IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

Cr. Appeal No. 14 of 2012
Reserved on: 14.08.2026
Date of Decision: 21.08.2026.

R.S. Shukla ...Appellant

Versus

Manjeet Singh & Ors. ...Respondents

Coram
Hon'ble Mr Justice Rakesh Kainthla, Judge.
Whether approved for reporting?[1] *Yes*

For the Appellant : Mr Vijay Chaudhary, Advocate.
For the Respondent : Mr Ashok Kumar, Advocate.

Rakesh Kainthla, Judge

The present appeal is directed against the judgment dated 07.09.2011 passed by the learned Chief Judicial Magistrate, Kangra at Dharamshala (learned Trial Court) vide which the respondents (accused before the learned Trial Court) were acquitted of the commission of an offence punishable under Section 138 of the Negotiable Instruments Act (NI Act). *(The parties shall hereinafter be referred to in the same manner as they were arrayed before the learned Trial Court for convenience).*

1 Whether reporters of Local Papers may be allowed to see the judgment? Yes.

2. Briefly stated, the facts giving rise to the present appeal are that the complainant presented a complaint against the accused for the commission of an offence punishable under Section 138 of the NI Act. It was asserted that the accused no. 1 to 4 had been running a partnership concern in the name and style of M/s Manjit and Company. Accused no. 4, Baldev Raj, used to operate the accounts, and the other accused were in charge and responsible for the conduct of the business of the firm. The complainant stood guarantor for the loan raised by the partnership. He created an equitable mortgage on his landed property and deposited his original title deeds with the bank. The accused issued a cheque of ₹1,60,000/- signed by accused no. 4 with the understanding that the complainant would repay the loan to the bank on default by the firm and would recoup the money paid by him from the cheque. The complainant presented the cheque at his bank, but it was dishonoured with endorsement "insufficient funds". The complainant issued a notice to the accused asking them to repay the money within 15 days of the receipt of the notice. The notice was duly served upon the accused, but they failed to repay the money. Hence, a complaint

was filed against the accused for taking action against them as per the law.

3. Learned Trial Court found sufficient reasons to summon the accused. When the accused appeared, a notice of accusation was put to them for the commission of offences punishable under Section 138 of the NI Act, to which they pleaded not guilty and claimed to be tried.

4. The complainant examined himself (CW1), Ravinder Singh (CW2), Kuldeep Sharma (CW3) to prove his complaint.

5. The accused, in their statements recorded under Section 313 of the Code of Criminal Procedure (CrPC), admitted that they were running a partnership firm and they had a family relationship with the complainant. They also admitted that the complainant had stood guarantor for the firm and had created security by mortgaging his property. Accused Baldev Raj stated that the cheque was handed over as a guarantee at the time of opening the account. He admitted his signatures on the cheque. He also admitted that the complainant was to repay the loan in case of default by the firm in paying the loan. The accused claimed that they were innocent and were falsely implicated.

6. They examined Surinder Shastri (DW1) and Rajesh Kumar (DW2) in their defence.

7. Learned Trial Court held that as per the complainant's case, the cheque was issued as a security for the guarantee given by the complainant to the banker of the accused. The complainant could have presented the cheque upon the default in the payment of the loan amount by the accused. There was no evidence to show that the accused had defaulted and the complainant had paid the money undertaken to be paid by him. Thus, the necessary condition for presenting the cheque was not satisfied. Hence, the learned Trial Court acquitted the accused.

8. Being aggrieved by the judgment passed by the learned Trial Court, the complainant has filed the present appeal asserting that the learned Trial Court erred in appreciating the material on record. The accused No. 4 admitted his signature on the cheque. Therefore, a presumption arose that the cheque was issued for consideration to discharge the debt/liability. The burden is upon the accused to rebut this presumption, and mere denial is not sufficient. Therefore, it was prayed that the present

appeal be allowed and the judgment passed by learned Trial Court be set aside.

9. I have heard Mr Vijay Chaudhary, learned counsel for the appellant and Mr Ashok Kumar, learned counsel for the respondents/accused.

10. Mr Vijay Chaudhary, learned counsel for the appellant, submitted that the issuance of the cheque and signatures on the cheque were not disputed. Therefore, a presumption arose that the cheque was issued for consideration to discharge the debt/liability. The accused had not rebutted the presumption attached to the cheque, and the learned Trial Court erred in dismissing the complaint. Hence, he prayed that the present appeal be allowed and the judgment passed by the learned Trial Court be set aside. He relied upon the judgment of this Court in ***M/s Asia Trade Links vs M/s Sharma Electronics 2024: HHC:5402-DB*** in support of his submission.

11. Mr Ashok Kumar, learned counsel for the respondents, submitted that the liability of the accused would have arisen after the payment of the money by the complainant. The complaint does not mention that the complainant had paid

any money to the bank. Therefore, the learned Trial Court had rightly held that the complainant could not have presented the cheque to the bank. The learned Trial Court had taken a reasonable view while acquitting the accused, and this Court should not interfere with the reasonable view of the learned Trial Court, even if another view is possible. Therefore, he prayed that the present appeal be dismissed.

12. I have given considerable thought to the submissions made at the bar and have gone through the records carefully.

13. The present appeal has been filed against a judgment of acquittal. It was laid down by the Hon'ble Supreme Court in ***Sanjay Kumar v. State of Bihar, 2026 SCC OnLine SC 1373,*** that the Court can interfere with a judgment of acquittal only if it is impossible, perverse, wholly unsustainable, or manifestly illegal. It was observed:

> **Scope of interference with an acquittal:**
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> **26.** At the outset, it is necessary to remind ourselves of the settled principles governing interference with an order of acquittal. An accused is presumed innocent until proven guilty. When a court of competent jurisdiction acquits the accused, the presumption of innocence is not weakened but reinforced. Where such acquittal is affirmed by the High Court, the caution to be exercised by this Court under Article 136 is even greater.

27. In ***Kali Ram v. State of Himachal Pradesh (1973) 2 SCC 808: 1973 SCC (Cri) 1048***, this Court explained the golden thread running through criminal jurisprudence in the following words:

> *"25. Another golden thread which runs through the web of the administration of justice in criminal cases is that if two views are possible on the evidence adduced in the case, one pointing to the guilt of the accused and the other to his innocence, the view which is favourable to the accused should be adopted. This principle has a special relevance in cases wherein the guilt of the accused is sought to be established by circumstantial evidence. A rule has accordingly been laid down that unless the evidence adduced in the case is consistent only with the hypothesis of the guilt of the accused and is inconsistent with that of his innocence, the Court should refrain from recording a finding of guilt of the accused. It is also an accepted rule that in case the Court entertains reasonable doubt regarding the guilt of the accused, the accused must have the benefit of that doubt. Of course, the doubt regarding the guilt of the accused should be reasonable; it is not the doubt of a mind which is either so vacillating that it is incapable of reaching a firm conclusion or so timid that it is hesitant and afraid to take things to their natural consequences. The rule regarding the benefit of doubt also does not warrant acquittal of the accused by resort to surmises, conjectures or fanciful considerations. As mentioned by us recently in the case of* State of Punjab *v.* Jagir Singh, *a criminal trial is not like a fairy tale wherein one is free to give flight to one's imagination and fantasy. It concerns itself with the question as to whether the accused arraigned at the trial is guilty of the offence with which he is charged. Crime is an event in real life and is the product of the interplay of different human emotions. In arriving at the conclusion about the guilt of the accused charged with the commission of a crime, the Court has to judge the evidence by the yardstick of probabilities, intrinsic worth and the animus of witnesses. Every case in*

the final analysis would have to depend upon its own facts. Although the benefit of every reasonable doubt should be given to the accused, the Courts should not at the same time reject evidence which is ex facie trustworthy on grounds which are fanciful or in the nature of conjectures."

28. The decision in ***Kali Ram*** (supra) further cautions that wrongful acquittal and wrongful conviction do not stand on the same footing, for conviction of an innocent person causes grave injustice and shakes public confidence in the administration of criminal justice. The rule of benefit of doubt, therefore, is not a technical rule; it is a substantive safeguard flowing from the presumption of innocence.

29. In ***Ghurey Lal v. State of Uttar Pradesh (2008) 10 SCC 450: (2009) 1 SCC (Cri) 60***, this Court reiterated the limited scope of interference with acquittals. This Court observed:

"75. The Trial Court has the advantage of watching the demeanour of the witnesses who have given evidence; therefore, the appellate court should be slow to interfere with the decisions of the Trial Court. An acquittal by the Trial Court should not be interfered with unless it is totally perverse or wholly unsustainable."

30. The decision in ***Ghurey Lal*** (supra) also crystallised certain propositions: first, there is a double presumption of innocence in favour of an acquitted accused; secondly, if two views are possible, the view favourable to the accused must prevail; thirdly, though the appellate court has the power to reappreciate evidence, it should interfere only when the acquittal is manifestly illegal, perverse or results in miscarriage of justice; and fourthly, due weight must be given to the Trial Court's findings, particularly because the trial judge had the advantage of observing the demeanour of witnesses.

31. In ***Chandrappa v. State of Karnataka (2007) 4 SCC 415: (2007) 2 SCC (Cri) 325***, this Court held that though the appellate court has full power to review and reappreciate

> the evidence, the presumption of innocence is strengthened by an order of acquittal. It was held that when two reasonable conclusions are possible on the basis of evidence on record, the appellate court should not disturb the finding of acquittal.
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> **32.** The same principle was restated in ***Mrinal Das v. State of Tripura (2011) 9 SCC 479***, wherein this Court held that an order of acquittal is to be interfered with only when there are compelling and substantial reasons for doing so. If two reasonable views are possible on the basis of the evidence on record, the appellate court should not disturb the finding of acquittal.
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> **33.** Therefore, the question before us is not whether another view on the evidence is possible. The question is whether the view taken by the Trial Court and affirmed by the High Court is impossible, perverse, wholly unsustainable, or manifestly illegal. Having examined the record, we are unable to hold so.

14. While dealing with the appeal against the acquittal in a complaint filed for the commission of an offence punishable under Section 138 of the NI Act the Hon'ble Supreme Court held in ***Rohitbhai Jivanlal Patel v. State of Gujarat (2019) 18 SCC 106*** that the normal rules with same rigour cannot be applied to the cases under Negotiable Instruments Act because there is a presumption that the holder had received the cheque for consideration to discharge the debt/liability. The Appellate Court is entitled to look into the evidence to determine whether the accused has discharged the burden or not. It was observed: -

"**12.**... The principles aforesaid are not of much debate. In other words, ordinarily, the appellate court will not be upsetting the judgment of acquittal, if the view taken by the trial court is one of the possible views of the matter and unless the appellate court arrives at a clear finding that the judgment of the trial court is perverse i.e. not supported by evidence on record or contrary to what is regarded as normal or reasonable; or is wholly unsustainable in law. Such general restrictions are essential to remind the appellate court that an accused is presumed to be innocent unless proven guilty beyond a reasonable doubt, and a judgment of acquittal further strengthens such presumption in favour of the accused. However, such restrictions need to be visualised in the context of the particular matter before the appellate court and the nature of the inquiry therein. The same rule with the same rigour cannot be applied in a matter relating to the offence under Section 138 of the NI Act, particularly where a presumption is drawn that the holder has received the cheque for the discharge, wholly or in part, of any debt or liability. Of course, the accused is entitled to bring on record the relevant material to rebut such presumption and to show that preponderance of probabilities are in favour of his defence but while examining if the accused has brought about a probable defence so as to rebut the presumption, the appellate court is certainly entitled to examine the evidence on record in order to find if preponderance indeed leans in favour of the accused.

13. For determination of the point as to whether the High Court was justified in reversing the judgment and orders of the trial court and convicting the appellant for the offence under Section 138 of the NI Act, the basic questions to be addressed are twofold: as to whether the complainant Respondent 2 had established the ingredients of Sections 118 and 139 of the NI Act, so as to justify drawing of the presumption envisaged therein; and if so, as to whether the appellant-accused had been able to displace such presumption and to establish a probable defence whereby, the onus would again shift to the complainant?"

15. The present appeal has to be decided as per the parameters laid down by the Hon'ble Supreme Court.

16. The ingredients of the commission of an offence punishable under Section 138 of the NI Act were explained in ***Kuntegowda v. Thurubaiah, 2026 SCC OnLine SC 1485*** as under:

> **5.3.** At this juncture, it is pertinent to highlight the key ingredients as highlighted by this Court in the case of ***Kusum Ingots & Alloys Ltd. v. Pennar Peterson Securities Ltd., (2000) 2 SCC 745: 2000 SCC (Cri) 546: (2000) 100 COMP CAS 755.***
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> "10. On a reading of the provisions of Section 138 of the NI Act, it is clear that the ingredients which are to be satisfied for making out a case under the provision are:
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> (i) a person must have drawn a cheque on an account maintained by him in a bank for payment of a certain amount of money to another person from out of that account for the discharge of any debt or other liability;
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> (ii) that cheque has been presented to the bank within a period of six months from the date on which it is drawn or within the period of its validity, whichever is earlier;
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> (iii) that cheque is returned by the bank unpaid, either because the amount of money standing to the credit of the account is insufficient to honour the cheque or that it exceeds the amount arranged to be paid from that account by an agreement made with the bank;

(iv) the payee or the holder in due course of the cheque makes a demand for the payment of the said amount of money by giving a notice in writing to the drawer of the cheque, within 15 days of the receipt of information by him from the bank regarding the return of the cheque as unpaid;

(v) the drawer of such cheque fails to make payment of the said amount of money to the payee or the holder in due course of the cheque within 15 days of the receipt of the said notice.

11. If the aforementioned ingredients are satisfied, then the person who has drawn the cheque shall be deemed to have committed an offence. In the explanation to the section, clarification is made that the phrase "debt or other liability" means a legally enforceable debt or other liability.

5.4. The ingredients of the offence under Section 138 are as follows:

i. The drawing of a cheque by a person on an account maintained by him with the banker for the payment of any amount of money to another from that account.

ii. The cheque being drawn for the discharge in whole or in part of any debt or other liability.

iii. Presentation of the cheque to the bank within the period of six months or within the period of its validity.

iv. The return of the cheque by the drawee bank as unpaid either because the amount of money standing to the credit of that account is insufficient to honour the cheque or that it exceeds the amount arranged to be paid from that account.

v. A notice by the payee or the holder in due course making a demand for the payment of the amount to the drawer of the cheque within thirty days of the receipt of information from the bank in regard to the return of the cheque.

vi. Failure of the drawer of the cheque to make payment of the amount of money to the payee or the holder in due course within fifteen days of the receipt of the notice.

vii. Filing of the complaint within a month from the date of expiry of the grace period of fifteen days before a Metropolitan Magistrate or a Judicial Magistrate not below first class.

17. The accused admitted in their statements recorded under Section 313 of the CrPC that the cheque was issued to the complainant. Accused no. 4 admitted his signature on the cheque. Therefore, the issuance of the cheque and the signatures on the cheque were not disputed. It was laid down by the Hon'ble Supreme Court in ***APS Forex Services (P) Ltd. v. Shakti International Fashion Linkers (2020) 12 SCC 724***, that when the issuance of a cheque and signature on the cheque are not disputed, a presumption would arise that the cheque was issued in discharge of the legal liability. It was observed: -

> "9. Coming back to the facts in the present case and considering the fact that the accused has admitted the issuance of the cheques and his signature on the cheque and that the cheque in question was issued for the second time after the earlier cheques were dishonoured and that even according to the accused some amount was due and payable, there is a presumption under Section 139 of the NI Act that there exists a legally enforceable debt or liability. Of course, such a presumption is rebuttable.

> However, to rebut the presumption, the accused was required to lead evidence that the full amount due and payable to the complainant had been paid. In the present case, no such evidence has been led by the accused. The story put forward by the accused that the cheques were given by way of security is not believable in the absence of further evidence to rebut the presumption, and more particularly, the cheque in question was issued for the second time after the earlier cheques were dishonoured. Therefore, both the courts below have materially erred in not properly appreciating and considering the presumption in favour of the complainant that there exists a legally enforceable debt or liability as per Section 139 of the NI Act. It appears that both the learned trial court as well as the High Court have committed an error in shifting the burden upon the complainant to prove the debt or liability, without appreciating the presumption under Section 139 of the NI Act. As observed above, Section 139 of the Act is an example of a reverse onus clause and therefore, once the issuance of the cheque has been admitted and even the signature on the cheque has been admitted, there is always a presumption in favour of the complainant that there exists legally enforceable debt or liability and thereafter, it is for the accused to rebut such presumption by leading evidence."

18. This position was reiterated in ***N. Vijay Kumar v. Vishwanath Rao N., 2025 SCC OnLine SC 873***, wherein it was held as under:

> "6. Section 118 (a) assumes that every negotiable instrument is made or drawn for consideration, while Section 139 creates a presumption that the holder of a cheque has received the cheque in discharge of a debt or liability. Presumptions under both are rebuttable, meaning they can be rebutted by the accused by raising a probable defence."

19. A similar view was taken in ***Sanjabij Tari v. Kishore S. Borcar, 2025 SCC OnLine SC 2069***, wherein it was observed:

> *“ONCE EXECUTION OF A CHEQUE IS ADMITTED, PRESUMPTIONS UNDER SECTIONS 118 AND 139 OF THE NI ACT ARISE*
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> 15. In the present case, the cheque in question has admittedly been signed by the Respondent No. 1-Accused. This Court is of the view that once the execution of the cheque is admitted, the presumption under Section 118 of the NI Act that the cheque in question was drawn for consideration and the presumption under Section 139 of the NI Act that the holder of the cheque received the said cheque in discharge of a legally enforceable debt or liability arise against the accused. It is pertinent to mention that observations to the contrary by a two-Judge Bench in ***Krishna Janardhan Bhat v. Dattatraya G. Hegde, (2008) 4 SCC 54***, have been set aside by a three-Judge Bench in ***Rangappa*** (supra).
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> 16. This Court is further of the view that by creating this presumption, the law reinforces the reliability of cheques as a mode of payment in commercial transactions.
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> 17. Needless to mention that the presumption contemplated under Section 139 of the NI Act is rebuttable. However, the initial onus of proving that the cheque is not in discharge of any debt or other liability is on the accused/drawer of the cheque [See: ***Bir Singh v. Mukesh Kumar, (2019) 4 SCC 197***].

20. Thus, the Court has to start with the presumption that the cheque was issued in discharge of the liability for consideration, and the burden is upon the accused to rebut this presumption.

21. It was specifically asserted in paragraph 3 of the proof affidavit (Ext.C1) that a security was created on the complainant's property. The cheque was issued by the partnership concern with a condition that the complainant would repay the loan to the bank in case of default by the accused. The complaint does not mention that the complainant has paid any money to the bank. Therefore, the learned Trial Court had rightly held that the necessary condition for presenting the cheque before the bank had not arisen. It was laid down by the Hon'ble Supreme Court in ***Sampelly Satyanarayana Rao vs. Indian Renewable Energy Development Agency Limited 2016(10) SCC 458*** that Section 138 of the NI Act is attracted only if, on the date of the presentation of the cheque, liability or the debt exists or the amount has become legally recoverable, and not otherwise. It was observed: -

> "10. We have given due consideration to the submission advanced on behalf of the appellant as well as the observations of this Court in ***Indus Airways Private Limited versus Magnum Aviation Private Limited (2014) 12 SCC 53*** with reference to the explanation to Section 138 of the Act and the expression "for the discharge of any debt or other liability" occurring in Section 138 of the Act. We are of the view that the question of whether a post-dated cheque is for "discharge of debt or liability" depends on the nature of the transaction. *If, on the date of the cheque, liability or*

> *debt exists or the amount has become legally recoverable, the Section is attracted and not otherwise.*
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> xxxxxxx
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> 13. The crucial question to determine the applicability of Section 138 of the Act is whether the cheque represents the discharge of existing enforceable debt or liability, or whether it represents an advance payment without there being a subsisting debt or liability. While approving the views of different High Courts noted earlier, this is the underlying principle as can be discerned from the discussion of the said cases in the judgment of this Court."
> (Emphasis supplied)

22. Similarly, it was held in ***Sripati Singh v. State of Jharkhand, 2021 SCC OnLine SC 1002*** that when the cheque is issued as a security, it cannot be presented prior to the loan or instalment becoming due for repayment. It was observed:

> "17. A cheque issued as security pursuant to a financial transaction cannot be considered a worthless piece of paper under any circumstance. 'Security' in its true sense is the state of being safe, and the security given for a loan is something given as a pledge of payment. *It is given, deposited or pledged to make certain the fulfilment of an obligation to which the parties to the transaction are bound*. If in a transaction, a loan is advanced and the borrower agrees to repay the amount in a specified timeframe and issues a cheque as security to secure such repayment; if the loan amount is not repaid in any other form before the due date or if there is no other understanding or agreement between the parties to defer the payment of the amount, the cheque which is issued as security would mature for presentation and the drawee of the cheque would be entitled to present the same. On such a presentation, if the same is dishonoured, the consequences contemplated

> under Section 138 and the other provisions of the NI Act would flow.
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> 18. When a cheque is issued and is treated as 'security' towards repayment of an amount with a time period being stipulated for repayment, all that it ensures is that *such a cheque, which is issued as 'security ', cannot be presented prior to the loan or the instalment maturing for repayment towards which such cheque is issued as security*. Further, the borrower would have the option of repaying the loan amount or such financial liability in any other form, and in that manner, if the amount of the loan due and payable has been discharged within the agreed period, the cheque issued as security cannot thereafter be presented. *Therefore, the prior discharge of the loan or there being an altered situation due to which there would be an understanding between the parties is a sine qua non to not present the cheque which was issued as security*. These are only the defences that would be available to the drawer of the cheque in proceedings initiated under Section 138 of the NI Act. Therefore, there cannot be a hard and fast rule that a cheque, which is issued as security, can never be presented by the drawee of the cheque. If such is the understanding, a cheque would also be reduced to an 'on-demand promissory note', and in all circumstances, it would only be civil litigation to recover the amount, which is not the intention of the statute. When a cheque is issued even though as 'security' the consequence flowing therefrom is also known to the drawer of the cheque and in the circumstance stated above if the cheque is presented and dishonoured, the holder of the cheque/drawee would have the option of initiating the civil proceedings for recovery or the criminal proceedings for punishment in the fact situation, but in any event, it is not for the drawer of the cheque to dictate terms with regard to the nature of litigation." (Emphasis supplied)

23. Therefore, the complainant could have presented the cheque only after he had paid the money to the bank and not

before that. This is also apparent from Section 140 of the Indian Contract Act, which provides that when a guaranteed debt has become due, or default of the principal debtor to perform a guarantee deed has taken place, the surety, upon the payment or the performance of all that is liable, is invested with all the rights which the creditor has against the principal debtor. Thus, the Section clearly provides that the right of the surety would arise upon the payment of the guaranteed debt or performance of the guaranteed duty and not before it. It was laid down by the Hon'ble Supreme Court in ***Bank of Bihar Ltd. v. Dr Damodar Prasad*, *(1969) 39 Comp Cas 133: 1968 SCC OnLine SC 280*** that "It is the duty of the surety to pay the decretal amount. On such payment he will be subrogated to the rights of the creditor under section 140 of the Indian Contract Act, and he may then recover the amount from the principal." In the present case, the complainant has nowhere stated that he had paid the guaranteed debt to the bank, and the learned Trial Court had rightly held that the complainant could not have presented the cheque to the bank.

24. A heavy reliance was placed upon Mark A, a letter issued by the bank to the complainant, in which a demand of

₹90,28,451/- plus interest was made. This letter only shows the demand, and not that the complainant had paid this amount. Even if the complainant had paid ₹90,28,451/-, he was not entitled to present the cheque for ₹1,60,00,000/- as this amount was not payable to the complainant. Therefore, this document, instead of helping the complainant, goes against him.

25. The complainant filed an application before this Court for placing the notice, sale certificate dated 19.09.2011, sale deed dated 21.09.2011 and copy of order dated 27.09.2016. However, these documents came into existence after the cheque was presented and dishonoured and would not help in determining whether the cheque was issued in discharge of the liability. Even otherwise, the order dated 27.09.2016 shows that the matter was compromised for a sum of ₹34,00,000/-. Thus, this order does not show that the complainant was entitled to recover ₹1,60,00,000/- from the accused, and no advantage can be derived from the documents sought to be produced on record.

26. The judgment in ***M/s Asia Trade Links*** (supra) deals with the presumption. However, the cited judgment will not help the complainant because the presumption has been discharged

by the evidence brought on record by the complainant himself. It was laid down by the Hon'ble Supreme Court in ***Rajesh Jain v. Ajay Singh, (2023) 10 SCC 148: 2023 SCC OnLine SC 1275,*** that the presumption applies in the absence of evidence and disappears after the evidence is produced. It was observed:

> "38. ***John Henry Wigmore [John Henry Wigmore and the Rules of Evidence: The Hidden Origins of Modern Law]*** *on Evidence* states as follows:
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> > "The peculiar effect of the presumption of law is merely to invoke a rule of law compelling the Jury to reach the conclusion in the absence of evidence to the contrary from the opponent but if the opponent does offer evidence to the contrary (sufficient to satisfy the Judge's requirement of some evidence), the presumption 'disappears as a rule of law and the case is in the Jury's hands free from any rule'."

27. Therefore, the learned Trial Court had taken a reasonable view, and no interference is required with a reasonable view of the learned Trial Court, even if another view is possible.

28. No other point was urged.

29. In view of the above, the present appeal fails, and it is dismissed. Pending applications, if any, also stand disposed of.

30. In view of the provisions of Section 437-A of the Code of Criminal Procedure (Section 481 of Bhartiya Nagarik Suraksha Sanhita, 2023) the respondents/accused are directed to furnish bail bonds in the sum of ₹25,000/- each with one surety each in the like amount to the satisfaction of the learned Trial Court within four weeks, which shall be effective for six months with stipulation that in the event of Special Leave Petition being filed against this judgment, or on grant of the leave, the respondents/accused on receipt of notice thereof, shall appear before the Hon'ble Supreme Court.

31. A copy of the judgment, along with a record of the learned Trial Court, be sent back forthwith.

(Rakesh Kainthla)
Judge

21st August, 2026
(Nikita)