



**IN THE COURT OF THE XVI ADDITIONAL SESSIONS AND
CITY CIVIL COURT, CHENNAI – 01.**

PRESENT: Thiru. C. Sanjai Baba.B.A., L.L.B.,
XVI Additional Sessions Judge (FAC)

Friday, the 21st day of August 2026

Criminal Appeal No.393/2024

(CNR.No.TNCH01-020129-2024)

1.Bhavani Traders,
Represented by its
Authorized Signatory Mr.Baskar A.R.
No.01, Swami Nagar,
Kovil Pathagai Main Road,
Avadi, Chennai – 600 062.

2.Mr.Baskar A.R.
Proprietor of Bhavani Traders,
No.3/33, Kannaki Street, Prem Nagar,
Pozhichalur, Chennai – 600 074.
Old No.26, 6th Main Road,
Banu Nagar, Pudur, Chennai – 600053.

....Appellants/Accused

Vs.

M/s.Vel Ventures,
Represented by its Partners of Mr.Prayul K. Jain,
Having Office at
15, Vasu Street, 2nd Floor,
Kilpauk, Chennai – 600 010.
Represented by its Power Agent
Mr.Prakash V. Bhatt

....Respondent/Complainant



This Criminal appeal was taken on file on 11.06.2024 and coming on 18.08.2026 before me in the presence of M/s.Dr.N.Moorthi and M.Evangeline, counsels for the Appellants/Accused, and of M/s.R.Meenakshi Devi, A.S.Neela Narayani, M.Abdul Rahman and M.Arifa Thasneem, counsels for Respondent/Complainant and having stood over this day for consideration, this court delivered the following.

JUDGMENT

1) This Appeal has been filed by the appellants to set-aside the order passed by the Learned XXVI Metropolitan Magistrate Court, Egmore, Chennai has convicted the accused as found guilty u/s.138 of NI Act.

2) Joint memo of compromise filed. Both parties present. The Joint memo of compromise filed under Section 147 of Negotiable Instruments Act was recorded by this court on 18.08.2026.

3) From the joint memo of compromise, this court finds that the parties with the intervention of well-wishers, have amicably resolved all their disputes relating to the subject matter of the above proceedings. The settlement has been arrived at voluntarily with free consent, without any force, coercion, undue influence or misrepresentation. The parties have accordingly entered into an Understanding incorporating the terms and conditions of the settlement. The said Understanding



forms part of this Joint Memo and may be read as an integral part hereof. As per the terms of the settlement, the parties have mutually agreed that a total sum of Rs.4,00,000/- shall constitute the full and final settlement of all claims arising out of STC.No.4616/2024.

4)The terms of the settlement agreement as follows:

i) the Appellant/accused has paid a sum of Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand Only) to the respondent during the pendency of the trial proceedings on various dates, which has been acknowledged by the respondent;

ii) Pursuant to the order passed while suspending the sentence in the present appeal, the appellant has deposited a sum of Rs.1,63,600/- (Rupees One Lakh Sixty Three Thousand and Six Hundred Only) before the trial court. The parties agreed that the respondent shall be entitled to withdraw the said amount by filing appropriate application before the trial court and the appellant shall have no objection whatsoever for such withdrawal.

iii)Further the appellant has paid a sum of Rs.1,10,000/- (Rupees One Lakh and Ten Thousand Only) to the respondent by way of demand draft bearing No.960441 dated 20.07.2026. The appellant has also paid the balance settlement amount of Rs.1,400/- (Rupees One Thousand and Four Hundred Only) to the respondent on 30.07.2026, thereby fully discharging the entire settlement amount of Rs.4,00,000/-



agreed between the parties.

5) Now this Court endorses that the total payment of Rs.4,00,000/- (Rupees Four Lakhs only) has been received by the Complainant towards full and final settlement and there is no due payable by the accused to the Complainant.

6) In view of the judgment of the Hon'ble Supreme Court reported in M/s. Metre and Instruments Pvt. Ltd. v/s Kanchan Metha Case, compounding of the offence u/s.138 of the NI Act stands allowed.

7) In the result, this appeal stands disposed. Conviction and sentence passed by the Learned XXVI Metropolitan Magistrate Court, Egmore, Chennai, in STC.No.4616/2024, dated 23.04.2024 is set-aside. Accused Acquitted. Bail bond, if any, Stands Cancelled. No Costs.

Dictated directly to the steno, corrections carried out, printout taken, and pronounced by me in the open court on this 21st day of August 2026.

XVI Addl. Sessions Judge,(FAC)
City Civil Court, Chennai.

Copy to:

The XXVI Metropolitan Magistrate Court, Egmore, Chennai.



Draft/Fair Judgment
C.A No.393/2024
Dt.:21.08.2026
XVI Addl Court,
Chennai.