

***THE HONOURABLE SRI JUSTICE SUBHENDU SAMANTA**

+ CRIMINAL REVISION CASE No.493 OF 2008

% 07.08.2026

1. A.AMARANADH BABU, S/O KEVA NAIK, R/O KATTEMPUDI VILLAGE, PONNUR MANDAL, GUNTUR DIST.

...PETITIONER

And:

\$ 1. MARREDDY ANJANEYA REDDY THE STATE OF A P, S/O ANANTHA REDDY, F-1, 1ST CROSS ROAD, RAJENDRA NAGAR, GUNTUR.

2. THE STATE OF A P, REP. BY THE PUBLIC PROSECUTOR, HIGH COURT OF A.P., HYDERABAD.

...RESPONDENTS

! Counsel for the Petitioner:

AISHWARYA NAGULA
LEGAL AID

^Counsel for the Respondents:

NONE APPEARED FOR RESPONDENT No.1
PANINI SOMAYAJI
ASSISTANT PUBLIC PROSECUTOR
FOR THE 2ND RESPONDENT/STATE

<Gist:

>Head Note:

? Cases referred:

1. CrI.A.No.212 of 2013 of Kerala High Court
2. CrI.A.No.1991 of 2007 of Kerala High Court
3. SLP(CrI.) No.17025/2025

HIGH COURT OF ANDHRA PRADESH

* * * *

CRL.R.C. No:493 /2008

DATE OF ORDER: 07.08.2026

SUBMITTED FOR APPROVAL:

THE HON'BLE SRI JUSTICE SUBHENDU SAMANTA

- 1. Whether Reporters of Local newspapers Yes/No
may be allowed to see the Order?**
- 2. Whether the copies of Order may be Yes/No
marked to Law Reporters/Journals**
- 3. Whether Your Lordships wish to see the Yes/No
fair copy of the Order?**

JUSTICE SUBHENDU SAMANTA

Date of reserved for orders : 31.07.2026

Date of pronouncement : 07.08.2026

Date of uploading : 07.08.2026

APHC010308542008



IN THE HIGH COURT OF ANDHRA PRADESH

AT AMARAVATI

[3560]

(Special Original Jurisdiction)

FRIDAY, THE 7th DAY OF AUGUST 2026

PRESENT

THE HONOURABLE SRI JUSTICE SUBHENDU SAMANTA

CRIMINAL REVISION CASE NO: 493/2008

Between:

1.A.AMARANADH BABU, S/O KEVA NAIK, R/O KATTEMPUDI VILLAGE,
PONNUR MANDAL, GUNTUR DIST.

...PETITIONER

AND

1.MARREDDY ANJANEYA REDDY THE STATE OF A P, S/O ANANTHA
REDDY, F-1, 1ST CROSS ROAD, RAJENDRA NAGAR, GUNTUR.

2.THE STATE OF A P, REP. BY THE PUBLIC PROSECUTOR, HIGH
COURT OF A.P., HYDERABAD.

...RESPONDENT(S):

Revision filed under Section 397/401 of CrPC praying that in the circumstances stated in the affidavit filed in support of the Criminal Revision Case, the High Court may be pleased to allow this CrI.R.C., by setting-aside the Judgment dated 31.12.07 passed by the VIII Addl. Sessions Judge (FTC), Guntur in CrI.A.No.303/2006 confirming the Judgment dated 05.07.06 on the file of the IV Addl. Judl. I Class Magistrate, Guntur in C.C.No.579/2004 for the offence punishable U/s. 138 N.I.Act and sentencing him to undergo S.I. for a period of three months and to pay a fine of Rs.1,000/-, in default, S.I. for one month.

IA NO: 1 OF 2008(CRLRCMP 681 OF 2008)

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to release the petitioner on bail by suspending the Judgment dated 31.12.07 passed by the VIII Addl. Sessions Judge (FTC), Guntur in CrI.A.No.303/2006 confirming the Judgment dated 05.07.06 on the file of the IV Addl. Judl. I Class Magistrate, Guntur in C.C.No.579/2004 for the offence punishable U/s. 138 N.I.Act and sentencing him to undergo S.I. for a period of three months and to pay a fine of Rs.1,000/-, in default, S.I. for one month.

Counsel for the Petitioner:

AISHWARYA NAGULA
LEGAL AID

Counsel for the Respondents:

NONE APPEARED FOR RESPONDENT No.1

PANINI SOMAYAJI
ASSISTANT PUBLIC PROSECUTOR
FOR THE 2ND RESPONDENT/STATE

The Court made the following order:

1. The present criminal revision case has been preferred against the judgment, dated 31.12.2007, passed by learned VIII Additional Sessions Judge (FTC), Guntur, in Criminal Appeal No.303 of 2006, confirming the judgment, dated 05.07.2006, passed by learned IV Additional Munsif Magistrate, Guntur, in C.C. No. 579 of 2004.
2. The petitioner was found guilty of the offence punishable under Section 138 of the Negotiable Instruments Act (for short, '**NI Act**') and was

sentenced to undergo simple imprisonment for a period of three months and to pay a fine of Rs.1,000/-, in default to undergo simple imprisonment for one month.

3. Heard the submissions of Ms.Aishwarya Nagula, learned legal aid counsel appearing for the petitioner and Sri Panini Somayaji, learned Assistant Public Prosecutor appearing for the 2nd respondent/ State.
4. Ms.Nagula, while challenging the concurrent findings of learned trial court and learned appellate court, raised two legal points before this Court. Firstly, the demand notice (Ex.P.4) does not contain any specific amount to be paid by the petitioner/accused, thus, the said notice is to be void. In support of the said contention, learned counsel relied upon a judgment of the Kerala High Court rendered in Criminal Appeal No.212 of 2013 dated 26.05.2026. Secondly, the alleged cheque (Ex.P.2) suffers from material alteration in the date and, thus, according to Section 87 of the NI Act, the said cheque is not valid.
5. Refuting the said contentions, learned Assistant Public Prosecutor submits that the demand notice (Ex.P4) was issued strictly in accordance with proviso (b) to Section 138 of the NI Act and that the cheque amount has been sufficiently mentioned therein. Thus, the said demand notice cannot be said to be invalid.
6. He further contended that cheque being Ex.P.2 was printed prior to the year 2000 and, accordingly, the year was originally printed as “19__”. When the cheque was used in the year 2004, the necessary alteration

was made and, therefore, the said alternation cannot be termed as illegal.

7. Heard the submissions of learned legal aid counsel appointed for the petitioner and learned Assistant Public Prosecutor appearing for the 2nd respondent/ State. Perused the concurrent findings of learned trial court and learned appellate court.

OBSERVATION OF THIS COURT:

8. In deciding the first point as to whether non-mentioning of a specific amount in the demand notice makes the notice invalid, it is required to set out the last two paragraphs of the instant demand notice marked as Ex.P.4.

“That you have borrowed the sum of Rs.45,000/- from our client on 09.02.2003, for your family expenses agreeing to repay the same together with interest at the rate of 24% p.a. and also executed a promissory note on the even date in favour of our client, acknowledging the above said debt.

That inspite of repeated demands made by our client at last you have issued a cheque bearing No.222369 dt.05.08.2004 for Rs.40,000/- drawn on United Bank of India, Guntur towards part payment of the above said pronote debt, to our client. Than accordingly, our client presented the said cheque for collection on 06.08.2004 through his banker Syndicate Bank, Main Branch, Vegetable Market Center, Lalapet, Guntur. But the same was dishonoured due to “insufficient Funds” reason and returned with a memo dt.06.08.2004. The same was informed to our client through his banker on 07.08.2004. Thus, you failed to fulfill your part of promise made to our client and therefore you may liable to penalize u/s.138(b) of N.I.Act.”

9. The Kerala High Court in Criminal Appeal No.212 of 2013 has observed that,

“In proviso (b) to Section 138 of the NI Act, it has been specifically stated the *“makes a demand for the payment of the said amount of money”*. This Phraseology would indicate that the notice should specifically state the amount

to be paid consequential to the dishonor of the cheque. It was further observed therein that when the statute specifically mandates demand of the 'said amount of money', the amount demand must be specifically stated in the notice. Once the notice failed to mention the actual/ specific amount due, the possibility to repay the actual/ specific amount which failed to be asked for would become impossible. Be it so, it could only be held that in the absence of specific mentioning of the amount in the demand notice there is no demand for payment of the actual/ specific amount covered by the cheque in the eye of law. Thus, the law emerges is that when there is demand for the actual amount covered by the cheque and consequential failure to pay the said amount within 15 days, then only an offence under Section 138 of the NI Act said to be committed by the drawer of the cheque and in the absence of demand for the actual/ specific amount demanded in the notice, no offence would be completed, particularly, the 'deemed offence'. If so, without much ado, it has to be held that when the complainant fails to mention the amount in the demand notice contemplated under proviso (b) to Section 138 of the NI Act, the notice is incomplete and therefore, the recipient of the notice could not pay the amount to avoid the penal consequences. In such circumstances, there is no legal notice in the eye of law."

10. On a plain perusal of the said decision, it appears in the case before Kerala High Court, the demand notice did not mention the cheque amount at all. In the present case, on a plain perusal of demand notice (Ex.P.4), it appears that the said notice specifically mentions the cheque number, date and the amount contained in the said cheque. In the last paragraph of the demand notice, it has been specifically mentioned that,

"therefore, you are hereby called upon to pay the above said cheque amount within 15 days from the date of receipt of this notice, else our client will take necessary steps against you in the competent court of law, then you will be held liable for all costs and consequences thereon."

11. A plain reading of the entire demand notice, it appears that, though the specific amount was not reiterated in the last paragraph, the immediately preceding paragraph clearly mentions the cheque amount, the cheque particulars and the fact that it was dishonoured on a specified date. The notice contemplated under proviso (b) to Section

138 of NI Act is a condition precedent for initiating criminal proceedings under Section 138 of the NI Act.

12. The sole purpose of issuance of such a notice is to inform the drawer of the cheque that the cheque issued by him has been dishonoured and to call upon him, to make payment of the cheque amount within the statutory period. When the demand notice does not contain sufficient particulars to enable the drawer of the cheque to understand the amount claimed, such notice may not constitute a valid notice. But when a notice is sufficiently contained the cheque number, date, cheque amount and the reason for its dishonour, then it is sufficient to mention that “you have to make payment” that the drawer has to make payment of the money of such dishonoured cheque within the prescribed period.
13. A demand notice must be read as a whole. Mere omission to repeat the cheque amount in the concluding paragraph of the notice does not *ipso facto* render the notice invalid. In the present case, the demand notice, when read in its entirety, is very clearly conveys the amount demanded by the claimant from the accused, who is the drawer of the cheque. Thus, it cannot be said to be invalid.
14. The decision of the Kerala High Court relied upon by the petitioner is distinguishable on facts and is, therefore, inapplicable to the present case. It is made clear that the demand notice, as provided under the proviso (b) to Section 138 of the NI Act, does not mandate the specific

amount demanded must necessarily be repeated in the concluding paragraph of the notice. On a comprehensive reading of the notice, the drawer is made aware of the amount demanded in respect of the dishonoured cheque. Consequently, the requirements of proviso (b) to Section 138 of NI Act has said to be sufficiently complied with. Hence, the argument of learned legal aid counsel appearing for the petitioner on that point appears to be not acceptable.

15. Ms.Nagula also raised another contention regarding the alteration of date in the cheque and relied upon the judgment of the Hon'ble Supreme Court in **Rajasab v. Hulagappa**¹ decided on 17.07.2026, wherein the Hon'ble Supreme Court held that,

“6. A copy of the cheque in question is placed on record at page 30. Bare perusal of the said cheque clearly demonstrates that the words ‘One Lak’ were interjected before the words ‘Ten Thousand only, and the numerical ‘1’ was inserted in the box, before ‘10,000/-’.

7. When the alteration of the cheque is patently clear on the face of it, the courts below ought not to have insisted on any further evidence in that regard. The material alteration of the cheque was manifest. We are, therefore, of the opinion that the conviction of the appellant, Rajasab, on the ground that the afore stated cheque was dishonoured, upon presentation, cannot be sustained.”

16. In respect of the alteration of date in the cheque was also dealt with by the Kerala High Court in Crl.A.No.1991 of 2007 and held that that

“ On perusal of Ext.P2 dishonour memo, the reasons for dishonour of cheque are twofold, viz., (1) *alteration in date* and (2) *requires full signature*. On perusal of Ext.P1 cheque, it could be seen that ‘05’ showing the year as 2005 has been altered and re-written after erasing the earlier date. The specific case of the accused is that the cheque was issued during the year 2004 and it was materially altered by correcting the figure ‘04’ as ‘05’ and the same had no authentication by him. In this connection,

¹ Crl.A.No. of 2026 (arising out of SLP (Crl.) No.17025/2025)

it is relevant to refer Section 87 of the NI Act, which deals with material alteration. Section 87 of the NI Act reads as under:

“87. Effect of material alteration.—Any material alteration of a negotiable instrument renders the same void as against anyone who is a party thereto at the time of making such alteration and does not consent thereto, unless it was made in order to carry out the common intention of the original parties;

It is also provided that any such alteration, if made by an indorsee, discharges his indorser from all liability to him in respect of the consideration thereof. So as per Section 87 of the NI Act, material alteration of a negotiable instrument by altering the date renders the same void as against any one who is a party thereto at the time of making such alteration and does not consent thereto, unless it was made in order to carry out the common intention of the original parties. Thus, if there is alteration in the date of the cheque, the same should be authenticated by the drawer, and if there is alteration after the sharing of the common intention of the drawer and the drawee to do so, as authenticated by the drawer by putting his full signature on the place of alteration, then it cannot be treated as a material alteration. When there is alteration of the date in the cheque which is not authenticated by putting the full signature of the drawer on the place of alteration, the same operates as a material alteration and the same makes the instrument void. Be it so, Ex.P1 is a void cheque, as the alteration in the date was not authenticated by the drawer/accused with his full signature, and the same cannot be the basis of the prosecution.”

17. In the present case, I have perused the cheque being marked as Ex.P.2. Admittedly, the printed date format at the top right corner of the cheque was ".....19.....". It is evident from Ex.P.2 that the date was filled in as "5-8-19-2004". On a plain perusal of Ex.P.2, it appears that the cheque leaf had been printed by the bank prior to the year 2000. Admittedly, the printed digits "19" were struck off and substituted with "2004". On perusal of Ex.P.3, the cheque return memo, it appears that the cheque was dishonoured on the ground of "insufficient funds". Admittedly, when a cheque printed prior to the year 2000, is used after

the year 2000, it becomes necessary to strike off the printed digits "19" and mention the appropriate year.

18. On a further perusal of Ex.P.3, it appears that in reasons mentioned in cheque return memo, the United Bank of India has not mentioned that the cheque was returned "due to alteration in the date/ figures/ words requiring the drawer's specimen signature" (Reason No.18). Instead, the sole reason assigned for dishonour was "insufficient funds". Under Section 87 of the NI Act, a material alteration renders a negotiable instrument void unless such alteration is made with the consent of the party liable thereto.
19. It is the view of the Kerala High Court that to ascertain the common intention of the original parties to a negotiable instrument, any alteration ordinarily requires authentication by the full signature of the drawer at the place of alteration. However, whether the alteration was made with or without the consent of the drawer is essentially a matter of evidence and is a defence available to the drawer. The burden to rebut the statutory presumption, in appropriate circumstances, lies upon the accused before the trial court.
20. In the present case, the accused/ petitioner examined himself as R.W.1. He did not deny either his signature on Ex.P.2 or the execution and issuance of the cheque. In the absence of any specific plea or evidence that the alteration in the year was made without his knowledge or consent, it would be wholly improbable to hold that the

cheque was issued without the intention of the drawer or that the alteration was unauthorised. Since the accused did not dispute the issuance of the cheque or his signature over the cheque (Ex.P.2), it is not desirable to hold that the alteration of the date was beyond the intention of the drawer.

21. The law laid down by the Hon'ble Supreme Court in **Rajasab** (supra) is distinguishable on facts. In that case, the alteration in the cheque was patently clear. In the present case, however, the alteration merely involved striking off the pre-printed digits "19" and mentioning the year "2004", as the cheque leaf had been printed before the year 2000 and was used thereafter. Reasons thereby, if any one wants to use a cheque leaf in a year after 2000, which was printed earlier to the year 2000 by the bank, he has to cut the print '19' to put particular year. In this particular case, hence alteration appears to be not material.
22. Accordingly, in my considered view, the alteration found in Ex.P.2 does not amount to a material alteration within the meaning of Section 87 of NI Act. Hence, the contention advanced by the legal aid counsel appearing for the petitioner, based on the decision of the Hon'ble Supreme Court in the case of **Rajasab** (supra), is inapplicable to the facts and circumstances of the present case.
23. Under the above observation, the instant criminal revision case becomes meritless and the same is hereby dismissed.

24. The order suspending the sentence during pendency of the criminal revision case stands vacated. The petitioner is directed to appear before learned trial court/ jail authorities within six weeks from the date of passing of this order to serve out the remaining portion of the sentence. Failing which, learned trial court shall issue a non-bailable warrant against petitioner to comply the order. Let a copy of the order be served upon learned trial court for ready reference.
25. Miscellaneous petitions, if any, pending in this criminal revision case shall stand closed.

JUSTICE SUBHENDU SAMANTA

Dt.07.08.2026

BV

Whether the order is :

Speaking Yes/No / Reasoned Yes/No

Reportable Yes/No / Non-Reportable Yes/No