IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.07.2026

CORAM

THE HON'BLE MR.JUSTICE SHAMIM AHMED

CRL RC No. 1026 of 2021

J. Krishnaveni

..Petitioner(s)

Vs

S. Senthil Kumar

..Respondent(s)

Prayer: Criminal Revision filed u/s.397 r/w.401 of Cr.P.C, to set aside the judgment passed in C.C.No.2 of 2016, dated 05.02.2019 on the file of the Judicial Magistrate, Fast Track Court at Magistrate Level, Tiruppur and confirmed in C.A.No.30 of 2019, dated 21.10.2021 on the file of the Principal Sessions Judge, Tiruppur.

For Petitioner(s):	Mr. Vivek for Mr. T.Muruganantham
For Respondent :	Mr. V.K. Vengadesh Durairaja for Mr.Deepan Uday

ORDER

This Criminal Revision Case has been filed praying to to set aside the judgment passed in C.C.No.2 of 2016, dated 05.02.2019 on the file of the Judicial Magistrate, Fast Track Court at Magistrate Level, Tiruppur and confirmed in C.A.No.30 of 2019, dated 21.10.2021 on the file of the Principal Sessions Judge, Tiruppur.

2.This Court vide order dated 23.12.2021, while granting suspension of sentence to the petitioner, has imposed the following conditions:

'5. Considering the facts and circumstances of the case and also considering the submissions of the learned counsel for the petitioner, this Court is of the view that the substantive sentence of imprisonment alone can be suspended on certain conditions. Accordingly, till the disposal of the Criminal Revision case, the reliefs of exemption from surrender before the Trial Court, suspension of sentence and bail are granted on the following conditions:

(a) The petitioner/Accused shall deposit 50% of the cheque amount (Rs.6,00,000/-) namely, Rs.3,00,000/- (Rupees Three Lakhs only) before the Trial Court, within three weeks from the date of receipt of a copy of this order and on such deposit being made, the Trial Court shall redeposit the said amount in a fixed deposit account in any nationalised bank, so that the amount accrues interest. The disbursal of this amount shall be decided at the culmination of the Criminal Revision Case. Thereafter, the petitioner/accused is ordered to be released on bail, on his executing a bond for a sum of Rs.10,000/- (Rupees ten thousand only) with two sureties, of whom, one should be a blood relative, each for a like sum to the satisfaction of the Judicial Magistrate, (FTC), Magistrate Level, Tiruppur.

(b) The petitioner/accused and the sureties shall affix their photographs and Left Thumb Impressions in the surety bonds and the Magistrate may obtain a copy of their Aadhaar Cards or Bank Pass Books to ensure their identities.

(c) The petitioner shall appear before the Trial Court on the first working day of every English calendar month at 10.30 a.m., until the disposal of the revision petition and if he is not able to appear before the Trial Court on any day, he shall make arrangements to file an application under Section 317 Cr.P.C. and shall appear before the Trial Court on any other day in lieu of the date of his absence, as directed by the Trial Court.

(d) On the failure of the petitioner/accused, depositing the said amount, it is open to the Trial Court to commit the petitioner/accused into custody for undergoing the sentence.

> *6. These Criminal Miscellaneous Petitions stands ordered accordingly.*
> *7. Post the matter after four weeks for reporting compliance.'*

3. By the abovesaid conditional order, in para 5(a), the revision petitioner was directed to deposit 50% of the cheque amount of Rs. 6 lakhs. On 08.07.2026, learned counse for the petitioner submitted that the directions issued by this court in para No.5(a) of the order dated 23.12.2021 has been complied with and prayed for some time to produce the deposit receipt. On 08.07.2026, this Court passed the following order.

> *'Mr. T. Muruganantham, learned counsel for the petitioner submits that the directions issued by this Court in Para No.5(a) of the order dated 23.12.2021, has been complied with by the petitioner. He prays for one week time to produce the deposit the deposit receipt before this Court.*
> *2. Mr.S.John Simon, learned counsel for the respondent has no objection in this regard.*
> *3. Accordingly, put up the case on 27.07.2026 'for orders'. In case of failure, the case will be decided on the next date fixed.'*

4.Today when the matter is taken up for hearing, learned counsel for the petitioner submitted that he contacted his client and asked him to produce the deposit receipt, but he refused to bring the receipt and to the best of his knowledge, the order passed by this court has not been complied with.

5. Mr. V. Vivek, learned counsel for the petitioner and Mr.Venkatesh, learned counsel appearing for the respondent submitted that on the instructions

from his client that the amount as directed by the court order dated 23.12.2021 in paragraph 5(a) is not complied with and not a single penny has been deposited. He further submitted that as the petitioner is not inclined to comply with the condition imposed by the coordinate bench of this court dated 23.12.2021 in para 5(a), he prays for dismissal of this petition.

6. Learned counsel for the petitioner submitted that he will argue the case on merits.

7. Accordingly, this court is disposing of this criminal revision case, after hearing the learned counsel for the petitioner and the learned counsel for the respondent on merits.

8.This Court heard the arguments advanced by the learned counsel for the petitioner and perused the entire materials available on record.

9.The brief facts leading to the filing of this revision petition is that the petitioner and the respondent are close relatives. On 30.05.20213, the petitioner is alleged to have borrowed a sum of Rs.6 lakhs from the respondent for her family expenses and executed a promissory note and gave a post dated cheque in favour of the respondent. When the said cheque was presented for encashment, the same was returned as 'insufficient funds' . The respondent issued legal notice on 12.06.2014 to the petitioner and the same was received by the petitioner. Since the petitioner has not forthcoming to repay the money he borrowed, the respondent/complainant has initiated proceedings against the petitioner under Section 138 of the Negotiable Instruments Act.

10. After a thorough consideration of the oral and documentary evidence on record, the learned Trial Court, vide judgment dated 05.02.20219 in C.C. No. 2 of 2016, convicted the petitioner for the offence under Section 138 of the NI Act. The petitioner was sentenced to undergo six months simple imprisonment and directed to pay a sum of Rs.4,00,000/- as compensation, in default, to undergo SI for further two months. Aggrieved by the said conviction and sentence, the petitioner preferred an appeal before the Learned Principal Sessions Judge, Tiruppur in C.A. No. 30 of 2019. The same was dismissed by the judgment and order dated 21.10.2021 confirming the judgment of trial court dated 05.02.2019. Hence this Criminal Revision.

11.In the memorandum of grounds, the petitioner contended that both the courts below have failed to consider that a specific defence was taken by the accused *interalia* that the respondent was only an acting driver and he does not have enough means to give a sum of Rs.6 lakhs as loan to the petitioner. He further contended that the courts below have failed to consider that at the time of handing over the documents to the petitioner, the respondent retained the cheque and pronote which were under the illegal custody of the respondent and made use of the same and filed the above complaint. Both Courts failed to consider the fact that there is no enforceable debt against the respondent and the cheque is not issued against the discharge of the loan amount. Once the transaction is not admitted by the accused, the initial burden to prove that there is a liability payable by the petitioner lies on the respondent, but the respondent has not proved initial burden.

12. The petitioner argued that he successfully rebutted the statutory presumption through the cross-examination of PW1, relying on the settled legal position in ***Rangappa Vs. Sri Mohan*** reported in ***(2010) 11 SCC 441***. However, the learned Appellate Court, after reassessing the entire evidence and hearing both sides, dismissed the appeal vide judgment dated 23.03.2026, thereby confirming the judgment passed by the Trial Court.

13.This Court has carefully considered the grounds raised by the petitioner and perused the judgments passed by both the courts below. A concurrent finding of fact has been arrived at by both the Trial Court and the Appellate Court. The courts below have explicitly noted that the respondent/complainant successfully proved the execution of the cheques and the subsistence of a legally enforceable debt. The petitioner failed to robustly rebut the statutory presumptions available under Sections 118 and 139 of the NI Act. The contentions regarding complainant failed to discharge the initial burden to prove his means and the material alteration in the cheque were duly considered and rightly rejected by the courts below based on the evidence available on record.

14.Furthermore, this Court, vide order dated 23.12.202, while granting suspension of sentence to the petitioner, has issued a specific direction that the petitioner should deposit 50% of the cheque amount before the trial court within a period of three weeks. However, the petitioner has failed to comply with the order of the modified amount ordered to be deposited by this Court.

15. The failure to comply with the orders, coupled with the submissions made by the learned counsel for the Petitioner, clearly demonstrates that the Petitioner is neither ready to clear any part of the liability nor respect the orders of the Court. Hence, this Court is compelled to decide the matter on merits.

16. According to the learned counsel for the Petitioner, the Courts below failed to properly appreciate the oral and documentary evidence, in a proper and perspective manner and also failed to consider the contradictory statements made by the respondent/complainant during his cross-examination and that the statutory presumption under Sections 118(a) and 139 of the Negotiable Instruments Act stood rebutted on the basis of the materials available on record, however, the Courts below mechanically recorded the conviction, without

properly considering the contradictions in the evidence and documents and 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.

17. Per contra, it is the argument of the learned counsel for the respondent that the respondent had let in satisfactory evidence to prove his case through oral evidence of PW2 and PW3, who had deposed that the promissory note and cheque were executed by the revision petitioner while borrowing the said amount and though it is the case of the revision petitioner that the respondent has retained the disputed cheque and promissory note with an ulterior motive, and has misused them, the petitioner has not produced any rebuttal evidence to disprove the complainant's case and the cheque in question was also drawn from the account of the accused, the presumption under Section 139 of Negotiable Instruments Act comes into play in favour of the complainant that the cheque in question was issued to discharge the legally enforceable debt and consequently, the accused is guilty of the offence under Section 138 of the Negotiable Instruments Act.

18. On perusal of the records, it is seen that the Respondent/ complainant was examined as PW.1. Neither any witness was examined nor any document was marked on the side of the Revision Petitioner/ accused.

19. The courts below have found that from the evidence of PW1 to PW3, it has been proved by the respondent that towards discharge of the debt borrowed from the respondent, the petitioner had executed the promissory note and the cheque. The courts below have also held that the Petitioner/ accused failed to rebut the presumption under Section 139 of the Negotiable Instruments Act, by letting in valid evidence to disprove the case of the respondent. Consequently, both the courts below, in the light of the concrete evidence that the signature found in the cheque in question is that of the accused and the cheque in question was handed over to the complainant and that the cheque in question was drawn from the account of the complainant, have 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/ Revision Petitioner 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 courts below, the Petitioner/ accused was convicted for the offence under Section 138 of the Negotiable Instruments Act to undergo one year Simple Imprisonment. As stated above, nowhere, the Revision Petitioner/ accused has denied her signature found on the cheque in question. Further the petitioner had not discharged the burden by letting in rebuttal evidence or through cross examination of PW1 to the satisfactory extent to disprove the complainant's case. Moreover, it is also to be noted that the

Respondent/ complainant has successfully proved the execution of the cheque in question and the subsistence of a legally enforceable debt.

20. 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 underSection 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.*"

21. 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.

22. 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.

23. In this case, a concurrent finding of facts has been arrived at by both the Trial Court and the Appellate Court. The courts below have explicitly noted that the respondent/complainant successfully proved the execution of the cheque and the subsistence of a legally enforceable debt. It is well-settled that a

criminal revision is not a second appeal. In the absence of any patent illegality, perversity, or jurisdictional infirmity in the concurrent findings of the courts below, this Court cannot re-appreciate the entire evidence. Consequently, this Criminal Revision Case lacks merit and is liable to be dismissed.

24. 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, namely, admission of the accused in respect of his signature found in the cheques in question and handing over the cheques in question to the complaint during the course of business transaction. 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.

25. 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**.

26.The impugned judgment of conviction and sentence, dated 23.10.2021 passed in CA.No. 30 of 2019, by the learned Principal Sessions Judge, Truppur, confirming the judgement of conviction and sentence, dated 05.02.2019, passed in C.C.No.2 of 2026 by the learned Judicial Magistrate, Fast Track court at Magistrate Level, Tiruppur is **confirmed.** Consequently, the connected miscellaneous petitions, if any, are closed.

27. The Trial Court is directed to take immediate and appropriate steps, in accordance with law, to secure the presence of the Revision Petitioner/Accused to undergo the remaining period of sentence. The File is consigned to record.

28.Let a copy of this order be sent by the registry of this Court to the Court concerned for its necessary compliance and information.

27.07.2026

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

To

1. The Principal Sessions Judge, Truppur

2. The Fast Track Court at

Magisterial Level, Tiruppur

SHAMIM AHMED, J.

msr

CRL RC No. 1026 of 2021

27.07.2026