CNR No: PHHC011982712025
2026:PHHC:113773

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRR-3170-2025
Date of Decision: 18.08.2026
Uploaded on : 19.08.2026

AMARJIT SINGH

... Petitioner

Versus

KIRPAL SINGH ...Respondent

CRR-3171-2025

AMARJIT SINGH

... Petitioner

Versus

KIRPAL SINGH ...Respondent

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Mr. Mayank Mathur, Advocate
for the petitioner(s).

Mr. Anil Bansal, Advocate
for the respondent.

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JASJIT SINGH BEDI, J.

This order shall dispose of two petitions bearing No.CRR-3170-2025 titled as Amarjit Singh versus Kirpal Singh and CRR-3171-2025 titled as Amarjit Singh Versus Kirpal Singh as the same are arising out of the same FIR. However, for the sake of convenience the facts have been taken from CRR-3171-2025.

2. The present revision petitions have been preferred against the judgment dated 10.09.2025 passed by the Additional Sessions Judge, Patiala, vide which the appeal preferred by the petitioner against the judgment of conviction and order of sentence dated 29.11.2018 passed by the learned

Judicial Magistrate 1st Class, Rajpura has been dismissed and the connected appeal preferred by Kirpal Singh (respondent) has been partly allowed.

3. The brief facts of the case are that the complainant/respondent (hereinafter known as the respondent) averred in his complaint that the accused/petitioner (hereinafter known as petitioner) in order to discharge his legal and enforceable liability issued a cheque bearing no.383062 dated 25.09.2009 for Rs.27,00,000/- drawn on Axis Bank Ltd., Branch Nabha in favour of the respondent. The respondent presented the said cheque in his account with Punjab National Bank, Gagan Chowk Branch, Rajpura for clearance, but, the said cheque was dishonoured, vide memo dated 03.11.2009 with the remarks "Exceeds arrangements" Thereafter, the respondent got issued a legal notice dated 09.11.2009. Despite the issuance of legal notices, the petitioner did not pay any amount to the respondent leading to the filing of complaint.

4. The respondent led his preliminary evidence by tendering his affidavit Ex.CW-1/A and proved on record the documents i.e. original cheque as Ex.C-1, original memo of Axis Bank Ltd. As Ex.C2, copy of legal notice as Ex.C3, postal receipt as Ex.C4, UPC receipt as Ex.C5, copy of receipt for deposit of the cheque as Ex.C6, copy of authority letter as Ex.C7/A, copy of account statement as Ex.CX, copy of cheque return register as Ex.CY. Copy of account statement of Punjab National Bank as Ex.CZ, copy of authority letter of Punjab National Bank as Ex.CZ/1, copy of register of Punjab National Bank as Ex.CZ/2. The respondent also examined Gurvinder Sharma as CW-2. He proved on record documents Ex.C1, Ex.C2, Ex.CX and Ex.CY, Shri P.S. Kainth as CW-3 and he proved on record documents i.e. Ex.C1,

Ex.C2, Ex.CZ/1 and Ex.CZ/2. Based on the preliminary evidence, the then S.D.J.M., Rajpura vide order dated 03.02.2010, summoned the petitioner for the offence punishable under Section 138 of Negotiable Instrument Act.

5. Finding a prima facie case under Section 138 of Negotiable Instrument Act, notice of accusation, was served upon the accused on 21.05.2014, to which he pleaded not guilty and claimed trial.

6. In order to prove his case, the respondent examined Sandeep Kumar SWOB (Clerk), Punjab National Bank, Rajpura as CW-1 and he proved on record documents i.e. original cheque as Ex.C1, original memo as Ex.C2, copy of authority letter dated 30.07.2018 as Ex.C3, copy of account statement of Amandeep Singh and Kirpal Singh as Ex.C4, copy of cheque return register as Ex.C5 and cheque deposit receipt dated 30.10.2009 as Ex.C6. The respondent further examined Sh. Preet Pal Singh, Asstt. Manager, Axis Bank, Rajpura as CW-2 and he proved on record documents i.e. original memo as Ex.C2, copy of authority letter dated 30.07.2018 as Ex.C7, copy of account statement of accused as Ex.C8. The respondent Kirpal Singh himself stepped into the witness box as CW-3, who deposed through his duly sworn affidavit Ex.CW3/A and proved on record the documents i.e. original cheque as Ex.C-1, original memo of Axis Bank Ltd. As Ex.C2, legal notice as Ex.C-3, postal receipt as Ex.C4, U.P.C. receipt as Ex.C5, cheque deposit receipt as Ex.C6, copy of agreement to sell dated 3.01.2009 as Ex.C7, copy of affidavit dated 24.04.2009 as Ex.C8, copy of agreement to sell dated 12.07.2008 as Ex.C9, copy of Driving License of Sukhdev Singh and accused Amarjit Singh as Ex.C10 and Ex.C11, copy of bank draft dated 3.01.2009 as Ex.C-12, copy of Jamabandi for the year 2004-2005 as Ex.C13. The

respondent has further examined Jaswinder Singh as CW-4 through his duly sworn affidavit Ex.CW4/A and he proved on record statement of account as Ex.C8. The respondent further examined Joginder Singh as CW-5 through his duly sworn affidavit Ex.CW5/A and he proved on record agreement to sell dated 3.01.2009 as Ex.C7. Thereafter, the respondent closed his evidence.

7. The statement of the petitioner was recorded under Section 313 Cr.P.C. He pleaded that he was innocent and had been falsely implicated. He had no legally enforceable liability towards respondent. Kirpal Singh filed complaint without any legally enforceable debt. Even, in his cross-examination, he admitted that there was no documentary evidence to prove that he had issued the cheque in question in his favour. In fact, there was a dispute with regard to an agreement to sell Ex.D1 which was in favour of Amandeep Singh and Amarinder Singh sons of the respondent. The said civil suit was also filed and decreed by the court for a sum of Rs.27 lac vide judgment dated 5.03.2014. The respondent intentionally did not disclose the pendency of the civil suit in the complaint as well as in his legal notice dated 9.11.2009. He had not executed any document Ex.C8 in favour of the respondent. He had also not received any amount of Rs.27 lac from the respondent and the said respondent himself admitted in his cross-examination that they had given Rs.27 lac to one Sukhdev Singh as per agreement dated 3.01.2009. The respondent himself admitted that he petitioner/Amarjit Singh never executed any agreement to sell in his favour. The respondent did not place on record any bank statement regarding which he had withdrawn the amount of Rs.27 lac and made any draft in his favour. The respondent and his sons were harassing him through the present complaint on one side, his sons

had filed a civil suit for specific performance against him and on the other side, the respondent had filed the present complaint against him. Thereafter, the petitioner closed his defence evidence.

8. The petitioner filed an appeal bearing No.CRA-1120 of 2018. The respondent also filed an appeal seeking double of the cheque amount as compensation. Both the aforesaid appeals came to be decided by the Court of Addl. Sessions Judge, Patiala and were dismissed. However, in the appeal filed by the respondent, the petitioner was ordered to pay 6% interest on the cheque amount of Rs.27,00,000/-.

9. The present revision petitions have been preferred against the said judgment.

10. The learned counsel for the petitioner contends that the complaint does not disclose as to what was the legally enforceable debt for which the cheque in question was issued. In fact, the petitioners had no transaction with the respondent. The agreement to sell referred to is between Sukhdev Singh and Amaninder Singh along with Amandeep Singh (sons of the petitioner). These facts have not been considered by the Courts below in their proper perspective. He further contends that the interest at the rate of 6% is harsh and excessive. He thus contends that both the petition be allowed and the petitioner be acquitted of the charges framed against him.

11. The learned counsel for the respondent, on the other hand, contends that the petitioner entered into an agreement to sell dated 03.01.2009 (Annexure P-2) (Ex.C7) through his sons with Sukhdev Singh with the stipulation that Sukhdev Singh could further enter into an agreement dated 12.07.2008 (Ex.C9) with any person of his choice. Based on the said

agreement, Sukhdev Singh entered into a further agreement with Kirpal Singh (respondent) and received an amount of Rs. 27 Lakhs. However, pursuant to the receipt of the said amount, Sukhdev Singh stopped dealing with the petitioner. The respondent approached the petitioner/Amarjit Singh to execute the sale deed in terms of the agreement dated 03.01.2009 entered between Sukhdev Singh on the one hand and the respondent on the other. The petitioner swore an affidavit (Exhibit C-8), vide which he undertook to pay an amount of Rs. 27 Lakhs to the respondent. He subsequently resiled from the affidavit and did not execute the sale deed in favour of the respondent and instead issued a cheque for an amount of Rs. 27 Lakhs, which came to be dishonoured. The signatures on the cheque are not disputed. Once the said signatures are not disputed, a presumption arises that the cheque was issued for a legally enforceable debt. The petitioner has been unable to rebut that presumption. Therefore, the present revision petitions are liable to be dismissed.

12. I have heard learned counsel for the parties.

13. What emerges from the record is that it is the case of the respondent that the petitioner, in order to discharge his legal and enforceable liability issued a cheque bearing no.383062 dated 25.09.2009 for Rs.27,00,000/- drawn on Axis Bank Ltd., Branch Nabha in favour of the respondent. The respondent presented the said cheque in his account with Punjab National Bank, Gagan Chowk Branch, Rajpura for clearance but the said cheque was dishonoured with the remarks “Exceeds arrangements” Thereafter, the respondent got issued a legal notice dated 09.11.2009. Most importantly, the petitioner has not denied his signatures on the cheque, but it

is his plea that there was no existing debt/liability against the petitioner/Amarjit Singh of the amount of cheque. The respondent/Kirpal Singh without any legally enforceable liability filed the complaint against the petitioner. It is argued that there is a dispute with regard to an agreement to sell Ex.D1 which was in favour of Amandeep Singh and Amarinder Singh sons of respondent. The said civil suit was also filed and money decree was passed by the court for a sum of Rs.27 lac vide judgment dated 5.3.2014.

14. However, it is noteworthy once the petitioner admits his signatures on the cheque Ex.C1, the presumption under section 139 read with Section 118 of the Act would come up for consideration. Section 139 of the Act raises a presumption in favour of the respondent that the cheque was issued in discharge of a legally enforceable debt. Section 118 of the Act provides that a presumption would be raised as to consideration as regards the date of the instrument, as to the time of acceptance, as to the time of transfer, as to order of endorsement, as to appropriate stamps and as to the holder being a holder in due course.

The presumptions available under section 139 and 118 of the Act are rebuttable and once the issuance of the cheque is proved or the petitioner admits his signatures, the presumption arises in favour of the respondent and the burden of proof shifts upon the petitioner. The petitioner can discharge this burden either on the basis of the material which is already available on the record or he may raise preponderance of probabilities in his favour.

15. In order to discharge the onus of proving the issuance of the cheque, the respondent examined Sandeep Kumar, SWOB with Punjab National Bank, Branch Gagan Chowk, Rajpura as CW1 and he has proved

original cheque Ex.C1, memo vide which cheque was dishonoured as Ex.C2, authority letter Ex.C3, copy of account statement of Kirpal Singh Ex.C4, copy of cheque return register Ex.C5 and receipt Ex.C6 vide which the said cheque was presented for collection through receipt on 30.10.2009. The respondent also examined Preet Pal Singh, Assistant Manager with AXIS Bank as CW2 and he proved on record the original cheque as Ex.C1, original memo of Axis Bank Ltd. as Ex.C2, authority letter Ex.C7 and certified copy of account statement as Ex.C8. Kirpal Singh, respondent appeared as CW3 and tendered into evidence his duly sworn affidavit Ex.CW3/A. He also proved the cheque Ex.C1, memo vide which cheque was dishonoured Ex.C2, copy of legal notice as Ex.C3, postal receipt as Ex.C4, UPC receipt as Ex.C5, copy of receipt for deposit of the cheque as Ex.C6, agreement dated 3.1.2009 Ex.C7, affidavit of Amarjit Singh Ex.C8, attested copy of agreement to sell dated 12.7.2008 Ex.C9, attested copy of driving licence of Sukhdev Singh and accused Ex.C10 and Ex.C11, copy of bank draft Ex.C12, copy of jamabandi for the year 2004-2005 Ex.C13. The respondent has duly proved the documents and the issuance of the cheque. Even otherwise the petitioner admits his signatures on the cheque.

16. The defence of the petitioner is that there was no legally enforceable liability towards respondent/Kirpal Singh and he did not owe him any money cannot be accepted. It is his plea that the dispute between them was regarding the agreement to sell which was entered into between the respondent on behalf of his sons and Sukhdev Singh with the concurrence of the petitioner. It is his case that the agreement was with the sons of the respondent and hence the accused did not owe the respondent the amount

demanded. To the contrary it is the plea of the respondent that at the time of the agreement the respondent had paid Rs.24 lacs to Sukhdev Singh in the shape of bank draft and Rs.3 lacs in cash. Apparently, the entire dispute between the parties revolves around two agreements one between the petitioner/Amarjit Singh and Sukhdev Singh and the other between Sukhdev Singh(in concurrence with Amarjit Singh) and the sons of the respondent/Kirpal Singh. The agreement to sell dated 12.07.2008 entered into between Sukhdev Singh and the petitioner/Amarjit Singh is Ex.C9 and it is the case of the respondent that on the strength of this document Ex.C9 and on the concurrence of the petitioner/Amarjit Singh; Sukhdev Singh entered into an agreement dated 03.01.2009 with the respondent's sons and at that time, the respondent paid Rs.24 lacs to Sukhdev Singh in the shape of bank draft and Rs.3 lacs in cash and the date for execution of the sale deed was 22.07.2008. Later on the respondent came to know that Sukhdev Singh was not negotiating regarding the property in question with the petitioner/Amarjit Singh and accordingly, the respondent approached Amarjit Singh directly to execute the sale deed of the property as per the terms and conditions of Ex.C7 and Amarjit Singh further authenticated this promise which he agreed to be fulfilled as per the terms of the Ex.C7 and accordingly swore an affidavit Ex.C8 vide which he undertook to pay an amount of Rs.27 lacs to the respondent. Further, it is the case of the respondent that the petitioner/Amarjit Singh resiled from his affidavit Ex.C8 and did not execute the sale deed but issued the cheque Ex.C1. These facts were reiterated on oath by the respondent while appearing as CW3 and he proved the said documents and he also examined the witnesses of the agreement to sell as CW4 Jaswinder Singh and CW5 Joginder Singh. In order to prove the presentation of the cheque Ex.C1 for encashment and its subsequent dishonour, the respondent examined CW1 Sandeep Kumar and CW2 Preet Pal Singh; the employees of the bank.

17. The petitioner on the other hand in his defence took the plea that the cheque in question was issued without any consideration and it did not pertain to this agreement to sell Ex.C7 and it is the plea of the petitioner that this cheque was issued in another transaction Ex.D1. However, the petitioner has not denied his signature on the cheque Ex.C1.

18. Thus, a cumulative effect of the entire evidence would reveal that the petitioner has admitted his signatures on the cheque in question Ex.C1. Ex.C8 is the affidavit of the respondent whereby he has acknowledged the receipt of Rs.27 lacs and the petitioner has not brought on record any evidence in defence to show that this cheque was not executed by him nor any evidence to dislodge the affidavit Ex.C8 has been led. The plea of the petitioner was that Ex.C7 was entered into in favour of the sons of the respondent and not the respondent and hence the respondent did not have the locus standi to file the present complaint cannot be accepted. In the light of the contents of Ex.C7 since Ex.C7 was executed by the respondent on behalf of his sons. A perusal of Ex.C7 would reveal that petitioner/Amarjit Singh accused has signed the agreement showing his consent and concurrence.

19. The petitioner has not denied his signatures on the cheque nor has he been able to dislodge the authenticity of the cheque brought on record by the respondent. The petitioner has also taken the plea that a civil suit regarding the agreement to sell Ex.C7 was decreed in favour of the respondent by the Court for a sum of Rs.27 lacs vide judgment dated

05.03.2014. This fact regarding the suit of the respondent being decreed is in itself evidence of the fact that the cheque Ex.C1 was issued in discharge of a legally enforceable liability. Ex.C8 the affidavit of the petitioner acknowledges this legal debt as well.

20. Thus, the respondent has duly proved the issuance of the cheque in question Ex.C1 for a legally enforceable debt which upon its presentation was dishonoured vide memo Ex.C2 with the remarks 'Exceeds arrangements' and the petitioner inspite of receipt of notice Ex.C3 failed to make the payment within stipulated period and has thus committed the offence under section 138 of the Act.

21. In view of the above, I find no merit in the present petition. Therefore, the same stands dismissed.

CRR-3171-2025

In view of the dismissal of the above revision petition, the present petition seeking setting aside the judgment to the extent that compensation at the rate of 6% was awarded also stands dismissed as the compensation has been rightly awarded and cannot be said to be unduly harsh.

(JASJIT SINGH BEDI)
JUDGE

18.08.2026
JITESH

Whether speaking/reasoned:- Yes/No
Whether reportable:- Yes/No