

IN THE COURT OF THE JUDICIAL MAGISTRATE AT SIRKALI

Present: Thiru. R.Kailaash B.A.,B.L.,
Judicial Magistrate,
Sirkali.

Friday, the 13th day of March 2026

S.T.C.No.1051/2024
CNR.No.TNMY - 003446-2024

1.	Details of the Complainant	:	Basheer Ahamed S/o. Abdulsalam, Business No.58, Main road, Kovilpathu Post, Sirkali Tk, Mayiladuthurai Dt.
2.	Details of the Accused	:	M.Mohamed Hasim S/o.Mohamed Rabik, Business No.3/163, Main road, Punganoor Post, Sirkali Tk, Mayiladuthurai Dt.
3.	Date of Complaint	:	24.07.2024
4.	Commencement of Trial	:	01.08.2024
5.	Closure of Trial	:	28.01.2026
6.	Judgment	:	13.03.2026
7.	Reason for Delay	:	Warrant Pending

This case was taken cognizance on 01.08.2024 and came up for final hearing on 10.03.2026 in the presence of Mr.S.Swaminathan counsel for the complainant and Mr.S.Aravinthraj, counsel for the accused. After hearing the submissions, upon perusing the materials on record and having stood over for consideration till this day, this court delivers the following:-

JUDGMENT

The complainant has filed this complaint U/s.223 of Bharatiya Nagarik Suraksha Sanhita r/w section 138 & 142 of the Negotiable Instrument Act against the accused alleging that, the accused has committed the offence u/s.138 of N.I Act and prayed for awarding suitable punishment to the accused according to law and for award of compensation to him.

2. The case of the complainant is as follows:

The accused and the complainant are known to each other. On that basis, in the year 2021 for meeting out his business development expenses the accused borrowed a sum of **Rs.5,50,000/-** from the complainant as loan and on 16.10.2023 he had also executed a hand letter accepting the debt. Later, when the complainant insisted for repayment of loan, in order to discharge the said loan, on **13.05.2024** the accused issued a post-dated cheque which is dated as **14.06.2024** bearing No.**000642** in favour of the complainant, drawn on **ICICI Bank, Sirkali Branch**. When at the request of the accused, he presented the cheque for collection on **14.06.2024** through his banker viz.**Indusind Bank, Sirkali Branch**, it was returned unhonoured on **15.06.2024** for the reason “**Account Closed**”. Therefore, the complainant issued a registered legal notice to the address of the accused on **26.06.2024** demanding him to settle the cheque amount within 15 days. The said notice was served on **29.06.2024**. Since the accused did not pay the cheque amount, this complaint was filed before this court on **24.07.2024**.

3. After filing of the complaint, at the pre-summoning itself the complainant was examined and exhibits were marked. sworn statement of the complainant was recorded. Then, this court took cognizance of the offence u/s 138 of NI Act and on satisfaction that there are sufficient grounds available to proceed against the accused, summon was issued to the accused. After his

appearance, copies of material documents were furnished u/s 230 of BNSS at free of cost. Then, the substance of accusation in this case was explained to the accused u/s 274 of BNSS for which the accused pleaded as 'False case' and so the case was posted for trial.

4. The case of the accused is as follows:

The accused has not defended this case in a fullfledged manner for the reasons best known to him. He chose not to issue reply to the demand notice of the complainant, he chose not to cross examine the complainant and also he failed to adduce any evidence on his part even after grant of several opportunities.

5. On behalf of the complainant, she herself was examined as **P.W.1** and **Ex.P1-P6** were marked. On behalf of the accused, no witnesses were examined and no documents were marked.

6. Heard both sides. Perused the materials and documents available on record.

7. After completion of trial, when this case was posted for argument, the parties to the case decided to settle the dispute on hand out of the court. Accordingly, final settlement has been reported on the previous hearing. The complainant filed a petition under section 147 of the Negotiable Instruments Act, 1881 signed by the complainant and both counsels. In view of the compromise, both the sides prayed for compounding of this offence. Considering the facts and circumstances of the case on hand, the nature of relationship between the parties and also considering the fact that the offence under section 138 of NI Act is compoundable in nature, this court allowed the said petition on satisfaction that the dispute between the parties are settled out of the court. Both the parties have acknowledged the factum of settlement of dispute out of the court and prayed for acquittal of the accused from this case.

This court deems it fit to compound the case on hand for the reasons as stated above.

In the result, the compromise arrived between the parties is accepted and the accused is acquitted from the offence under section 138 of the Negotiable Instruments Act, 1881 and he is set at liberty. No property is involved in this case. The bail bond executed by the accused and his sureties stands cancelled.

Dictated to typist, typed by him, corrected by me and pronounced by me in the open court on this 13th day of March 2026.

Judicial Magistrate,
Sirkali.

List of witnesses examined on the complainant's side:

P.W.1- Basheer Ahamed (Complainant)

List of exhibits marked on the side of complainant through P.W.1:

1.	Ex.P1	The cheque bearing No.000642 dated 14.06.2024
2.	Ex.P2	Return Memo dated 15.06.2024
3.	Ex.P3	Office copy of statutory legal notice dated 26.06.2024
4.	Ex.P4	Postal Acknowledgement dated 29.06.2024
5.	Ex.P5	Confirmation deed dated 16.10.2023
6.	Ex.P6	CSR No.164/2024 dated 03.05.2024

List of witnesses examined/Documents marked on the side of the accused :NIL

Judicial Magistrate,
Sirkali.