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Reserved on 15.12.2025

Delivered on 19.12.2025

IN THE HIGH COURT OF UTTARAKHAND
AT NAINITAL

Criminal Revision No.927 of 2023

Manoj Kumar

.....Revisionist

Vs.

State of Uttarakhand & Anr.

.....Respondents

Presence:-

1. Mr. Aditya Singh, learned counsel (through V.C.) assisted by Mr. Himanshu Singh Jolly, learned counsel for the Revisionist.
2. Mr. Rakesh Negi, learned Brief Holder for the State of Uttarakhand.
3. Mr. Rishab Ranghar, learned counsel for the Respondent no.2.

Hon'ble Ashish Naithani, J.

The present Criminal Revision has been filed under Sections 397 and 401 of the Code of Criminal Procedure by the Revisionist, assailing the judgment and order dated 07.06.2019 passed by the learned Judicial Magistrate 2nd Dehradun in Criminal Complaint Case No. 1059 of 2017, titled as "*Shri Manoj Kumar vs. Shri Manoj Kumar*" under Section 138 of Negotiable Instruments Act, whereby the Revisionist was convicted for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881 and



sentenced to undergo six months' simple imprisonment along with a fine of ₹ 4,35,000/-, with a default stipulation as well as the judgment and order dated 08.12.2023 passed by the learned VIth Additional Sessions Judge, Dehradun in Criminal Appeal No.164 of 2019, by which the appeal preferred by the Revisionist was dismissed, and the conviction and sentence recorded by the trial court were affirmed.

2. The Revisionist and the Respondent No.2 are known to each other and were admittedly acquainted prior to the transaction in question. The proceedings arise out of a private complaint instituted by the Respondent alleging dishonour of cheque on account of insufficiency of funds. The Revisional Court is thus called upon to examine the correctness, legality and propriety of the concurrent findings recorded by the courts below within the limited scope of revisional jurisdiction.

3. Heard learned counsel for the parties and perused the records available on file.

4. Learned counsel for the Revisionist, Mr. Aditya Singh, submitted that the cheque in question was not issued



in discharge of any legally enforceable debt or liability. It was argued that the cheque had been handed over only as a security in relation to an arrangement concerning overseas employment of relatives and was subsequently misused by the complainant.

5. It was further contended that a Panchayat was held between the parties on 01.12.2016, pursuant to which a sum of ₹ 2,00,000/- was paid to the complainant. According to learned counsel, evidence in support of the said Panchayat and payment was brought on record, but the same was not properly appreciated by the courts below.

6. Learned counsel also argued that the complainant failed to establish his financial capacity to advance the alleged amount of ₹ 4,00,000/- and that no documentary material was produced to substantiate the alleged transaction.

7. On these premises, learned counsel submitted that the conviction rests on presumptions alone, that the defence evidence has been ignored, and that the judgments under challenge suffer from perversity warranting interference in revision.



8. Per Contra, learned counsel for the Respondent No.2, supported by the learned Brief Holder for the State, submitted that both the Trial Court and the appellate court have recorded concurrent findings based on due appreciation of evidence and that no ground for interference in revisional jurisdiction is made out.

9. Learned counsel submitted that the defence of the cheque having been issued by way of security, as also the plea of an alleged Panchayat payment, was duly considered by the courts below and was rightly rejected as being unsubstantiated and insufficient to rebut the statutory presumption.

10. It was lastly argued that the present revision seeks re-appreciation of evidence, which is impermissible in revisional jurisdiction, and that the impugned judgments do not suffer from any illegality or perversity.

11. This Court has examined the matter bearing in mind the nature of the jurisdiction invoked. A revision under Sections 397 and 401 CrPC does not entail a rehearing of the case on facts. Yet, it obliges the Court to independently satisfy itself as to whether the findings recorded are legally



sustainable, based on admissible evidence, and free from perversity or material irregularity. It is from this standpoint that the record has been scrutinised.

12. From the material placed on record, it clearly emerges that the cheque in question bears the admitted signature of the Revisionist and was drawn on his bank account. Once such foundational facts stand established, the statutory presumption under Sections 118 and 139 of the Negotiable Instruments Act is attracted as a matter of law. The legal consequence is that the cheque is presumed to have been issued towards the discharge of a legally enforceable debt or liability, unless the drawer succeeds in rebutting the presumption by raising a probable defence.

13. The defence set up before this Court is that the cheque was issued merely as a security and not in discharge of any subsisting liability. This plea has been examined in the light of the evidence led by the Revisionist. Beyond a bare assertion, no material has been brought on record to demonstrate the circumstances in which the cheque was allegedly issued as security, nor to explain why such a cheque remained with the complainant and was presented



for encashment. In the absence of supporting material, this plea does not attain the level of a probable defence sufficient to rebut the statutory presumption.

14. The Revisionist has also relied upon an alleged Panchayat settlement and a plea of part payment of ₹ 2,00,000/-. This Court has carefully considered the evidence relied upon in support of this assertion. The material placed does not satisfactorily establish either the factum of a binding settlement or a payment made in discharge of the liability arising from the cheque. Mere reference to a Panchayat, without reliable corroboration, cannot be accepted as sufficient to dislodge the presumption operating in favour of the complainant.

15. The submission that part payment, even if assumed, would render the complaint under Section 138 not maintainable also does not commend acceptance. In the absence of proof of lawful adjustment or reduction of the cheque liability in accordance with the scheme of the Act, such a plea, by itself, does not negate the offence contemplated under Section 138.

16. The revisional jurisdiction of this Court is meant to



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correct jurisdictional errors, perversity, or manifest illegality. It is not intended to substitute one plausible view with another or to reassess the credibility of witnesses. On an independent examination of the record, this Court does not find that the findings under challenge suffer from any such infirmity warranting interference.

17. This Court is, therefore, satisfied that the conviction of the Revisionist under Section 138 of the Negotiable Instruments Act is founded on a correct appreciation of the evidence and proper application of the governing legal principles. No ground is made out for the exercise of revisional jurisdiction.

ORDER

In view of the foregoing discussion and having found no illegality, perversity or jurisdictional infirmity in the judgments under challenge, this Court does not find any ground to interfere with the judgment and order dated 07.06.2019 passed by the learned Judicial Magistrate 2nd Dehradun in Criminal Complaint Case No. 1059 of 2017 or with the judgment and order dated 08.12.2023 passed by the learned VIth Additional Sessions Judge, Dehradun in



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Criminal Appeal No. 164 of 2019.

Accordingly, the Criminal Revision is hereby dismissed.

The conviction and sentence of the Revisionist under Section 138 of the Negotiable Instruments Act, 1881, are hereby affirmed.

The bail bonds furnished by the Revisionist stand cancelled.

Pending applications, if any, stand disposed of.

(Ashish Naithani, J.)

19.12.2025

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