In the Court of
Judicial Magistrate No. II
Judicial Magistrate No-2, Sattur
Virudhunagar
Proceeded by: VARATHARAJAN S

CNR No: TNVR060002442026
Case No: STC/191/2026
Date Of Decision: 29-07-2026

Thangammal

...Petitioner

Petitioner Advocate: Sasikumar S

Versus

Vairavasundaram

...Respondent

Respondent Advocate:

ORDER

Disposal Type: Acquitted

The complainant is present along with her learned counsel. The accused is absent and there is no representation on his behalf. Records are perused. As per the complaint, the accused borrowed a sum of Rs.2,00,000/- on 13.12.2020 and a further sum of Rs.50,000/- on 17.12.2020. It is alleged that the accused failed to repay the said amounts for several years. Thereafter, on 17.08.2025, when the complainant demanded repayment, the accused allegedly issued a cheque dated 22.08.2025 drawn on his account maintained with HDFC Bank. The cheque, on presentation, was dishonoured for the reason Insufficient Funds. After complying with the statutory requirements under the Negotiable Instruments Act, the present complaint came to be filed. This Court raised a question regarding the maintainability of the complaint under Section 138 of the Negotiable Instruments Act on the ground that the cheque appears to have been issued towards a time-barred debt. The learned counsel for the complainant was heard and the records were carefully perused The admitted case of the complainant is that the loans were advanced on 13.12.2020 and 17.12.2020. There is no pleading or material to show that there was any written acknowledgment of liability under Section 18 of the Limitation Act, 1963, or any written promise to pay a time-barred debt as contemplated under Section 25(3) of the Indian Contract Act, 1872, before expiry of the period of limitation. Consequently, the debt had become barred by limitation before the issuance of the cheque.The issue is no longer res integra. The Honble Madras High Court, in C. Ramesh v. S. Sakthivel (Crl.R.C. No.1077 of 2022, decided on 21.04.2023), has categorically held as follows For criminal liability to be made out under Section 138 of the Negotiable Instruments Act, there should be legally enforceable debt or other liability subsisting on the date of drawal of the cheque. In the case on hand, the debt itself is barred by limitation on the date of issuance of the cheque. Therefore, there was no legally enforceable debt or other liability to attract the offence under Section 138 of the Negotiable Instruments Act... The cheque in question was issued in discharge of time-barred debt. It cannot be said that time-barred debt is a legally enforceable debt. Therefore, the accused cannot be convicted under Section 138 of the Negotiable Instruments Act on the ground that the debt was not legally recoverable. In the present case, the cheque was admittedly issued only in August 2025 in respect of loans advanced in December 2020. In the absence of any valid acknowledgment or legally enforceable promise extending or reviving the period of limitation, the debt had already become time-barred. Therefore, on the date of issuance of the cheque, there was no legally enforceable debt or liability as contemplated under Section 138 of the Negotiable Instruments Act.Accordingly, the basic ingredient necessary to constitute an offence under Section 138 of the Negotiable Instruments Act is absent. Hence, no offence under Section 138 of the Negotiable Instruments Act is made out.Accordingly, the accused is discharged under Section 274 of the Bharatiya Nagarik Suraksha Sanhita, 2023, and the complaint stands terminated.

S VARATHARAJAN

Digitally signed by S VARATHARAJAN
Date: 2026.07.29 18:07:22 +0530

Dated: 29-07-2026

VARATHARAJAN S
Judicial Magistrate No. II
Judicial Magistrate No-2, Sattur
Virudhunagar