IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05-08-2026

CORAM

THE HON'BLE MR.JUSTICE SHAMIM AHMED

CRL RC No. 1408 of 2024
Crl.MP.Nos.11902 and 11903 of 2024

P Soundarapandian, S/o. R.V.Palayam, No.248/1,
North Colony, Icf,Chennai - 600 038.

..Petitioner(s)

Vs

T Panner Selvam, S/o. Thandavarayan, No.59/32,
West Madha Street, Ayanavaram, Chennai - 600
023.

..Respondent(s)

Prayer:- This Criminal Revision Case is filed against the judgement of conviction and sentence, dated 23.07.2024, passed in Crl.A.No.315 of 2023, by the XVIII Additional City Civil Court, Chennai, confirming the judgment of conviction and sentence, dated 18.05.2023, passed in CC.No.9553 of 2017, by the Metropolitan Magistrate, Fast Track Court-II, Egmore, Chennai.

For Petitioner(s): MR.M.Karthikeyan

For Respondent(s): MR.A.G.Prabukumar

ORDER

1. The Coordinate Bench of this Court, by the order, dated 28.08.2024, had directed the Revision Petitioner to deposit a sum of Rs.3,00,000/- being 30% of the cheque amount, before the Trial Court, within a period of three weeks. Thereafter, when the matter was taken up for reporting compliance on several occasions, it was submitted by the learned counsel for the Revision Petitioner that the Revision Petitioner was unable to mobilise

funds and that the case may be disposed of, on merits. It was also submitted by the learned counsel for the Respondent that even the mediation process could not be completed due to non-cooperation of the Revision Petitioner. Hence, this Court is constrained to dispose of this Criminal Revision Case, on merits and in accordance with law, by this Order.

2. This Criminal Revision Case is filed against the judgement of conviction and sentence, dated 23.07.2024, passed in Crl.A.No.315 of 2023, by the XVIII Additional City Civil Court, Chennai, confirming the judgment of conviction and sentence, dated 18.05.2023, passed in CC.No.9553 of 2017, by the Metropolitan Magistrate, Fast Track Court-II, Egmore, Chennai.

3. 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 real estate business between the parties regarding purchase of land, on 15.04.2015, the accused had borrowed a sum of Rs.10,00,000/- from the complainant, by executing a promissory note. Towards the discharge of the said liability, the accused had issued two cheques, dated 21.08.2017 for a sum of Rs.5,00,000/- and 11.09.2017, for a sum of Rs.5,00,000/-, both drawn on State Bank of Mysore, Anna Nagar Branch, Chennai, in favour of the complainant. When the said cheque were presented for encashment, the same were dishonoured. Hence, in respect of dishonour of the said cheques, the complainant had preferred the complaint against the accused in CC.No.9553 of 2017, 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 18.05.2023, 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. In the appeal filed by the accused, the lower appellate court had, by its impugned judgement of conviction and sentence, dated 23.07.2024, 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.

4. This Court heard Mr.M.Karthikeyan, the learned counsel for the Revision Petitioner and Mr.A.G.Prabukumar, the learned counsel for the Respondent and considered their submissions and also perused the entire materials placed on record.

5. According to the Revision Petitioner, there is no proof to show that the complainant was financially capable to lend such a huge amount of Rs.10,00,000/-. The cheques in question, which were given in blank for

some other purpose, were misused by the complainant. 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 cheques in question. The accused 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 cheques in question were 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.

6. 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 cheques in question and when the accused did not take any steps against the complainant for the allegation of misuse of the cheques 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 cheques in question were issued to discharge the legally enforceable debt and consequently, imposing the impugned punishments, are justified and hence, no interference by this Court is required.

7. 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 Ex.P2 and Ex.P3 Cheques, and also issuance of the said cheques to 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. The Trial Court has also found that the accused has failed to prove that the cheques in question were misused by the complainant, by valid evidence.

8. The Trial Court has ultimately 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 probabilise 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 the accused did not deny his signature found in the cheques in question and the issuance of the cheques in question in favour of the complainant, drawing presumption under Section 139 of the Negotiable Instruments Act, in favour of the complainant, has rightly held that the cheques in question were 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 six months.

9. 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.

10. 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. The accused has also failed to establish that the cheques in question were misused by the complainant.

11. 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 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."

12. 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 loose its sanctity merely due to the fact that the same has been filled in by some other person.

13. 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.

14. 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.

15. In the result, in view of the above said discussions and reasons and in the light of the decisions of the Honourable Supreme Court, referred to above, this Criminal Revision Case is **dismissed**. The impugned judgement of conviction and sentence, dated 23.07.2024, passed in Crl.A.No.315 of 2023, by the XVIII Additional City Civil Court, Chennai, confirming judgment of conviction and sentence, dated 18.05.2023, passed in

CC.No.9553 of 2017, by the Metropolitan Magistrate, Fast Track Court-II, Egmore, Chennai, is **confirmed.** Consequently, the connected Criminal Miscellaneous Petitions are closed. There is no order as to costs. The File is consigned to record.

16. 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.

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

05-08-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

SRCM

To

1. XVIII Additional City Civil Court, Chennai
2. The Metropolitan Magistrate, Fast Track Court-II, Egmore, Chennai

SHAMIM AHMED, J.

SRCM

CRL RC No. 1408 of 2024

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