# IN THE COURT OF THE II ADDITIONAL DISTRICT & SESSIONS JUDGE, THANJAVUR.

**Present : Thiru.P.Nagarajan, M.A.,M.L.,**
**II Additional District and Sessions Judge, Thanjavur.**

**Saturday the 4th day of July 2026**
**(Thiruvalluvar Andu 2057 – Aani Matham 20th day)**

**Criminal Appeal.No.28/2026**

**(CNR.No.TNTJ01-008162-2025**

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| Name of the trial court | Judicial Magistrate (Fast Track) Court, Thanjavur. |
| Case of the trial court | S.T.C.No.63/2017 |
| Appeal Number | C.A.No.28/2026 |
| Appellant /Accused Name and Address | D.Padmanaban, aged 68/2025,<br>S/o.T.R.Dharmarajan,<br>Saravana Industries,<br>Plot No.7,<br>SIDCO Industrial Estate,<br>Nanjikkottai Road, Thanjavur 613 006. |
| Respondent/Complainant Name and Address | R.Dhinakaran, aged 67/2025,<br>S/o.(Late) Ramasamy,<br>No. 2547 Raja Gopalasamy Street,<br>Thanjavur. |
| Findings of the trial court. | In the result, the 2nd accused was found guilty and convicted for the offence u/s.255(2) and sentenced to undergo simple imprisonment for 1 year and also pay Rs.4,00,000/- compensation within one month indefault sentenced to undergo simple imprisonment for 2 months u/s.357(3) of Cr.P.C. seeking |

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| | suspension of the sentence so as to enable him to prefer appeal against the judgment and sentence. |
| Whether the sentence imposed is confirmed, modified or reversed | Confirmed |
| Date of presentation of Appeal | 19.12.2025 & 19.01.2026 at Principal Sessions Court, Thanjavur. |
| Date of filing of Appeal | 10.02.2026 at Principal Sessions Court, Thanjavur. |
| Date of made over to this court and received by this court | Made over on 16.02.2026, received on 20.02.2026. |
| Date of final hearing | 29.06.2026 |
| Date of Judgment | 04.07.2026 |

This criminal appeal was taken on file on 10.02.2026 on the file of the Principal Sessions Court, Thanjavur and made over to this court for disposal. In this court, this appeal came up for final hearing on 29.06.2025 in the presence of **Thiru.K.Mohanasundaram,** Advocate for Appellant/Accused and **Thiru.P.Lenin,** Advocate for Respondent/Complainant and of hearing the arguments of both sides and having been stood over for consideration till this day, this court delivered the following

## JUDGMENT

(1) This appeal has been directed against the conviction, sentence and compensation recorded by the learned Fast Track Judicial Magistrate, Thanjavur in S.T.C. No.63/2017 by the judgment dated 01.07.2025.

(2) The appellant herein is the 2nd accused before the trial court in a case for the offence punishable u/s.138 of Negotiable Instruments Act.

(3) For the sake of convenience the parties herein are referred to as per their array before the trial court.

**(4)The case of the complaint before the trial court are as follows:**

The accused 2 and 3 are well-known to the complainant. They operate a partnership firm under the name 'Saravana Industries'. The husband of 3rd accused, one Harirudran, is a friend of 2nd accused. On 15.06.2012, 2nd accused and the husband of 3rd accused approached the complainant and obtained a loan of Rs.3,00,000/- for the development of the firm. On that day, 2nd accused and Harirudran jointly executed a promissory note in support of the loan. They assured that the said loan amount would be repaid along with interest. Subsequently, when the complainant repeatedly requested repayment, the 2nd accused issued a cheque No.884606 for Rs.4,00,000/- dated 13.04.2015 and drawn on the Indian Bank, Main Branch, Thanjavur to settle the principal and interest. When the complainant presented this cheque for collection at the Lakshmi Vilas Bank, Thanjavur branch where he held an account, it was returned on 16.04.2015 with the remark "Exceeds Arrangement." A legal notice regarding the dis honour of the cheque was sent to the accused through a lawyer on 02.05.2015. The accused received it on 06.05.2015 but did not send any reply. By his act the accused has committed an offence u/s. 138 of N.I Act.

(5) Initially, the partnership firm accused, its partners 2nd accused and Shakila

the latter impleaded as 3rd accused, were summoned, however, as the arrest warrant issued against 3rd accused could not be executed, a petition was filed to sever the case against her. This petition was registered as C.M.P. No. 625/2019 and pursuant to the order dated 14.03.2022, the case against 3rd accused was split off, assigned the separate number S.T.C. No.52/2023 and is currently pending.

(6) The Learned Fast Track Judicial Magistrate, Thanjavur took cognizance of the complaint for the offence u/s.138 of Negotiable Instrument Act and issued summons u/s.204 of Cr.P.C for the appearance of the accused. On such appearance of the accused the copies of the documents relied by the complainant have been furnished to him and after affording sufficient opportunity to him, he had been questioned u/s.251 of Cr.P.C with reference to the substance of the accusation in the complaint. The accused had denied the commission of any offence and therefore trial has been conducted by the learned Judicial Magistrate. The complainant has examined himself as P.W.1 and Ex.P1 to Ex.P11 were marked. The accused Padmanaban was examined as D.W.1. The incriminating circumstances in the evidence of P.W.1 have been explained to the accused by the trial court u/s.313 (1)(b) of Cr.P.C. He has denied the circumstances as false. The accused has not examined any witness or marked any document on his side. After hearing the arguments of both sides and upon considering the oral and documentary evidence of both sides, the trial court has found the accused guilty of an offence u/s.138 of Negotiable

Instruments Act and convicted him for the same by simple imprisonment for 1 year and also pay Rs.4,00,000/- compensation within one month, in default sentenced to undergo simple imprisonment for 2 months u/s.357(3) of Cr.P.C.

(7) Aggrieved over the above judgment of the trial court, the accused is before this court by way of the present appeal.

**(8)The grounds urged in the appeal are as follows:**

The order of the trial court is wrong, arbitrary, against law, facts and probabilities of the case. The trial court failed to consider the documentary and oral evidence let in on the side of the appellant in proper perspective and thereby the judgment is opposed to law and weight of evidence. And the trial court failed to consider that the appellant has not committed any offence u/s.138 of Negotiable Instrument Act and wrongly convicted the appellant that the impugned cheque marked as Ex.P2 and the promissory note marked as Ex.P1 were not given for the alleged loan obtained by Hariruthran the husband of Sahila. She has been allowed to escape instead of being subjected to judicial process of execution of warrant. The trial court has failed to consider that the now prosecution of Harirudran who is a joint signatory of the promissory note namely Ex.P1 is failed to the prosecution. The complainant has not taken any steps to examine Harirudran when he has not been added as an accused. The non examination of Harirudran is also fatal to the prosecution and failed to execute the warrant against Sahila but allowed her to evade process of law. Exhibit D1 to D7 disproving the case of the complainant by establishing the probabilities indefence. Ex.P2 the promissory note is jointly executed by the 2nd accused namely this appellant and the husband of the 3rd accused namely Harirudran. There was no enforceable debt and the cheque was not given in discharge of any liability. The contents of the cheque have been filled in by the complainant either by himself through his known persons to suit the needs of the complaint and hence the cheque is manipulated. The complainant has miserably failed to prove his case with evidence produced by him and also miserably failed to appreciate that the appellant as accused has established a reasonable probability of his defense with his documents marked as Ex.D1 to D7 in rebuttel evidences.

(9) The learned counsel for the complainant would submit that the accused 2 and 3 are well-known to the complainant. They operate a partnership firm under the name 'Saravana Industries'. The husband of 3rd accused one Harirudran, is a friend of 2nd accused. On 15.06.2012, 2nd accused and the husband of 3rd accused approached the complainant and obtained a loan of Rs.3,00,000/- for the development of the firm. On that day, accused 2 and Harirudran jointly executed a promissory note in support of the loan. They assured that the said loan amount would be repaid along with interest. Subsequently, when the complainant repeatedly requested repayment, the 2nd accused issued a cheque No.884606 for Rs.4,00,000/- dated 13.04.2015 and drawn on the Indian Bank Main Branch, Thanjavur to settle the principal and interest. When the complainant presented this cheque for collection at the Lakshmi Vilas Bank branch in Thanjavur, where he held an account, it was returned on 16.04.2015 with

the remark "Exceeds Arrangement." The same was intimated to the accused and legal notice was issued by the complainant on 02.05.2015. The accused received it on 06.05.2015 but did not send any reply. By this act the accused has committed an offence u/s. 138 of N.I Act. The promissory note executed jointly for a sum of Rs.3,00,000/- by the 2nd accused and the husband of Sahila is marked as Ex.P1. The original cheque No.884606 dated:13.04.2015 for Rs.4,00,000/- is marked as Ex.P.2. The Original bank deposit slip for the cheque marked as Ex.P.3. The return memo for the cheque on 16.04.2015 is marked as Ex.P4. The Office Copy of Advocate Notice issued by the complainant to the accused on 02.05.2015 is marked as Ex.P5. Postal acknowledgment card for the receipt of the notice addressed to the 1st accused company is marked as Ex.P6. Postal acknowledgment card for the receipt of the notice addressed to the 2nd accused company is marked as Ex.P7. Postal acknowledgment card for the receipt of the notice addressed to the 3rd accused company is marked as Ex.P8. Reply notice of A3 on 19.05.2015 marked as Ex.P9. Certified copy of STC No.36/2013 cheque dis honour case against Harirudran is marked as Ex.P10. Certified copy of the memorandum in regarding the closure of the aforementioned case is Ex.P11.

(10) In the instant case the learned counsel for the appellant vehemently contended that the complainant not prove the case. The primary contention of the appellant side is that this suit has been filed using a cheque issued to the 1st defendant company originally provided for insurance purposes against a loan of

Rs.1,00,000/- obtained in 2009 by Shahila the partner of the 1st defendant partnership firm, for the medical expenses of her husband, Harirudran. This court carefully considered the rival submission and perusal of the trial court judgment, on perusal of the cheque involved in this case, it is evident that it was drawn for a sum of Rs.4,00,000/- in favour of the complainant dated 13.04.2015, by the 2nd accused a partner of the 1st accused partnership firm. Furthermore, when questioned about the substance of the case, the 2nd accused merely dismissed it as a false case, claimed the matter had been settled six months prior and stated that all evidence was with his lawyer notably, during cross-examination, he did not claim that the cheque in question had actually been issued back in 2009 in connection with a loan obtained for one Harirudran.

(11) The counsel for the appellant argued that Shakila another partner of the 1st defendant firm who had previously been severed from the proceedings was a necessary party to the suit in her capacity as a partner, that proceeding with the case against only one partner while excluding the other partner of the partnership firm was legally unsustainable and that on these grounds, the suit was liable to be dismissed. On perusal of the Hon'ble Supreme Court's precedents reveals that, regarding a partnership firm, the law dictates that a case cannot be filed solely against a partner without impleading the firm itself under Section 141 of the Negotiable Instruments Act however, it does not mandate that all partners of the firm must be impleaded as parties.

(12) At this stage the trial court coded the point that on perusal of the Ex.P11, it is evident that although the complainant repeatedly paid the necessary fees for the execution of the arrest warrant against the accused, the warrant could not be executed, consequently, the complainant filed a petition stating that they did not wish to pursue the case further and consented to its withdrawal. Crucially, the petition makes no mention of Harirudran repaying the loan or of STC No.36/2013 being withdrawn on those grounds. Therefore, the accused contented that the cheque forming the basis of this complaint was issued in connection with a loan obtained for Harirudran is untenable.

(13) In this case, there is no evidence or documents submitted by the accused he has not borrowing any amount from the complainant and the case is filed by the complaint due to the previous motive. In the above reason given by the trial court is fair and proper and there is no need for interference. Hence, this Appellate court proceeds to dismiss the Criminal appeal by confirming the judgment of conviction, sentence and imposing of fine passed by the trial court. Thus, the point is answered accordingly.

In the result, this criminal appeal is dismissed and the judgment and sentence passed on 01.07.2025 in Judicial magistrate (Fast Track) court, Thanjavur in S.T.C.No.63/2017 is confirmed. The trial court is directed to take steps to secure the accused to serve out the remaining period of sentence and also to collect the compensation awarded if not already collected.

This Judgment is dictated to Steno-typist by me, typed directly by her in computer, corrected and pronounced by me in the open court, this the 4th day of July 2026.

NAGARAJAN Digitally signed by NAGARAJAN Date: 2026.07.04 16:38:54 +0530

**II Additional District and Sessions Judge,**
**Thanjavur.**

**Copy to:**
**The Fast Track Judicial Magistrate,**
**Thanjavur.**

**DRAFT/FAIR JUDGMENT**

**C.A.No.28/2026**

**Dated:04.07.2026**