு நாம் இரு பார்ட்டிகளும் மாண்புமிகு சென்னை உயர்நீதிமன்ற Crl Appeal வழக்கில் தக்க மனு தாக்கல் செய்து உரிய அனுமதி மற்றும் உத்தரவு பெற்று விசாரணை நீதிமன்றம் (கோயம்புத்தூர் விரைவு நீதிமன்றம் (குற்றவியல் நடுவர்) எண்.1) CC.No.373 OF 2017 வைப்பீடு செய்யப்பட்ட தொகை ரூ.1,71,300/-ஐ திரும்ப நம்மில 1-ம் பார்ட்டியார் எடுத்துக்கொள்ளவும் 2-ம் பார்ட்டியார் பரிபூரணமாக ஒப்புக் கொள்கிறார் மேலும் மேற்படி தொகை ரூ.1,71,300/-ஐ நம்மில 1-ம் பார்ட்டியார் நீதிமன்ற தேவைக்காக தனியாக மெமோ ஒன்றினை அவரது வழக்கறிஞர் முன்னிலையில் கையொப்பம் செய்து கொடுத்துள்ளார்.

அவ்வாறு 2-ம் பார்ட்டியார் மேற்படி தொகை ரூ.1,71,300/-ஐ எடுத்துக் கொள்ளும் பட்சத்தில், மேற்படி வழக்கு CC.No.373 OF 2017, CA.No.326 OF 2023 மற்றும் Crl Appeal 2-ம் பார்ட்டியாருக்கு 1-ம் பார்ட்டியாரிடமிருந்து கொடுக்க வேண்டிய தொகை எதுவும் எவ்வகையிலும் கிடையாது என 2-ம் பார்ட்டியார் உறுதி கூறுகிறார்.

அந்த ஒப்பந்த வாசகங்களை மாண்புமிகு சென்னை உயர்நீதிமன்றத்தில் Crl Appeal வழக்கில் தாக்கல் செய்து கொள்ளவும் 2-ம் பார்ட்டியார் பிறப்பிக்கப்பட்டுள்ள நீதிமன்றத்தில் பிறப்பிக்கப்பட்டுள்ள தண்டனை உத்தரவை ரத்து செய்வது 2-ம் பார்ட்டியாருக்கு ஆட்சேபனை இல்லை என்றும் மேற்படி வழக்கை சமாதானத்தின் பேரில் முடித்துக்கொள்ள நாங்கள் இரு பார்ட்டிகளும் மனப்பூர்வமாக ஒப்புக்கொள்கிறோம்.

மேலும் மதுக்கரை மாவட்ட முன்சிப் நீதிமன்றத்தில் OS.NO. 297 OF 2019-ன் என்ற எண்ணில் நிலுவையில் உள்ள வழக்கை நம்பில் 2-ம் பார்ட்டியார் வாபஸ் பெற்றுக்கொள்ளவேண்டியது.

மேற்படி கிரைய ஆவண எண்.562/2012 -ம் மற்றும் அதில் குறிப்பிடப்பட்டுள்ள சொத்தினை பொறுத்து இனி மேற்கொண்டு நம்பில் 2-ம் பார்ட்டியாருக்கு எவ்வித உரிமையையும் அல்லது பிரச்சினையோ கிடையாது என நம்பில் 2-ம் பார்ட்டியார் இதன் மூலம் உறுதி கூறுகிறார்.

மேற்படி சமரச உடன்படிக்கையை சென்னை உயர்நீதிமன்றத்தில் மனுமூலம் ம் பதிவு செய்யவும், இது தொடர்பாக சென்னை உயர்நீதிமன்றத்தில் தேவையான உத்தரவுகளை பெறவும் 1-ம் பார்ட்டியாருக்கு 2-ம் பார்ட்டியார் முழு ஒத்துழைப்பு தரவும், தேவையான மனுக்களின் கையொப்பம் தேவைப்படும் பட்சத்தில் இருதரப்பும் சென்னை உயர் நீதிமன்றத்தில் நேரில் ஆஜராகி சமரசத்தை பதிவு செய்யவும் 2-ம் பார்ட்டியார் 1-ம் பார்ட்டியாருக்கு உறுதிகூறுகிறார்.

இந்த வர்த்தமான மற்றும் புரிந்துணர்வு ஒப்பந்தத்தின் அசல் 1-ம் பார்ட்டியும் நகல் 2-ம் பார்ட்டியும் வைத்துக் கொள்ள வேண்டும். "

5. The learned counsel for the parties have also supplied the translated copy of above said Joint Memorandum of Compromise, dated 06.02.2026, in English, which reads as under:-

"This Memorandum of Understanding executed between

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S.Savarimuthu, Son of Saminatha Pillai, residing in D.No. 136, Kaleeswara Nagar, Kaatoor, Coimbatore, hereinafter called Party No.1 and D. Mani Annadurai, Son of Devarajan, residing in D.No.8/2,2nd Cross, Srinivasa Nagar, Uppilipalayam, Coimbatore, hereinafter called as Party No.2 witnesses as under:-

Party No.2 initiated C.C.No. 373 of 2017 against the Party No.1 on the file of the Judicial Magistrate (Fast Track) Court in Coimbatore for dishonour of cheque under Section 138 of Negotiable Instruments Act in which Party No.1 was convicted and sentenced to simple imprisonment of six months (6) and directed to pay a sum of Rs. 8,56,500 to Party No.2. In default of payment of the said amount, Party No.1 was sentenced to undergo further imprisonment of one month by the Trial Court.

As against the said judgment, Party No.1 filed an appeal in C.A.No. 326/2023 on the file of the Principal District and Sessions Judge at Coimbatore in which the judgment of conviction of the Trial Court was confirmed.

Party No.1 has filed criminal appeal against the judgment by the Appellate Court and the same is pending. Now, Party No.1 has already deposited a sum of Rs.1,71,300 being 20% of the compensation determined by Trial Court by way of Banker's Cheque issued by State Bank of India dated 27.12.2023 bearing No. 159957 before the Trial Cour tot the credit of C.C.No. 373 of 2017.

Since Party Nos 1 &2 mutually arrived at an understanding to settle the dispute outside court, Party No.2 has agreed to receive a sum of Rs.8,00,000 from party No.1 towards the above said dispute in full and final settlement of all the claims from Party No.1. by Pay Order No. 623905 to 623907 dated 06.02.2016 on DBS Bank Limited, Siddapudur, Coimbatore.

Accordingly, Party No.2 expressly consents hereby that the sum of Rs.1,71,300 deposited by Party No.1 in the Trial Court shall be withdrawn by Party No.1 by making appropriate petitions before the Trial Court and Party No.2 has no objection for the same. Party No.2 hereby undertakes to sign in necessary papers for this purpose to enable Party No.1. to withdraw the said amount as stated above.

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Party Nos 1 &2 hereby mutually agree to obtain necessary orders for this purpose from the Hon'ble High Court of Madras in the appeal pending before it for the purpose of withdrawing the sum of Rs.1,71,300 by Party No.1 and Party No.2 has furnished a memo signed by him for this purpose in the presence of his advocate.

Party No.2 states on undertaking that after Party No.1 withdraws the sum of Rs.1,71 300 from the Trial court, no amount is due from Party No1 to Party No.2 with regard to the proceedings in C.C.No. 373 of 2017, C.A.No. 326 of 2023 and Crl.Appeal.

Party Nos 1 & 2 mutually and expressly agree that they have no objection to record these the averments in the Crl Appeal filed before the Hon'ble High Court of Madras and for the setting aside of the conviction and the sentence against Party No.1.

Party No.2 hereby undertakes to withdraw the civil suit in O.S.No. 297 of 2019 filed by him on the file of the District Munsif at Madukarai.

Party No.2 hereby undertakes and declares that he has no sort of rights or interest of any sort hereafter over the propertyr in sale deed in Doc.No. 562/2012.

Party No.2 hereby undertakes to cooperate with Party No.1 in filing this Compromise Memorandum before the High Court of Madras for registering the same by filing necessary petition and to appear in person before the High Court of Madras, if and when necessary, to register this Compromise Memorandum.

The original of this Memorandum of Understanding shall be with Party No.1 and a copy of the same shall be kept by party No.2. "

6. The learned counsel for the Revision Petitioner has submitted that during the pendency of this Criminal Revision Case before this Court, the parties have entered into a Joint Memorandum of Compromise, dated 06.02.2026 to the effect that the Criminal Revision Case shall be settled, in

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accordance with the terms and conditions, as contained therein.

7. The learned counsel for the Revision Petitioner has further submitted that in terms of the said Joint Memorandum of Compromise, the Respondent has agreed for a sum of Rs.8,00,000/- towards full and final settlement, which will be settled by the Revision Petitioner by way of Pay Order No.623905 to 623907, dated 06.02.2026, drawon on DBS Bank India Limited, Siddapudur, Coimbatore and that the parties have further agreed that the Respondent is entitled to withdraw a sum of Rs.1,71,300/-, deposited by the Revision Petitioner before the Trial Court, for which, the Revision Petitioner shall extend his full cooperation, by signing all necessary documents and thus, no amount is due against the Revision Petitioner.

8. The learned counsel for the Respondent has submitted that the Respondent has agreed for a sum of Rs.8,00,000/- towards full and final settlement, which will be settled by the Revision Petitioner by way of Pay Order No.623905 to 623907, dated 06.02.2026, drawon on DBS Bank India Limited, Siddapudur, Coimbatore and that the Revision Petitioner has agreed to extend his full cooperation for withdrawal of the amount of Rs.1,71,300/- deposited by the Revision Petitioner before this Trial Court and thus, no amount is due against the Revision Petitioner.

9. The learned counsel for the Revision Petitioner has further submitted that on the basis of change in circumstances, the parties have entered into a

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Joint Memorandum of Compromise and hence, the learned counsel prayed this Court to compound the offence and to acquit the Revision Petitioner.

10. In support of his arguments, learned counsel for the Revision Petitioner has submitted that in the case of **Damodar S. Prabhu vs. Sayed Babalal H** reported at **2010 (2) SCC (Cri) 1328**, the Hon'ble Apex Court had formulated the guidelines for compounding the offence under section 138 of Negotiable Instruments Act, wherein in para 21, it was pleased to observe as under :-

> *"With regard to the progression of litigation in cheque bouncing cases, the learned Attorney General has urged this Court to frame guidelines for a graded scheme of imposing costs on parties who unduly delay compounding of the offence. It was submitted that the requirement of deposit of the costs will act as a deterrent for delayed composition, since at present, free and easy compounding of offences at any stage, however belated, gives an incentive to the drawer of the cheque to delay settling the cases for years. An application for compounding made after several years not only results in the system being burdened but the complainant is also deprived of effective justice. In view of this submission, we direct that the following guidelines be followed:-*
>
> *THE GUIDELINES*
>
> *(i) In the circumstances, it is proposed as follows:*
>
> *(a) That directions can be given that the Writ of Summons be suitably modified making it clear to the accused that he could make an application for compounding of the offences at the first or second hearing of the case and that if such an application is made, compounding may be allowed by the court without imposing any costs on the accused.*
>
> *(b) If the accused does not make an application for compounding as aforesaid, then if an application for compounding is made before the Magistrate at a subsequent stage, compounding can be allowed*

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subject to the condition that the accused will be required to pay 10% of the cheque amount to be deposited as a condition for compounding with the Legal Services Authority, or such authority as the Court deems fit.

(c) Similarly, if the application for compounding is made before the Sessions Court or a High Court in revision or appeal, such compounding may be allowed on the condition that the accused pays 15% of the cheque amount by way of costs.

(d) Finally, if the application for compounding is made before the Supreme Court, the figure would increase to 20% of the cheque amount."

11. The learned counsel for the Revision petitioner also submitted that in the case of **M/s Meters and Instruments Private Limited and another vs. Kanchan Mehta** reported at **2017 (7) Supreme 558,** the Hon'ble the Apex Court in para 18, was pleased to observe as under :-

i) Offence under Section 138 of the Act is primarily a civil wrong. Burden of proof is on accused in view presumption under Section 139 but the standard of such proof is "preponderance of probabilities". The same has to be normally tried summarily as per provisions of summary trial under the Cr.P.C. but with such variation as may be appropriate to proceedings under Chapter XVII of the Act. Thus read, principle of Section 258 Cr.P.C. will apply and the Court can close the proceedings and discharge the accused on satisfaction that the cheque amount with assessed costs and interest is paid and if there is no reason to proceed with the punitive aspect.

(ii)The object of the provision being primarily compensatory, punitive element being mainly with the object of enforcing the compensatory element, compounding at the initial stage has to be encouraged but is not debarred at later stage subject to appropriate compensation as may be found acceptable to the parties or the Court.

(iii)Though compounding requires consent of both parties, even in absence of such consent, the Court, in the interests of justice, on being satisfied that the complainant has been duly compensated,

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can in its discretion close the proceedings and discharge the accused.

(iv)Procedure for trial of cases under Chapter XVII of the Act has normally to be summary. The discretion of the Magistrate under second proviso to Section 143, to hold that it was undesirable to try the case summarily as sentence of more than one year may have to be passed, is to be exercised after considering the further fact that apart from the sentence of imprisonment, the Court has jurisdiction under Section 357(3) Cr.P.C. to award suitable compensation with default sentence under Section 64 IPC and with further powers of recovery under Section 431 Cr.P.C. With this approach, prison sentence of more than one year may not be required in all cases.

(v) Since evidence of the complaint can be given on affidavit, subject to the Court summoning the person giving affidavit and examining him and the bank's slip being prima facie evidence of the dishonour of cheque, it is unnecessary for the Magistrate to record any further preliminary evidence. Such affidavit evidence can be read as evidence at all stages of trial or other proceedings. The manner of examination of the person giving affidavit can be as per Section 264 Cr.P.C. The scheme is to follow summary procedure except where exercise of power under second proviso to Section 143 becomes necessary, where sentence of one year may have to be awarded and compensation under Section 357(3) is considered inadequate, having regard to the amount of the cheque, the financial capacity and the conduct of the accused or any other circumstances'.

12. The learned counsel for the Revision Petitioner further has relied upon the judgment of Gujarat High Court in the case of **Kripal Singh Pratap Singh Ori vs. Salvinder Kaur Hardip Singh** reported at **2004 Crl. L. J. 3786** wherein, the Gujarat High Court was pleased to observe as under:-

"31. In the circumstances, it is hereby declared that the compromise arrived between the parties to this litigation out of court is accepted as genuine and the order of conviction and sentence passed by the learned JMFC, Vadodara and confirmed in appeal by the learned Sessions Judge, Fast Track Court, Vadodara, therefore, on the given

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set of facts are hereby quashed and set aside as this court intends, otherwise to secure the ends of justice as provided under section 482 Cr.P.C. Obviously the order disposing Revision Application would not have any enforceable effect."

13. The learned counsel for the Revision Petitioner has also relied upon the judgment of Hon'ble the Apex Court in the case of **Vinay Devanna Nayak vs. Ryot Seva Sahkari Bank Limited** reported at **AIR 2008 SC 716** wherein the Hon'ble Apex Court was pleased to observe as under :-

"18. Taking into consideration even the said provision (Section 147) and the primary object underlying Section 138, in our judgment, there is no reason to refuse compromise between the parties. We, therefore, dispose of the appeal on the basis of the settlement arrived at between the appellant and the respondent.

19. For the foregoing reasons the appeal deserves to be allowed and is accordingly allowed by holding that since the matter has been compromised between the parties and the amount of Rs.45,000/- has been paid by the appellant towards full and final settlement to the respondent-bank towards its dues, the appellant is entitled to acquittal. The order of conviction and sentence recorded by all courts is set aside and he is acquitted of the charge levelled against him."

14. The learned Counsel for the Revision Petitioner submits that this Court has already decided a similar issue, vide judgment and order, dated ***19.09.2025 in Crl.R.C.(MD)No.875 of 2025 [K.Balachenniappan Vs Jeyakrishnan].*** The learned counsel argues that the present revision petitioner's case is fully covered by the aforesaid judgment and prays that the present Revision Petition may be disposed of in the same terms.

15. The learned counsel for the Revision Petitioner has further argued that the law regarding compounding of offences under the Negotiable Instruments

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Act is very clear and is no more res-integra and that the offences under the Negotiable Instruments Act can be compounded, even at any stage of the proceedings. The learned counsel submits that in terms of the aforesaid law laid down by the Hon'ble Supreme Court, the parties may be permitted to compound the offence and the conviction of the Revision Petitioner be set aside.

16. The learned counsel for the Respondent has submitted that in view of the said Joint Memo of Compromise, entered into between the parties and the matter has been settled amicably between the parties, the Respondent has no objection for compounding the offence and the parties may be permitted to compound the offence and the conviction of the Revision Petitioner may be set aside.

17. This Court considered the submissions of the learned counsel for the Petitioner and the learned counsel for the Respondent and also perused the entire materials placed on record.

18. Considering the facts as narrated above, the following question arose for consideration:-

'Whether the order passed by the Appellate Court confirming the conviction of the trial court under section 138 of Negotiable Instruments Act can be nullified by the High Court on the basis of compromise entered between the parties'

19. Before answering the aforesaid question as framed, it is pertinent to examine the relevant provisions of the BNSS as well as the Negotiable

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Instrument Act, namely, Section 359 of BNSS and Section 147 of Negotiable Instruments Act, which read as under:-

Section 359 of BNSS:- Compounding of Offences -

1) The offences punishable under the sections of the Bharatiya Nyaya Sanhita, 2023 specified in the first two columns of the Table next following may be compounded by the persons mentioned in the third column of that Table:-

2)The offences punishable under the sections of the Bharatiya Nyaya Sanhita, 2023 specified in the first two columns of the Table next following may, with the permission of the Court before which any prosecution for such offence is pending, be compounded by the persons mentioned in the third column of that Table:-

3) When an offence is compoundable under this section, the abetment of such offence or an attempt to commit such offence (when such attempt is itself an offence) or where the accused is liable under sub section (5) of section 3 or section 190 of the Bharatiya Nyaya Sanhita, 2023 (45 of 2023), may be compounded in like manner.

(4)(a) When the person who would otherwise be competent to compound an offence under this section is a child or of unsound mind, any person competent to contract on his behalf may, with the permission of the Court, compound such offence; (b) When the person who would otherwise be competent to compound an offence under this section is dead, the legal representative, as defined in the Code of Civil Procedure, 1908 (5 of 1908) of such person may, with the consent of the Court, compound such offence.

(5) When the accused has been committed for trial or when he has been convicted and an appeal is pending, no composition for the offence shall be allowed without the leave of the Court to which he is committed, or, as the case may be, before which the appeal is to be heard.

(6) A High Court or Court of Session acting in the exercise of its powers of revision under section 442 may allow any person

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to compound any offence which such person is competent to compound under this section.

(7) No offence shall be compounded if the accused is, by reason of a previous conviction, liable either to enhanced punishment or to a punishment of a different kind for such offence.

(8) The composition of an offence under this section shall have the effect of an acquittal of the accused with whom the offence has been compounded.

(9) No offence shall be compounded except as provided by this section.

Section 147 of the Negotiable Instrument Act :'

"Notwithstanding anything contained in the Code of Criminal Procedure, 1973 (2 of 1974), every offence punishable under this Act shall be compoundable."

20. It is well settled that inherent power of the Court can be exercised only when no other remedy is available to the litigants and nor a specific remedy as provided by the statute. It is also well settled that if an effective, alternative remedy is available, the High Court will not exercise its inherent power, especially when the Revision Petitioner may not have availed of that remedy. The power can be exercised by the High Court to secure the ends of justice, prevent abuse of the process of any court and to make such orders as may be necessary to give effect to any order under this Code or Act, depending upon the facts of the given case. This Court can always take note of any miscarriage of justice and prevent the same by exercising its power. These powers are neither limited, nor curtailed by any other provision of the Code or Act. However, such inherent powers

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are to be exercised sparingly and with caution.

21. In the instant case, it is true that the appeal was dismissed and the conviction and sentence was upheld by the appellate court, but it cannot be lost sight of the fact that this Court has power to intervene in exercise of its power only with a view to do the substantial justice or to avoid a miscarriage and the spirit of compromise arrived at between the parties. This is perfectly justified and legal too.

22. I have considered the judgments cited by the learned counsel for the Revision Petitioner and the other decisions of the Honourable Supreme Court and I do not think it necessary to enlist those decisions, which are taken into consideration for the purpose of the present proceedings.

23. In the instant case, the Revision Petitioner is invoking the inherent power of this court after dismissal of the appeal confirming his conviction and sentence. In these circumstances, I have to examine as to whether for entertaining the aforesaid case, any special circumstances are made out or not, so it can be legitimately argued and inferred and held that in all cases where the Revision Petitioner is able to satisfy this Court that there are special circumstances which can be clearly spelt out subsequent proceeding invoking inherent power of this court can be modified and cannot be thrown away on that technical argument as to its sustainability once the contesting parties entered into subsequent compromise.

24. In view of the decisions rendered in the judgment dated ***19.09.2025 in***

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Crl.R.C.(MD)No.875 of 2025 [K.Balachenniappan Vs Jeyakrishnan] and taking into account the fact that the parties have settled the dispute amicably by way of compromise, this Court is of the view that the compounding of the offence as required to be permitted.

25. In view of the settlement arrived at between the parties and the Joint Memo of Compromise, this Court is of the view that the dispute between the parties has been amicably resolved. Section 147 of the Negotiable Instruments Act provides that offences punishable under the said Act shall be compoundable. Since the Respondent/Complainant has voluntarily agreed for settlement and has received the entire amount agreed between the parties, there is no impediment for this Court to permit compounding of the offence in the interest of justice.

26. In the result, this Criminal Revision Case **is disposed of, in terms of Joint Memorandum of Compromise,** arrived at between the parties to this litigation out of Court.

27. The impugned judgement of conviction and sentence, dated 20.09.2025, made in C.A.No.326 of 2023, by the Principal District and Sessions Judge, Coimbatore, confirming the judgment, dated 24.08.2023, made in C.C.No.373 of 2017, by the Judicial Magistrate (FTC) at Magisterial Level-II, Coimbatore, is hereby **modified**.

28. The conviction and sentence made under Section 138 of the Negotiable Instruments Act in C.C.No.373 of 2017 **stands anulled** as this Court

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intends, otherwise to secure the ends of justice. The Revision Petitioner shall be treated as **acquitted** on account of compounding of the offence with the complainant/person affected.

29. The Respondent is permitted to file appropriate application before the Trial Court for withdrawal of the aforesaid amount, deposited by the Revision Petitioner before the Trial Court, within a period of three weeks from the date of receipt of a copy of this order and if any such application is filed by the Respondent, the Trial Court is directed to release the aforesaid amount in favour of the Respondent, within a period of three weeks thereafter.

30. The Registry is directed to send a copy of this order to the Trial Court concerned for its compliance and information, immediately.

13-10-2026

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

SRCM

To

1. Tthe Principal District and Sessions Judge, Coimbatore
2. The Judicial Magistrate (FTC) at Magisterial Level-II, Coimbatore

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SHAMIM AHMED, J.

SRCM

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