Case Citation: (2026) ibclaw.in 6191 HC

IN THE HIGH COURT OF MADHYA PRADESH AT JABALPUR

BEFORE

HON'BLE SHRI JUSTICE HIMANSHU JOSHI

ON THE 6th OF OCTOBER, 2026

MISC. CRIMINAL CASE No. 29271 of 2026

CNR No.: MPHC010423792026

SUMAN SAROJ RAJPUT

Versus

RATNESH ANAJ MILL PVT. LTD.

Appearance:

Shri Deepak Panjwani - Advocate for the petitioner.
Shri Sanjay Pandey - Advocate for the respondent.

WITH

MISC. CRIMINAL CASE No. 29230 of 2026

CNR No.: MPHC010422632026

SUMAN SAROJ RAJPUT

Versus

RATNESH ANAJ MILL PVT. LTD.

Appearance:

Shri Deepak Panjwani - Advocate for the petitioner.
Shri Sanjay Sarwate - Advocate for the respondent.

MISC. CRIMINAL CASE No. 29243 of 2026

CNR No.: MPHC010423002026

SUMAN SAROJ RAJPUT

Versus

RATNESH ANAJ MILL PVT. LTD.

Appearance:

Shri Deepak Panjwani - Advocate for the petitioner.
Shri Sanjay Pandey - Advocate for the respondent.

ORDER

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These three applications under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 are being decided by this common order, as all have been filed by the same applicant against the same respondent/complainant, arise out of three complaints under Section 138 of the Negotiable Instruments Act, 1881, relate to three cheques issued in respect of the same transaction, and challenge identical orders passed by the respective Trial Courts rejecting the applicant's applications under Section 39 of the Bharatiya Sakshya Adhiniyam, 2023 for examination of the writings appearing on the cheques by a handwriting expert. The corresponding revisional orders dated 26.05.2026 are also based on substantially identical reasoning. Hence, the commonality of facts and questions of law justify their disposal by this common order.

2. The facts, in brief, are that the respondent/complainant instituted three separate complaints under Section 138 of the Negotiable Instruments Act against the applicant. According to the complainant, a Memorandum of Understanding dated 10.09.2018 was executed between the parties whereby the applicant was appointed on commission for sale and purchase of pulses. It was alleged that during operation of the Mill, the applicant had embezzled Rs.1,33,77,480/- and, towards the alleged liability, issued three cheques drawn on AU Small Finance Bank, Jabalpur, namely cheque No.000261 dated 17.09.2019 for Rs.28,77,480/-, cheque No.000262 dated 17.09.2019 for Rs.50,00,000/- and cheque No.000260 dated 12.09.2019 for Rs.55,00,000/-. The cheques were dishonoured and separate complaints were instituted, being RCT No.16758/2019, RCT No.16757/2019 and RCT

No.16388/2019 respectively.

3. The applicant's defence is that the cheques were handed over under coercion in blank signed condition and that particulars such as amount, date and name of payee were subsequently filled in without her knowledge or consent. According to her, the handwriting on the contents of the cheques was disputed and the defence of misuse of blank signed cheques was put to the complainant during cross-examination. The applicant also relied upon WhatsApp conversations, which were taken on record as Exhibits D-1 and D-2, contending that they support her defence regarding the circumstances in which the cheques and alleged MOU/undertaking were obtained.

4. For substantiating the defence and rebutting the presumptions under Sections 118 and 139 of the Negotiable Instruments Act, 1881 the applicant moved applications under Section 39 of the Bharatiya Sakshya Adhiniyam, 2023, seeking examination of the handwriting appearing on the disputed cheques by an expert and comparison thereof with the writings/signatures of the applicant, complainant and Ms. Monika Gavande, stated to be working in the complainant's office. The learned Trial Courts, vide separate orders dated 16.12.2025, rejected the applications, principally observing that although the complainant had stated that the applicant signed and handed over the cheques in his presence, no specific defence regarding the handwriting of the contents had been put to him during cross-examination. The applicant's Criminal Revision Nos.116/2026, 117/2026 and 118/2026 were thereafter dismissed by the learned 5th Additional Sessions Judge, Bhopal, vide separate orders dated 26.05.2026, inter alia observing that the applicant had not disputed her

signatures on the cheques.

5. Learned counsel for the applicant submits that the Courts below failed to distinguish between the signature and the handwriting of the other particulars on a cheque. It is contended that the applicant does not dispute her signatures but asserts that the cheques were handed over blank and the remaining particulars were subsequently filled in by another person. It is submitted that this defence was put to the complainant and is also supported by the WhatsApp conversations taken on record. Learned counsel submits that the presumptions under Sections 118 and 139 of the Negotiable Instruments Act, 1881 are rebuttable and the applicant is entitled to lead evidence in support of her defence. Reliance has been placed upon **Vijay Vs. Laxman, (2013) 3 SCC 86, Kalyani Baskar (Mrs.) Vs. M.S. Sampoornam (Mrs.), (2007) 2 SCC 258** and **Prateek Chourasiya Vs. Dhirendra Tiwari, M.Cr.C. No.29420/2023**.

6. Learned counsel for the respondent/complainant has opposed the applications and supported the orders passed by the Courts below. It is submitted that the applicant admittedly does not dispute her signatures and the complainant has stated that the cheques were signed and handed over by her in his presence. It is further submitted that the defence regarding handwriting was not specifically put to the complainant and the application for expert examination is intended to delay the proceedings. Reliance has been placed upon **K. Ramesh Vs. K. Kothandaraman, (2024) 12 SCC 82** and **Bir Singh v. Mukesh Kumar, (2019) 4 SCC 197**, to contend that even where a signed blank cheque is voluntarily handed over, the payee may fill in the

amount and other particulars and such filling up does not, by itself, invalidate the cheque. It is submitted that the statutory presumption operates once signature is admitted and the burden lies upon the accused to rebut the same. It is also pointed out that the applicant had earlier filed M.Cr.C. Nos.21595/2024 and 21620/2024 challenging rejection of applications under Section 91 of the Code of Criminal Procedure, but withdrew the same on 28.01.2026 with liberty to raise the issue at the appropriate stage before the Trial Court. According to the respondent, the complaints have been pending for about six years and the present application is another attempt to delay the trial. Dismissal with costs is therefore sought.

7. Having heard learned counsel for the parties and perused the record, this Court finds that the controversy essentially concerns the applicant's prayer for examination of the writings appearing on the cheques, despite the fact that the signatures thereon are not disputed. The Trial Courts rejected the prayer primarily because no specific foundation regarding disputed handwriting was laid in the cross-examination of the complainant, while the Revisional Court also noticed that the applicant had not disputed her signatures.

8. There can be no dispute that a signature and the other writings appearing on a cheque are distinct matters. However, the question is whether, in the facts of the present case, refusal to obtain handwriting expert opinion amounts to denial of a fair opportunity of defence.

9. The applicant admittedly does not dispute her signatures. Her case is that the signed cheques were handed over in blank condition and that the

other particulars were subsequently filled in. In **Bir Singh (supra)**, the Hon'ble Supreme Court has held that even where a blank cheque leaf is voluntarily signed and handed over towards payment, the fact that the cheque may have been filled in by a person other than the drawer does not, by itself, invalidate it, and the statutory presumption continues to operate, subject to rebuttal by the accused.

10. More importantly, in K. Ramesh (supra), the Hon'ble Supreme Court considered a similar prayer for forensic examination of the writings on a cheque where the signature was not disputed and found such application to be frivolous, holding that examination by a handwriting expert was not necessary in the circumstances of that case. The said judgment has direct relevance to the controversy involved herein.

11. The reliance upon **Kalyani Baskar (supra)** and **Vijay v. Laxman (supra)** does not alter the position. The accused undoubtedly has a right to a fair opportunity to establish her defence and the presumptions under Sections 118 and 139 are rebuttable. However, the right to fair trial does not mean that every mode of evidence sought by an accused must necessarily be permitted irrespective of its necessity. The Court has to consider whether the proposed evidence has a real bearing upon the controversy and whether its refusal would cause actual prejudice.

12. In the present case, the applicant has not disputed her signatures, the complainant has specifically stated that she signed and handed over the cheques to him, and the defence sought to be developed is essentially that the remaining particulars were filled in subsequently. In view of the statutory

scheme governing negotiable instruments and the law laid down in **Bir Singh (supra)** and **K. Ramesh (supra)**, mere difference in handwriting of the particulars, when the signature itself is admitted, does not by itself make forensic examination necessary. The burden of rebutting the statutory presumption remains upon the accused, which may be discharged through other legally admissible evidence.

13. It is also material that the Trial Court found that no specific defence regarding disputed handwriting had been put to the complainant during cross-examination. The evidentiary value of the WhatsApp conversations and other material relied upon by the applicant is for the Trial Court to assess at the appropriate stage and does not make handwriting examination indispensable.

14. This Court, while exercising inherent jurisdiction under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 would interfere only where the impugned orders suffer from manifest illegality, perversity or failure of justice. The orders passed by the learned Trial Courts and affirmed by the learned Revisional Court do not suffer from any such infirmity. The reasons assigned are supported by the legal position enunciated by the Hon'ble Supreme Court in **K. Ramesh (supra)** and **Bir Singh (supra).**

15. Consequently, M.Cr.C. Nos.29271/2026, 29230/2026 and 29243/2026 are **dismissed**. The orders dated 16.12.2025 passed by the respective learned Trial Courts in RCT No.16758/2019, RCT No.16388/2019 and RCT No.16757/2019, and the corresponding orders dated 26.05.2026 passed by the learned 5th Additional Sessions Judge,

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Bhopal in Criminal Revision Nos.118/2026, 116/2026 and 117/2026, are hereby affirmed.

(HIMANSHU JOSHI)
JUDGE

Prachi

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