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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07-10-2026

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THE HON'BLE MR.JUSTICE SHAMIM AHMED

CRL RC Nos.1319, 1285 & 1287 OF 2024

Thangam Rice Mandi,
Rep.by its Proprietor P.Jayaprakash

..Petitioner in all petitions(s)

Vs

M/s. Navarathinam Rice Traders,
Rep. by its Proprietrix, Mrs. Navarathinam

..Respondent in all petitions(s)

PRAYER: These revisions cases have been filed seeking to set aside the conviction and sentence confirmation dated 30.04.2024 awarded in Crl.A.Nos.183, 182 & 185 of 2023 on the file of the IV Additional District Judge, Ponneri confirming the Trial Court Judgment Dated 19.07.2023 in STC.No.594, 595 & 596 of 2019 on the file of the Judicial Magistrate No.II, Ponneri and acquit the Petitioner.

For Petitioner(s): No appearance

For Respondent(s): Mr. M Karthikeyan for Ms.R. Meenakshi Devi.

COMMON ORDER

These Criminal Revision Cases are directed against the judgment dated 30.04.2024 passed by the learned IV Additional District Judge, Ponneri, in Crl.A.Nos.183, 182 & 185 of 2023, confirming the conviction and sentence

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imposed on the petitioner by the learned Judicial Magistrate No.II, Ponneri, in STC.No.594, 595 & 596 of 2019, dated 19.07.2023, for the offence under Section 138 of the Negotiable Instruments Act, 1881.

2.This Court, by order dated 27.08.2025, passed the following order:

> These Criminal Miscellaneous Petitions have been filed by the petitioner, seeking to suspend the conviction and sentence imposed on him by the learned IV Additional District Judge, Thiruvallur at Ponneri vide judgment dated 30.04.2024 in Crl.A.Nos.185, 182 & 183 of 2023 confirming the judgment dated 19.07.2023 passed in S.T.C.Nos.596, 595 & 594 of 2019 on the file of the Judicial Magistrate No.II, Ponneri and enlarge the petitioner on bail pending disposal of the above Criminal Revisions Petitions.
>
> 2.The petitioner/accused in S.T.C.Nos.596, 595 & 594 of 2019, respectively, on a private complaint filed by the respondent for offence under Section 138 of the Negotiable Instruments Act was convicted by the Trial Court by judgment dated 19.07.2023 and sentenced to undergo six months simple imprisonment and to pay a compensation of Rs.15,00,000/-, in default, to undergo two months simple imprisonment. Aggrieved against the said judgment, the petitioner preferred an appeals before the IV Additional District Judge, Thiruvallur at Ponneri in Crl.A.Nos.185, 182 &

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183 of 2023, respectively. The learned District Judge, by judgment dated 30.04.2024, dismissed the appeals confirming the conviction and sentence passed by the trial Court, against which, he preferred revisions before this Court in Crl.R.C.Nos.1285, 1287 & 1319 of 2024, respectively, along with the instant miscellaneous petitions seeking suspension of sentence and bail.

3.This Court, by order dated 19.08.2024, had passed the following order:

"The learned counsel appearing for the petitioner submits that there was business transaction between him and the complainant. The cheques were given only as security. Due to Covid situation, the business could not proceed as projected. Due to short fall in the commitment given, the cheques given as security has been deposited without authority. When the cheques were presented for collection, returned with a memo stating that "Exceeds Arrangement", hence a case filed against him.

2.*The learned counsel for the petitioner at this stage submits that from 25.07.2024 he may be given some time to pay the balance amount. This Court has directed petitioner to pay the 50% of the cheque amount in each cases which comes around Rs.14,90,726/-. He further submits that the petitioner is ready to pay the amount and seeks one week time to pay 20% of the cheque amount to the respondent on or before 27.08.2024 and produce the proof of the same. For the balance of 30% of the cheque amount, he needs three weeks time.*

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3.*The learned counsel appearing for the respondent request is that let petitioner prove his bonafide by paying Rs.5,96,290/- the 20% as agreed earlier.*

4.*Post the matter on 27.08.2024."*

4.In continuation and conjunction to the earlier order passed by this Court on 19.08.2024, today, three Demand Drafts aggregating to a sum of Rs.5,96,295/- (Rupees Five Lakh Ninety Six thousand Two hundred and Ninety Five only) drawn on State Bank of India, Koyambedu branch towards payment of 20% of the cheque amount in each case has been handed over to the respondent/complainant and a copy of the same produced before this Court. The details of cheque amount are as follows:

Crl.R.C.No.1285/ 2024	**Crl.R.C.No.1287/ 2024**	**Crl.R.C.No.1319/ 2024**	**Total**
Cheque Amount Rs.11,57,925/-	Cheque Amount Rs.6,86,070/-	Cheque Amount Rs.11,37,457/-	Rs.29,81,452/-
20% of the cheque amount Rs.2,31,585/-	20% of the cheque amount Rs.1,37,215/-	20% of the cheque amount Rs.2,27,495/-	Rs.5,96,295/-
30% of the cheque amount Rs.3,47,377/-	30% of the cheque amount Rs.2,05,821/-	30% of the cheque amount Rs.3,41,237/-	Rs.8,94,435/-

5.The learned counsel for petitioner submitted that the petitioner is in prison from 25.07.2024. The petitioner has got a family, he has deep roots and he will not evade justice. He is taking all earnest steps to

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settle the respondent/complainant. Once he comes out, he would negotiate and arrive at an amicable settlement with the respondent.

6.Considering the fact that 20% of the cheque amount, i.e., Rs.5,96,295/- has been paid by the petitioner and also considering the period of incarceration and the willingness of the petitioner to resolve the issue, this Court is of the view that the petitioner shall pay 30% of the cheque amount thereof within a period of four weeks and thereby pay 50% of the cheque amount. It is open to the petitioner to have negotiation with the respondent and to arrive at a settlement. Further, the offence for which the petitioner convicted is a bailable offence and there seems to be a commercial transaction and taking note of the fact that the petitioner is willing to negotiate with the respondent, this Court is inclined to suspend the substantial sentence imposed on the petitioner.

7. Accordingly, the substantial sentence of imprisonment imposed on the petitioner is suspended with the following conditions:

(i)The petitioner is directed to execute a personal bond before the Superintendent of Police, Central Prison-I, Puzhal, Chennai and on execution of the same, the Superintendent of Police shall release the petitioner.

(ii)Thereafter, the petitioner shall deposit a sum of Rs.8,94,435/- (Rupees Eight Lakhs Ninety Four thousand Four hundred and Thirty Five only) (30% of

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the cheque amount) to the credit of S.T.C.Nos.596, 595 & 594 of 2019, respectively, on the file of Judicial Magistrate No.II, Ponneri within a period of four weeks from the date of release.

(iii) Thereafter, the petitioner shall execute a bond for Rs.10,000/- with two sureties, each for a likesum to the satisfaction of the Trial Court, within a period of 15 days.

(iv)The petitioner / accused and the sureties shall affix their photographs and Left Thumb Impressions in the surety bonds and the Magistrate may obtain a copy of their Aadhaar Cards or Bank Pass Book to ensure their identities.

8. Accordingly, these Criminal Miscellaneous Petitions are ordered.

9. Post these cases on 04.10.2024 'For reporting compliance'.

3.The learned counsel appearing for the respondent submits that the aforesaid order was not complied with by the petitioner. In view of the non-compliance, the Coordinate Bench of this Court, by order dated 09.09.2026, passed the following order:

There is no representation for the petitioners.

2. The learned counsel for the respondents would submit that the petitioners had deposited 20% of the cheque amount to the respondents and that this Court,

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by a common order dated 27.08.2024 in Crl.M.P.Nos.11227, 11231 & 11358 of 2024 in Crl.R.C.Nos.1285, 1287 & 1319 of 2024, had suspended the sentence on further condition that the petitioners should deposit 30% of the cheque amount, which is Rs.8,94,435/-.

3. The learned counsel for the respondents would submit that the petitioners had not made the said deposit so far.

4. The learned Judicial Magistrate No. II, Ponneri, is directed to verify whether the petitioners had deposited Rs.8,94,435/- to the credit of STC.Nos.594, 595 and 596 of 2019 and, if the petitioners had not made the deposit, to take steps to secure the petitioners to serve the sentence and file a report on the action taken.

5. Call on 07.10.2026.

4. The case of the respondent/complainant is that the petitioner, in discharge of the liability arising out of credit purchases of rice, issued three cheques for a total sum of Rs.29,81,452/-, which were dishonoured for the reason “Exceeds Arrangements”. Despite receipt of the statutory notice, the petitioner neither paid the cheque amount nor issued a reply. The trial Court convicted the petitioner and sentenced him to undergo six months' simple

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imprisonment and to pay compensation of Rs.15,00,000/-, in default to undergo two months' simple imprisonment. The appellate Court confirmed the conviction and sentence.

5.The principal grounds raised in the revision are that the complainant failed to establish a legally enforceable debt, did not produce regular accounts, had no direct business transaction with the petitioner, and that the complaint was barred by limitation. It is further contended that the Courts below failed to properly appreciate the evidence.

6.This Court has carefully considered the submissions and perused the judgments of the Courts below. The petitioner has admitted the signatures on the cheques and, in his evidence as D.W.1, acknowledged the rice purchases, the corresponding bills and the liability reflected therein. The complainant produced the credit bills, cheques, bank return memos and statutory notice. In these circumstances, the statutory presumptions under Sections 118(a) and 139 of the Negotiable Instruments Act arise in favour of the complainant.

7.In *Basalingappa v. Mudibasappa*, (2019) 5 SCC 418, the Hon'ble Supreme Court held that the presumption is rebuttable and that the accused may discharge the burden on a preponderance of probabilities. However, in the present case, the concurrent findings disclose that the petitioner failed to

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establish a probable defence to rebut the statutory presumption. The mere non-production of regular accounts, or the plea that the transactions were with the complainant's husband, does not, in the face of the petitioner's own admissions and the documentary evidence, displace the said presumption. The principles reiterated in *Ashok Singh v. State of Uttar Pradesh*, 2025 INSC 383, also do not warrant a different conclusion on the facts of this case.

8.The contention regarding limitation is equally untenable. The statutory notice was received in August 2019, and the complaint was filed on 03.09.2019. On the dates reflected in the record, the complaint was filed within the period prescribed under Section 142 of the Negotiable Instruments Act. No ground is made out to interfere with the concurrent findings of the Courts below, which disclose no perversity or material illegality warranting exercise of the revisional jurisdiction of this Court.

9.Pursuant thereto, the learned Judicial Magistrate No.II, Ponneri, submitted a report dated 06.10.2026, stating that the petitioner had failed to deposit the amount of Rs.8,94,435/- as directed by this Court and that a non-bailable warrant had been issued, pursuant to which the petitioner was produced before the Court.

10.The continued non-compliance with the orders of this Court, despite

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the opportunities afforded, reinforces the absence of any satisfactory justification for granting the relief sought. Considered cumulatively with the findings of the Courts below, this Court finds no ground to interfere with the impugned judgment.

11.Accordingly, these Criminal Revision Cases are dismissed. The conviction and sentence imposed by the trial Court, as confirmed by the appellate Court, are upheld.

12.The learned Judicial Magistrate No.II, Ponneri, is directed to take necessary steps, in accordance with law, to secure the petitioner's presence, recover the amount due in terms of the subsisting orders of this Court, and give effect to the sentence, including any remaining period of imprisonment, in accordance with law. No costs.

07-10-2026

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Neutral citation:Yes/No

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To

1.The IV Additional District Judge, Ponneri

2.The learned Judicial Magistrate No.II, Ponneri

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07-10-2026

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