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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 06-08-2026

CORAM

THE HON'BLE MR.JUSTICE SHAMIM AHMED

CRL RC No. 461 of 2024

CrI.MP.Nos.4448 and 4449 of 2024

A.Vellai Durai Nattar, S/o. late Muthu Nattar, 56,
Pey Goppuram 7th Street, Tiruvannamalai,
Tiruvannamalai District.

..Petitioner(s)

Vs

G. Kutrala Selvan, S/o. K.K.Ganesa Nadar, No.10-
A, Thenmathathi Street, Tiruvannamalai,
Tiruvannamalai District.

..Respondent(s)

Prayer:- This Criminal Revision Case is filed against the judgement of conviction and sentnece, dated 31.01.2024, passed in CA.No.18 of 2022, by the Principal District and Sessions Judge, Tiruvannamalai, confirming the judgment of conviction and sentence, dated 10.03.2022, passed in STC.No.55 of 2016, by the Judicial Magistrate, Fast Track Court (Magistrate Level) Tiruvannamalai.

For Petitioner(s): No Appearance

For Respondent(s): No Appearance

ORDER

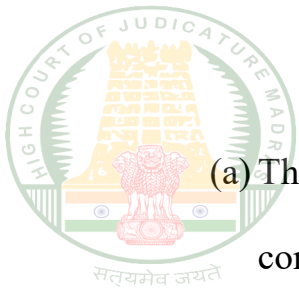
1. The private complaint was filed by the complainant against the accused in the year 2016 and thereafter, the appeal was filed before the lower appellate court in the year 2022, pursuant of the judgement of conviction and sentence of the Trial Court, passed on 10.03.2022. The present Criminal Revision Case is of



the year 2024.

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2. After service of notice in this Criminal Revision Case, the matter was referred to the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras. A Mediation Report, dated 29.08.2025 was filed, stating **“Mediation Completed. No agreement was reached.”**
3. Thereafter, the matter was posted before this Court on several occasions. Before this Court, the learned counsel for the Petitioner has sought for adjournments on earlier occasions on one ground or the other and accordingly, the matter is posted today before this Court. Even today, when the matter is taken up for consideration, there is no representation for the Revision Petitioner either through the counsel or in person and the Respondent has also not put in appearance either in person or through the counsel. Hence, this Court is constrained to dispose of this Criminal Revision Case, based on the materials available on record and on merits and in accordance with law.
4. This Criminal Revision Case is filed against the judgement of conviction and sentence, dated 31.01.2024, passed in CA.No.18 of 2022, by the Principal District and Sessions Judge, Tiruvannamalai, confirming the judgement of conviction and sentence, dated 10.03.2022, passed in STC.No.55 of 2016, by the Judicial Magistrate, Fast Track Court (Magistrate Level) Tiruvannamalai.
5. The facts of the case, in a nutshell, are as follows:-



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- (a) The Revision Petitioner is the accused and the Respondent is the complainant. The accused had borrowed a sum of Rs.2,00,000/- on 01.03.2015, from the complainant. In order to discharge the said debt, the accused had issued a cheque, dated 02.03.2015, in favour of the complainant. When the said cheque was presented for encashment, the same was dishonoured. Hence, the complainant had preferred the complaint against the accused in STC.No.55 of 2016, before the Trial Court, for the offence under Section 138 of the Negotiable Instruments Act, for recovery of said cheque amount.
- (b) Before the Trial Court, on the side of the complainant, the complainant was examined as PW.1 and Ex.P1 to Ex.P4 were marked. On the side of the accused, DW.1 was examined and Ex.D1 to D3 were marked.
- (c) By the judgement of conviction and sentence, dated 10.03.2022, the Trial Court had convicted and sentenced the accused for the offence under Section 138 of the Negotiable Instruments Act to undergo Simple Imprisonment for one year and to pay a compensation of Rs.2,00,000/- to the complainant, in default, to undergo Simple Imprisonment for two months. In the appeal filed by the accused, the lower appellate court had, by its impugned judgement of conviction and sentence, dated 31.01.2024, confirmed the judgement of conviction and sentence of the Trial Court. Hence, this Criminal Revision Case has been filed by the accused, seeking the relief, as stated above.



6. According to the Revision Petitioner, the cheque in question was stolen and the same was misused by the complainant. There is no proof that the complainant had lent the loan to the accused and except the signature in the cheque in question, other details were filled up by the complainant. The notice and the complaint are bereft of details. There are different inks found in the cheque in question. The courts below erred in holding that the cheque in question was issued to discharge the legally enforceable debt and also erred in convicting and sentencing the Petitioner, ignoring the specified provisions of the Negotiable Instruments Act and based on surmises and conjectures. Both the courts below erred in law in not appreciating the evidence in its proper perspective. Hence, the findings of the courts below are unreasonable and perverse and consequently, the accused is entitled for acquittal, by allowing this Criminal Revision Case.

7. On the other hand, it is the case of the Respondent that though there are several other contentions raised by the Revision Petitioner, once the accused has admitted the signature in the cheque in question and when the accused failed to rebut the presumption under Section 139 of the Negotiable Instruments Act, by letting in valid evidence, the impugned judgements of conviction and sentence of the courts below, drawing presumption under Section 139 of Negotiable Instruments Act in favour of the complainant that the cheque in question was issued to discharge the legally enforceable debt



and consequently, imposing the impugned punishment, are justified and hence, no interference by this Court is required.

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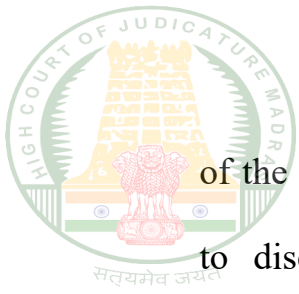
8. This Court carefully perused the entire materials placed on record.
9. The defence of the accused before the courts below are that the cheque in question was stolen and the same was misused by the complainant. There is no proof that the complainant had lent the loan to the accused and except the signature in the cheque in question, other details were filled up by the complainant. The notice and the complainant is bereft of details. The cheque in question contains different handwritings in different inks, which would invalidate the cheque in question.
10. Considering the materials available record, the Trial Court had found that though initially the accused did not admit his signature found in the cheque in question, but at a later stage, the accused had admitted his signature found in the cheque in question and also found, from the evidence of DW.1, who was examined on the side of the accused that the signature found in the cheque in question is that of the accused.
11. The Trial Court had also found that though the accused had stated that he had filed a complainant in respect of theft of the cheque in question before the concerned Police, he has not produced any iota of evidence to substantiate the said plea. The Trial Court had also found that even after receipt of the statutory notice sent by the complainant, the accused did not even choose to



send a reply to the said statutory notice. Thus, the accused kept quiet, without lodging a complaint in respect of theft of the cheque in question and replying to the statutory notice.

12. In respect of the plea that the cheque in question is invalid, since the cheque in question contains different handwritings in different ink, the Trial Court had found, placing reliance on Section 20 of the Negotiable Instruments Act that the fact of signature put up by the drawer itself is sufficient could be taken as a prima facie proof for taking legal presumption in favour of the complainant and that even though the cheque in question contains different handwritings in different inks, it would not invalidate the cheque in question, as the accused himself had admitted his signature in the cheque in question.

13. Ultimately, the Trial Court, had found that once the accused has admitted that the signatures found in the cheque in question is his signature, the presumption under Section 139 of the Negotiable Instruments Act comes into play in favour of the complainant. The Trial Court had also held that the accused failed to rebut the presumption under Section 139 of the Negotiable Instruments Act, by letting in valid evidence and that the accused has failed to probalilise his defence on the basis of the materials available on record. Consequently, the Trial Court, in the light of the concrete evidence that the signature found in the cheque in question is that of the accused and drawing presumption under Section 138 of the Negotiable Instruments Act, in favour



of the complainant, had rightly held that the cheque in question was drawn to discharge the legally enforceable debt, as per Section 139 of the Negotiable Instruments Act and hence, the accused was found guilty of the offence under Section 138 of the Negotiable Instruments Act and accordingly, by the impugned judgement of conviction and sentence of the Trial Court, the Accused was convicted and sentenced for the offence under Section 138 of the Negotiable Instruments Act to undergo Simple Imprisonment for six months and to pay a fine of Rs.2,00,000/-, in default to undergo Simple Imprisonment for three months.

14. In the appeal filed, as against the judgement of conviction and sentence of the Trial Court, by the accused before the lower appellate court, the lower appellate court, by its impugned judgement of conviction and sentence, had confirmed the judgement of conviction and sentence of the Trial Court, on the same lines.

15. As stated above, nowhere, the Revision Petitioner/ accused has denied his signature found on the cheque in question. But, on the other hand, he has categorically admitted his signature found in the cheque.

16. In the case of **Rangappa vs. Sri Mohan, reported in 2010-11-SCC- 441**, the Hon'ble Supreme Court held that once the accused admits his signature in the cheque, then the presumption comes into play in favour of the complainant. The relevant portion of the said judgement is extracted as

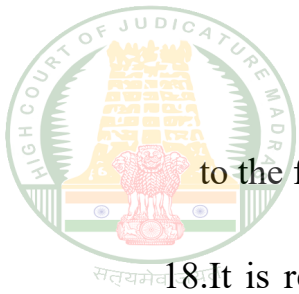


under:-

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“15. Coming back to the facts in the present case, we are in agreement with the High Court's view that the accused did not raise a probable defence. As noted earlier, the defence of the loss of a blank cheque was taken up belatedly and the accused had mentioned a different date in the 'stop payment' instructions to his bank. Furthermore, the instructions to 'stop payment' had not even mentioned that the cheque had been lost. A perusal of the trial record also shows that the accused appeared to be aware of the fact that the cheque was with the complainant. Furthermore, the very fact that the accused had failed to reply to the statutory notice under Section 138 of the Act leads to the inference that there was merit in the complainant's version. Apart from not raising a probable defence, the appellant-accused was not able to contest the existence of a legally enforceable debt or liability. The fact that the accused had made regular payments to the complainant in relation to the construction of his house does not preclude the possibility of the complainant having spent his own money for the same purpose. As per the record of the case, there was a slight discrepancy in the complainant's version, in so far as it was not clear whether the accused had asked for a hand loan to meet the construction-related expenses or whether the complainant had incurred the said expenditure over a period of time. Either way, the complaint discloses the prima facie existence of a legally enforceable debt or liability since the complainant has maintained that his money was used for the construction-expenses. Since the accused did admit that the signature on the cheque was his, the statutory presumption comes into play and the same has not been rebutted even with regard to the materials submitted by the complainant.”

17. In the judgement rendered by the Bombay High Court in the case of **Purushottam Maniklal Gandhi Versus Manohar K. Deshmukh and another**, reported in 2007 STPL(DC) 988(BOM); 2007(4) BOMCR404, it has been held that if a person hands over a duly signed blank cheque, thereby he gives an authority to the holder to put a date of his choice and to present the same for encashment. The cheque does not lose its sanctity merely due



to the fact that the same has been filled in by some other person.

18. It is relevant to refer the judgement of Hon'ble Supreme Court reported in

AIR 2019 SC 2446, (Bir Singh Vs Mukesh Kumar), wherein the Hon'ble

Supreme Court has held that the presumption as to legally enforceable debt, the rebuttal of signed blank cheque, if voluntarily presented to payee towards the payment, payee may fill up the amount and other particulars, that itself would not invalidate the cheque. The onus would still be on the accused to prove the cheque was not issued for discharge of debtor liability by adducing evidence.

19. Even before this Court, the learned counsel for the Revision Petitioner is not able to point out any single piece of evidence, both oral and documentary, in support of his contentions. But, on the side of the complainant, this Court finds that there are ample evidence in support of the case of the Respondent/ complainant, as discussed by the courts below. Thus, this court, while concurring with the findings of the courts below, does not find any error or illegality or perversity in the findings and the impugned judgements of conviction and sentence of the courts below, which warrants interference by this Court and accordingly, this Criminal Revision Case, is liable to be dismissed.

20. In the result, in view of the above said discussions and reasons and in the light of the decision of the Honourable Supreme Court, referred to above, this



Criminal Revision Case is **dismissed**. The impugned judgement of conviction and sentence, dated 31.01.2024, passed in CA.No.18 of 2022, by the Principal District and Sessions Judge, Tiruvannamalai, confirming the judgement of conviction and sentence, dated 10.03.2022, passed in STC.No.55 of 2016, by the Judicial Magistrate, Fast Track Court (Magistrate Level) Tiruvannamalai, is **confirmed**. Consequently, the connected Criminal Miscellaneous Petitions are closed. There is no order as to costs. The File is consigned to record.

21.The Trial Court is directed to act upon its judgement of conviction and sentence, by securing the accused to undergo the conviction and sentence, imposed upon him.

22.The Registry is directed to send a copy of this Court to the concerned Trial Court, for its compliance and information, immediately.

06-08-2026

Index: Yes/No

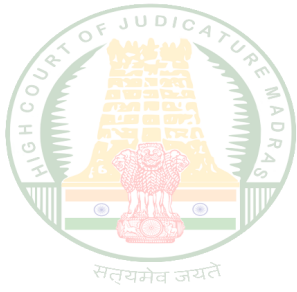
Speaking/Non-speaking order

Neutral Citation: Yes/No

SRCM

To

1. The Principal District and Sessions Judge, Tiruvannamalai
2. The Judicial Magistrate, Fast Track Court (Magistrate Level) Tiruvannamalai



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Case Citation: (2026) [ibclaw.in](https://www.ibclaw.in) 4627 HC

CRL RC No. 461 of 2



SHAMIM AHMED, J.

SRCM

CRL RC No. 461 of 2024

06-08-2026