IN THE SUPREME COURT OF INDIA
CRIMINAL APPELLATE JURISDICTION

Criminal Appeal No(s). 2175/2026
[@ SPECIAL LEAVE PETITION (CRIMINAL) NOS. 15884/2025]

C.J. YUVAN KARTHIK — **Appellant(s)**

VERSUS

M. JEYAKARAN PANDIAN — **Respondent(s)**

O R D E R

1. Leave granted.

2. Heard learned counsel for the parties.

3. This appeal impugns judgment and order of the High Court of Judicature at Madras at Madurai[1] dated 09.07.2025 passed in Criminal R.C. (MD) No. 28/2023 and Criminal M.P. (MD) No. 468/2023.

[1] **High Court**

4. By the impugned order dated 09.07.2025, the revision of the appellant against the appellate order of the Additional District and Sessions Judge, Thanjavur, Thanjavur District dated 28.09.2022 in Criminal Appeal No.13/2021 was dismissed thereby affirming the conviction of the appellant under Section 138 of the Negotiable Instruments Act, 1881[2].

5. On 10th April, 2026, the learned counsel for the appellant submitted that parties have arrived at a compromise and, therefore, he needs time to bring on record the settlement.

6. Today, learned counsel for the appellant submitted that on 22.03.2026 there had been a compromise between the parties. Copy of the said compromise/ settlement has been placed before us during the hearing. The relevant terms and conditions of the

[2] N.I. Act

compromise are extracted below:

"1. Settlement Amount"

The First Party paid a total sum of Rs. 5,00,000/- (Rupees Five Lakhs only) towards full and final settlement of all claims, including the cheque amount, interest, costs and compensation on 24.09.2025.

2. Acknowledgment:

The Second Party acknowledges receipt of the aforesaid amount in full satisfaction of all his monetary claims against the First Party arising out of or in connection with Cheque No. 150159 dated 02.04.2014.

3. Withdrawal and Disposal of Proceedings:

- **The Second Party undertakes to state before the Hon'ble Supreme Court that the matter has been amicably settled and that he has no**

objection to quashing of all proceedings arising from C.C. No. 109/2014.

- **The Parties agree to request the Hon'ble Supreme Court to record this settlement and dispose of the Special Leave Petition accordingly.**

4. No Further Claims:

Upon execution of this Agreement and receipt of the settlement amount, the Second Party shall have no further claim, demand or grievance of any kind against the First Party, and both parties shall not initiate any civil or criminal proceedings against each other in respect of the said transaction.

5. Mutual Release:

The Parties mutually release each other from all liabilities, claims and causes of action, past or

future, arising out of the cheque transaction or connected proceedings.

6. Representation before Court:

The Parties agree to appear virtually or through their respective Advocates-on-Record before the Hon'ble Supreme Court of India to submit this Compromise Agreement for appropriate orders.

7. Binding Effect:

This Agreement shall be binding on the Parties, their heirs, legal representatives, successors, and assigns."

7. Based on the aforesaid compromise, the learned counsel for the appellant by relying on few decisions of this Court prayed that this Court may in exercise of its power under Article 142 of the Constitution of

India bring a quietus to the litigation between the parties and set aside the conviction on account of settlement/compromise between the parties.

8. The learned counsel for the respondent has no objection to the matter being decided in terms of the compromise as the payment has already been received by the complainant/respondent.

9. Having regard to the above and by taking into consideration the provisions of Section 147 of the N.I. Act and the law laid down by this Court (*vide Damodar S. Prabhu v. Sayed Babalal H*[3]*; Raj Reddy Kallem v. State of Haryana*[4]*; B. V. Seshaiah v. State of Telengana and another*[5] *and Gian Chand Garg v. Harpal Singh and another*[6]) that an offence punishable under Section 138 N.I. Act is compoundable with the consent of parties at any stage, even after conviction,**

3[3] (2010) 5 SCC 663
4[4] (2024) 8 SCC 588
5[5] (2023) 18 SCC 512
6[6] 2025 SCC OnLine SC 2317

we deem it appropriate to set aside the impugned conviction order and allow this appeal in terms of the Settlement.

10. The appeal is allowed in the aforesaid terms.

11. Pending application(s), if any, shall stand disposed of.

……J
[MANOJ MISRA]

……J
[MANMOHAN]

New Delhi
April 27, 2026

ITEM NO.39 COURT NO.14 SECTION II-C

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Criminal Appeal No(s). 2175/2026
[@ SPECIAL LEAVE PETITION (CRIMINAL) NOS. 15884/2025]

C.J. YUVAN KARTHIK **Appellant(s)**

VERSUS

M. JEYAKARAN PANDIAN **Respondent(s)**

IA No. 243579/2025 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT

Date : 27-04-2026 This matter was called on for hearing today.

CORAM :
HON'BLE MR. JUSTICE MANOJ MISRA
HON'BLE MR. JUSTICE MANMOHAN

For Appellant(s) : Mr. Vairawan A.s, AOR

For Respondent(s) : Miss Jaswanthi. A, AOR

UPON hearing the counsel the Court made the following
O R D E R

1. Leave granted.

2. The appeal is allowed in terms of the signed order placed on the file.

3. Pending application(s), if any, shall stand disposed of.

(CHETAN ARORA) **(SAPNA BANSAL)**
ASTT. REGISTRAR-cum-PS **COURT MASTER (NSH)**

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