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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 31-07-2026

CORAM

THE HON'BLE MR.JUSTICE SHAMIM AHMED

CRL RC No. 917 of 2024

CrI.MP.No.7833 and 7835 of 2024

S.V.Velraj, S/o.Vairava Nadar, Sole Proprietor,
M/s.Vairava Nadar Sons, No.378, West Great
Cotton Road, Tuticorin, Tamil Nadu-628 001.

..Petitioner(s)

Vs

M/s.Ramco Industries Limited Company
Represented By Its Personal Assistant And
Authorized Representative Mr.Yogeshwaran,
S/o.Kottiswaran Auras Corporate Centre, Sixth
Floor, Door No.98-a, Dr.Radakrishnan Road,
Mylapore, Chennai-600 004.

..Respondent(s)

Prayer:- This Criminal Revision Case is filed to set aside the judgement of conviction and sentence, dated 12.03.2024 made in CrI.A.No.316 of 2022, by the XXII Additional Sessions Court at Allikulam, Chennai, confirming the judgement of conviction and sentence, dated 09.09.2022 made in CC.No.3274 of 2011, by the Metropolitan Magistrate, Fast Track Court-V, Saidapet.

For Petitioner(s): No Appearance

For Respondent(s): Mr.M.Arvind Kumar

ORDER

1. This Criminal Revision Case is filed to set aside the judgement of conviction and sentence, dated 12.03.2024, passed in CrI.A.No.316 of 2022, by the XXII Additional Sessions Court at Allikulam, Chennai,



confirming the judgement of conviction and sentence, dated 09.09.2022, made in CC No.3274 of 2011, by the Metropolitan Magistrate, Fast Track Court-V, Saidapet.

2. The facts of the case, in a nutshell, are as follows:-

(a) The Revision Petitioner is the accused and the Respondent is the complainant. In the course of business transaction, for the balance outstanding amount due to the complainant towards the supply of goods by the complainant, the accused had issued a cheque, dated 03.02.2009 for a sum of Rs.5,00,000/-. When the said cheque was presented for encashment, the same was dishonoured. Hence, in respect of dishonour of the said cheque, the complainant had preferred the complaint against the accused in CC.No.3274 of 2011, 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, PW.1 was examined and Ex.P1 to Ex.P6 were marked. On the side of the accused, DW.1 was examined and Ex.D1 and Ex.D2 were marked.

(c) By the judgement of conviction and sentence, dated 09.09.2022, 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 three months and to pay fine of Rs.5,000/- in default, to undergo fifteen days Simple Imprisonment and also to pay a sum of



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Rs.5,00,000/- as compensation 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

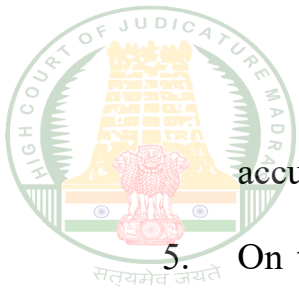
and sentence, dated 12.03.2024, confirmed the judgement of conviction

and sentence of the Trial Court. Hence, this Criminal Revision Case has

been filed by the accused, seeking the relief, as stated above.

3. This Court heard the learned counsel for the parties and considered the submissions and also perused the entire materials placed on record.

4. According to the Revision Petitioner, the complainant, having received 80% of the defective stocks, failed to deduct the amount for the same and misused the cheque, which was issued only for security purpose. The complainant failed to prove his case beyond any reasonable doubt and there is no legally enforceable debt by the Revision Petitioner to the complainant under the cheque, in question. The Revision Petitioner has rebutted the presumption under Section 139 of the Negotiable Instruments Act, by way of valid materials. 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 Revision 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.

5. 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 not denied the signature in the cheque in question and also issuance of the cheque in question to the complainant and the transactions with the complainant 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 punishments, are justified and hence, no interference by this Court is required.

6. On a perusal of the entire records, it is seen that the Trial Court has found that the accused did not deny his signature in the Ex.P2 Cheque and also issuance of the said cheque to the complainant and the transactions with the complainant. The Trial Court has also found that the accused admitted that he had received Ex.P5 legal notice, but he failed to issue any reply notice to the complainant and that the accused has failed to prove that the cheque in question was issued only for security purpose and it was misused by the complainant, by valid evidence.

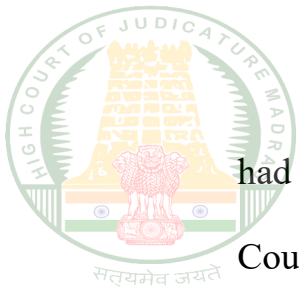
7. The Trial Court has ultimately held that the accused failed to rebut the



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presumption under Section 139 of the Negotiable Instruments Act, by letting in valid evidence and that the accused has failed to probabalise his defence on the basis of the materials available on record. Consequently, the Trial Court, in the light of the concrete evidence to show that there were business transactions between the parties and that the accused did not deny his signature found in the cheque in question and the issuance of the cheque in question, drawing presumption under Section 139 of the Negotiable Instruments Act, in favour of the complainant, has 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 judgements 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 three months and to pay fine of Rs.5,000/- in default, to undergo fifteen days Simple Imprisonment and also to pay a sum of Rs.5,00,000/- as compensation to the complainant, in default, to undergo Simple Imprisonment for two months.

8. 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.

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9. As stated above, nowhere, the accused has denied his signature found on the cheque in question. The accused did not also deny the issuance of the cheque in question to the complainant and the business transactions between the parties.
10. 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:-

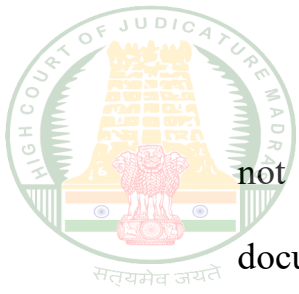
“15. Coming back to the facts in the present case, we are in agreement with the High Court's view that the accused did not raise a probable defence. As noted earlier, the defence of the loss of a blank cheque was taken up belatedly and the accused had mentioned a different date in the 'stop payment' 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



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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.”

11. 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.
12. 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.
13. Even before this Court, the learned counsel for the Revision Petitioner is

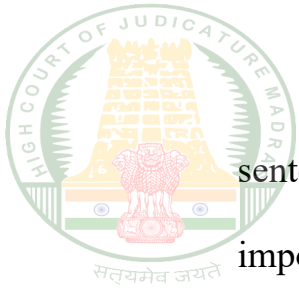


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not able to point out any single piece of evidence, both oral and documentary, in support of his contentions. But, on the side of the complainant, this Court finds that there are ample evidence in support of the case of the Respondent/ complainant, 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.

14. 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 12.03.2024, passed in Crl.A.No.316 of 2022, by the XXII Additional Sessions Court at Allikulam, Chennai, confirming the judgement of conviction and sentence, dated 09.09.2022, made in CC No.3274 of 2011, by the Metropolitan Magistrate, Fast Track Court-V, Saidapet, is **confirmed**. The order, dated 24.05.2024, of the Coordinate Bench of this Court, granting the relief of suspension of sentence and bail, to the Revision Petitioner, shall stand cancelled. There is no order as to costs. Consequently, the connected Criminal Miscellaneous Petitions are closed. The File is consigned to record.

15. 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.

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

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Index: Yes/No

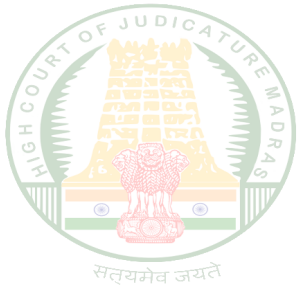
Speaking/Non-speaking order

Neutral Citation: Yes/No

SRCM

To

1. The XXII Additional Sessions Court at Allikulam, Chennai
2. The Metropolitan Magistrate, Fast Track Court-V, Saidapet



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Case Citation: (2026) ibclaw.in 4799 HC

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SHAMIM AHMED, J.

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