



NC: 2026:KHC:22756
CRL.RP No. 1576 of 2022
C/W CRL.RP No. 1536 of 2022
CRL.RP No. 1544 of 2022
AND 1 OTHER

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF APRIL, 2026

BEFORE

THE HON'BLE MR. JUSTICE V SRISHANANDA

CRIMINAL REVISION PETITION NO. 1576 OF 2022

C/W

CRIMINAL REVISION PETITION NO. 1536 OF 2022

CRIMINAL REVISION PETITION NO. 1544 OF 2022

CRIMINAL REVISION PETITION NO. 1575 OF 2022

IN CRL.RP No. 1576/2022:

BETWEEN:

PAVIN PONANNA
S/O PONNANNA
AGED ABOUT 43 YEARS
DIRECTOR OF ODM MEDIA SERVICES
INDIA PVT LTD, R/AT NO. 36,
KUSHI MANSOOR APARTMENT,
16TH MAIN ROAD, WARD NO.125,
MC LAYOUT, VIJAYANAGAR
BENGALURU -560 040.

...PETITIONER

(BY SRI. RAJU C N., ADVOCATE)

AND:

M/S MABA CORPORATE SERVICES PVT LTD
OFFICE NO.70, BAMANA
NEAR FARM HOUSE, JALAHALLI EAST
VIDYARANYAPURA POST
BENGALURU -560 097.

...RESPONDENT

(BY SRI. KRISHNA MURTHY V., ADVOCATE)

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Location:
HIGH
COURT OF
KARNATAKA



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THIS CRL.RP FILED U/S.397 R/W 401 CR.P.C BY THE ADVOCATE FOR THE PETITIONER PRAYING THAT THIS HONORABLE COURT MAY BE PLEASED TO SET ASIDE THE JUDGMENT OF CONVICTION PASSED IN C.C.NO.1059/2012 DATED 06.01.2016 ON THE FILE OF THE XXVII ADDITIONAL CHIEF METROPOLITAN MAGISTRATE AT BENGALURU AND IN CRL.A.NO.108/2016 DATED 04.01.2019 ON THE FILE OF THE LX ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, BENGALURU (CCH-61) AGAINST THE PETITIONER AND ACQUIT THE PETITIONER, FOR THE OFFENCE P/U/S.138 OF NI ACT BY ALLOWING THIS PETITION, ETC.,

IN CRL.RP NO. 1536/2022:

BETWEEN:

ARUN KUMAR
DIRECTOR OF ODM MEDIA
SERVICES INDIA PVT. LTD.,
S/O DR. B.L.BHANDI
AGED ABOUT 45 YEARS,
R/AT J-1006, 10TH FLOOR,
BRIGADE GATEWAY
MALLESHWARAM
BENGALURU - 560 055.

AS MENTIONED IN THE JUDGMENTS:
NO.36, KUSHIMANSOOR APARTMENT,
16TH MAIN ROAD, WARD NO.125,
MC LAYOUT, VIJAYNAGAR,
BENGALURU - 560 040.

...PETITIONER

(BY SRI. SUSHANTH BELVET, ADVOCATE FOR
SRI. CHINTAN CHINNAPPA M., ADVOCATE)



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AND:

MABA CORPORATE SERVICES PVT. LTD.
REPRESENTED BY ITS MANAGER AND
POA HOLDER, M.PUUTTA SOME GOWDA,
OFFICE NO.70, BAMANA
NEAR FARM HOUSE, JALAHALLI EAST
VIDYARANYAPURA POST,
BENGALURU - 560 097.

...RESPONDENT

(BY SRI. KRISHNA MURTHY.V., ADVOCATE)

THIS CRL.RP FILED U/S.397 R/W 401 CR.P.C BY THE
ADVOCATE FOR THE PETITIONER PRAYING THAT THIS
HON'BLE COURT MAY BE PLEASED TO SET ASIDE THE
JUDGMENT DATED 04.05.2019 PASSED IN CRL.A.NO.107/
2016 CONFIRMING THE CONVICTION OF THE PETITIONERS
ON THE FILE OF THE LX ADDL. CITY CIVIL AND SESSIONS
JUDGE, BENGALURU (CCH-61) AND ALLOW THIS CRL.RP.,
ETC.,

IN CRL.RP NO. 1544/2022:

BETWEEN:

ARUN KUMAR
DIRECTOR OF ODM
MEDIA SERVICES INDIA PVT.LTD.,
S/O DR B L BHANDI
AGED ABOUT 45 YEARS
R/AT J-1006, 10TH FLOOR,
BRIGADE GATEWAY, MALLESHWARAM
BENGALURU - 560 055.

...PETITIONER

(BY SRI. M.K.VENKATARAMANA, ADVOCATE)



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AND:

M/S. MABA CORPORATE SERVICES PVT. LTD.
REPRESENTED BY ITS
MANAGER AND POA HOLDER,
M.PUTTA SOME GOWDA,
OFFICE NO.70, BAMANA
NEAR FARM HOUSE, JALAHALLI EAST
VIDYANARANAYAPURA POST
BENGALURU - 560 097.

...RESPONDENT

(BY SRI. KRISHNA MURTHY V., ADVOCATE)

THIS CRL.RP FILED U/S.397 R/W 401 CR.P.C BY THE
ADVOCATE FOR THE PETITIONER PRAYING THAT THIS
HON'BLE COURT MAY BE PLEASED TO ALLOW THIS
CRIMINAL REVISION PETITION AND SET ASIDE THE
JUDGMENT DATED 04.05.2019 PASSED IN CRL.A.NO. 108/
2016 CONFIRMING THE CONVICTION OF THE PETITIONER
ON THE FILE OF THE LX ADDITIONAL CITY CIVIL AND
SESSIONS JUDGE IN BENGALURU (CCH-61), ETC.,

IN CRL.RP NO. 1575/2022:

BETWEEN:

PAVIN PONANNA, S/O PONANNA
AGED ABOUT 43 YEARS,
DIRECTOR OF ODM MEDIA SERVICES
INDIA PVT LTD, R/A NO. 36
KUSHI MANSOOR APARTMENT
16TH MAIN ROAD, WARD NO.125
MC LAYOUT, VIJAYANAGAR
BENGALURU -560 040.

...PETITIONER

(BY SRI RAJU.C.N., ADVOCATE)



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AND:

M/S MABA CORPORATE SERVICES PVT LTD
OFFICE NO.70, BAMANA
NEAR FARM HOUSE,
JALAHALLI EAST
VIDYARANYAPURA POST
BENGALURU - 560 097.

...RESPONDENT

(BY SRI. KRISHNA MURTHY V., ADVOCATE)

THIS CRL.RP FILED U/S.397 R/W 401 CR.P.C BY THE
ADVOCATE FOR THE PETITIONER PRAYING THAT THIS
HON'BLE COURT MAY BE PLEASED TO SET ASIDE THE
JUDGMENT OF CONVICTION PASSED IN C.C.NO.1058/2012
DATED 06.01.2016 ON THE FILE OF THE XXVII ACMM,
BANGALORE AND IN CRL.A.NO.107/2019 DATED
04.01.2019 ON THE FILE OF THE LX ADDL. CITY CIVIL AND
SESSIONS JUDGE, BANGALORE (CCH-61) AGAINST THE
PETITIONER FOR THE OFFENCE P/U/S 138 OF N.I ACT AND
ACQUIT THE PETITIONER BY ALLOWING THIS PETITION,
ETC.,

THESE PETITIONS, COMING ON FOR ADMISSION, THIS
DAY, ORDER WAS MADE THEREIN AS UNDER:



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CORAM: HON'BLE MR. JUSTICE V SRISHANANDA

ORAL ORDER

These four revision petitions are by Accused Nos.2 and 3 respectively challenging the conviction order passed in C.C.No.1058 and 1059 of 2012 by the XXVII Additional Chief Metropolitan Magistrate, Bengaluru City for the offence punishable under Section 138 of the Negotiable Instruments Act.

2. The order of conviction and sentence was subject matter before the First Appellate Court in Criminal Appeal Nos.107 of 2016 and 108 of 2016, which came to be dismissed by considered judgment dated 04.05.2019.

3. Facts in the nutshell which are utmost necessary for disposal of the present revision petitions are as under:

- A private complaint came to be lodged under Section 200 Cr.P.C., with the jurisdictional Magistrate alleging the commission of the offence punishable



under Section 138 of the Negotiable Instruments Act by contending that complainant is a private limited company; First accused is also a private limited company; Accused Nos.2 and 3 are the Directors of Accused No.1-Company.

- It is further contended that the complainant lent the money to the accused and there was outstanding amount of ₹ 4,37,29,990/- and towards part repayment of the same, a cheque bearing No.744344 dated 24.05.2011 in a sum of Rs.15,45,000/- and another cheque bearing No.814095 dated 24.05.2011 in a sum of Rs.18,60,000/- both drawn on Karnataka Bank Limited, Malleshwaram, Bengaluru. Those cheques, on presentation came to be dishonored with an endorsement "Funds Insufficient".
- Legal notice as is contemplated under Section 138(b) of the Negotiable Instruments Act came to be issued



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calling upon the amount covered under the cheques to be made good.

- There was no compliance to the callings of notice. Therefore, action was initiated by the complainant against the accused persons.
- The learned Trial Magistrate after completing the necessary formalities summoned the accused persons and recorded plea. First accused represented by Accused Nos.2 and 3 who are the revision petitioners before this Court pleaded 'not guilty'. Therefore, trial was held.
- In order to establish the case of the complainant, Sri.Putta Some Gowda was examined on behalf of the complainant as PW-1 and Sri.C.M.Narayan as PW-2. Thirty One (31) documents were placed on record in C.C.No.1058 of 2012, which were marked and exhibited as Exs.P1 to P31 and Thirty Six (36) documents were placed on record in C.C.No.1059 of



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2012, which were marked and exhibited as Exs.P1 to P36. In both the cases, ledger account and statement of account were confronted to the witnesses, which were admitted and marked as Exs.D1 and D2.

- Detailed cross-examination of witnesses examined on behalf of the petitioner did not yield any positive material so as to rebut the presumption available to the complainant under Section 139 of the Negotiable Instruments Act.
- Pertinently, neither Accused Nos.2 or 3 stepped into the witness box to establish the defence that there was a repayment of the entire outstanding amount by the first accused-company in favour of complainant-company. Mere marking of Exs.D1 and D2 was not sufficient enough to rebut the presumption available to the complainant under Section 139 of the Negotiable Investment Act.



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- Noticing the same, the learned Trial Magistrate convicted the accused persons in both the cases and imposed fine of Rs.30,90,000/- in C.C.No.1058 of 2012 and Rs.37,20,000/- in C.C.No.1059 of 2012.
- Being aggrieved by the same, revision petitioners approached the First Appellate Court in Criminal Appeal No. In Criminal Appeal Nos.107 of 2016 and 108 of 2016.
- The learned Judge in the First Appellate Court, after securing the records, heard the arguments of the parties in detail and on re-appreciation of the material evidence on record, modified the order of the Trial Magistrate, *inter-alia* holding in paragraph Nos.20 to 34 as under:

"20. In the cross examination on behalf of the accused, PW1 states that the accused received a Rs.4,37,29,990/- for purpose of their business and for repayment of the part payment of the said amount, he issued cheques in question. Though he admitted the fact that the as per Ex.D2 the accused have paid the amount more than the amount claimed by the complainant, the amount have been adjusted to the accounts of different persons. He



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has stated all these facts in his notice. He denied the suggestion that the accused have issued the cheques in question as a security and he misused the same.

21. A careful appreciation and evaluation of the evidence of PW1 coupled with contents of Ex.P.1 to Ex.P.36, makes it clear that the accused and complainant were known to each other very well. Herein this case the accused does not dispute issuance of cheques and their signatures found on the cheques in question. But it is his contention that, they have issued the cheques in question to the complainant as a security and complainant has misused the same. He further contended that, PW2 in his cross examination admitted that as per the Ex.D2 he has received the amount more the amount claimed by him from the accused persons and hence there is no legally enforceable debt and therefore, they are not liable to pay the cheques amount. However, on perusal of the Ex.P.14 i.e. letter issued by the accused company to the complainant company, wherein the accused admitted the liability of Rs.4,17,29,990/- as on 31.3.2011 and assured for issuance of cheques. That apart in Ex.P.15 and Ex.P.16 the accused persons admitted the liability and sought time for settlement of the dues. More so, in Ex.P.17 and Ex.P.18 also the accused persons admitted the liability of the complainant and sought time for the generation of payment. It is important to note that, in Ex.P.19 finally the accused persons admitted the liability of Rs.4,37,29,990/- and sought time till 10/1/2014 for clearance of the amount. It is pertinent to note the accused has not explained anything about Ex.P.15 to Ex.P19 and they have stated only that the complainant has created the same. But this contention of accused is not substantiated by any material on record.

22. Further, if really the accused had issued said cheques as security, they would not have kept



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num without insisting complainant for returning the said cheques soon after repayment of such loan amount. As such the defense set up by the accused is not believable and natural one.

23. Moreover, when the accused admits their signature found on Ex.P.1 in both cases and handing over the same to complainant while borrowing loan amount, the presumption under Sec.139 of Negotiable Instruments Act would arise in favour of the complainant.

24. In this regard I would like to rely upon the decisions of Hon'ble Apex court in **Kishna Rao v/s Shankar Gowda in 2018(8) SCC 165**

Financial loss Monterey loss - Negotiable Instrument Act 1981- 139- presumption under 139 does when may be fallen- ingredients and scope of Sec.139- does not - probable summaries- accused liberty may adduce evidence to rebut the presumption u/Sec.139- but mere denial regarding existence of debt was not serve any purpose in the event accused is able to raise probable defense which creates doubt with regard to existence of debt or liability presumption may fall.

25. In Rangappa Vs.Mohan in AIR 2010 SC 1898 wherein it is held that,

The presumption mandated by S.139 of the Act does indeed include the existence of legally enforceable debt or liability. This is of course in the nature of rebuttable presumption and it is open to the accused to raise a defense wherein the existence of a legally enforceable debt or liability can be contested. However, there can be no doubt that there is an initial presumption which favours the complainant. S.139 of the Act is an example of a reverse onus clause that has been included in furtherance of the legislative



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objective of improving the credibility of negotiable instruments. While Section 138 of the Act specifies a strong criminal remedy in relation to the dishonour of the cheque, the rebuttable presumption under Section 139 is a device to prevent undue delay in the course of litigation. However, it must be remembered that the offence made punishable by S.138 can be better described as regulatory offence since the bouncing of a cheque is largely in nature of a civil wrong whose impact is usually confined to the private parties involved in commercial transactions. In such a scenario, the test of proportionality should guide the construction and interpretation of reverse onus clauses and the accused/defendant cannot be expected to discharge an unduly high standard or proof. In the absence of compelling justifications, reverse onus clauses usually impose an evidentiary burden and not a persuasive burden. Keeping this in view, it is settled position that when an accused has to rebut the presumption under Sec.139, the standard of proof for doing so is that of 'preponderance of probabilities'. Therefore, if the accused is able to raise. Therefore, if the accused is able to raise a probable defense which creates doubt about the existence of a legally enforceable debt or liability, the prosecution can fail. The accused can rely on the materials submitted by the complainant in order to raise such a defense and it is conceivable that in some cases the accused may not need to adduce evidence of his/her own.

26. Moreover, when the accused admits their signature found on Ex.P.1 in both cases and handing over the same to complainant while borrowing loan amount, the presumption under Sec.118 and 139 of Negotiable Instruments Act would arise in favour of the complainant. But the accused has not produced any materials to rebut



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the said presumption. As such, no material is produced appreciate the defense set up by accused with regard. Therefore, the learned Magistrate has rightly appreciated and evaluated the evidence of PW2 in proper perspective. As such there is no any illegality or error committed by the Court below in appreciating the evidence available on record.

27. On careful appreciation of evidence of PW2 and the defense taken by the accused, it can be said that though they states that the cheques in question was issued only security, their bald say itself cannot be relied upon. Because, if really they have repaid the loan amount on earlier occasions, they would not have left the signed cheques in the hands of complainant. Moreover, the accused have not offered any explanation as to why they left the cheques in the hands of complainant. So, this aspect of the case goes to show that defense set up by accused is not probable.

28. Having regard to all these facts and circumstances, I am of the considered view that the learned Magistrate has rightly appreciated the oral and documentary evidence available on record in proper perspective. The learned Magistrate committed no error or illegality in appreciating and evaluating the documents relied upon by both the parties. Herein this case, the accused failed to rebut the presumption available in favour of complainant under Sec.139 of Negotiable Instruments Act. A bald denial of the case of complainant does not amount to a defense.

29. Furthermore, the accused has not replied the legal notice which was issued to them as per Ex.P.3. It appears from the records that the notice was issued through registered post and which was duly served on the accused. It shows that their action in keeping mum without replying the notice, goes to show that they purposefully kept quiet



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since they issued Ex.P1 in both cases towards repayment of loan amount.

30. Herein this case, the accused admits that the address shown in the legal notice at Ex.P.3. Such being the fact, there is a deemed service of legal notice on the accused, who neither replied the same nor paid the cheques amount. Therefore, the complainant has placed sufficient and ample materials on record to believe that the Ex.P.1 cheques were issued by accused towards part repayment of loan amount, which they borrowed for business purpose. There are no such circumstances, wherein the case of complainant can be doubted. Further the decision relied by the learned counsel for the appellants is not application to the present case on hand, since, in the present case, the complainant has proved his financial capacity and also he proved the lending of the loan amount to the accused persons. The accused has also not taken any contention about the financial capacity of the complainant and also lending of the loan and moreso, the accused is also admitted the borrowing of the loan amount and liability. Hence, the decision relied by the learned counsel for the accused is not helpful to the present case on hand. There are no grounds so as to interfere with the reasoning and findings of the Court below. As such the learned Magistrate committed no error or illegality in believing the case of complainant.

31. Having regard to the facts and circumstances of the case, I am of the view that the impugned judgment of conviction and sentence passed by the learned Magistrate is in accordance with settled principle of law, facts and probabilities of the case. Absolutely there are no grounds to interfere in the reasoning and findings given by the Court below so as to convict the accused. As such the impugned judgment of conviction is in accordance with the settled principles of law, facts and probabilities of the case. Hence, the impugned



judgment of conviction deserves to be confirmed with.

32. However, the facts and circumstances involved in the case on hand, do warrant this Court to interfere with regarding imposing of sentence amount and requires to modify the sentence imposed on accused by trial Court. Because the transaction between the complainant and accused has taken place in view of the failure on the part of execution of project. The accused issued the cheques in question towards the repayment of the amount, which they received from the complainant for the purpose of business. But the learned Magistrate awarded compensation double the cheques amount without assigning any reasons and without any basis. Though it is permissible under law to impose fine to the tune of double the cheques amount, sufficient justifiable grounds need to be assigned by Court to impose fine or award compensation to the tune of double the cheques amount.

33. Herein this case, absolutely, no reasons are assigned by the learned Magistrate to award compensation double the cheques amount. It appears, the loan transaction has taken place under the close acquaintance of complainant with accused. Even there is no such agreement to pay interest on the loan amount. Even no document was obtained from the accused either as a security or with regard to payment of any interest. Therefore, these facts would go to show that the complainant had no intention to claim any interest on such amount. Such being the fact, the learned Magistrate is not justified in awarding compensation double the cheques amount.

34. Furthermore, the thing would have been different if the learned Magistrate assigned any reasons for awarding compensation double the cheques amount. As such, the learned Magistrate is



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not justified in awarding compensation double the cheques amount without assigning any reasons to that effect. So, on these facts, I am of the view that the impugned order of sentence deserves to be interfered so as to modify the quantum of compensation awarded to complainant. Therefore, considering the fact that the transaction has taken place between the complainant and the accused company with regard repayment of amount, which he received from the complainant towards execution of project, I feel that the accused shall be directed to pay compensation of Rs.15,55,000/- and RS.18,70,000/- instead of Rs.30,90,000/- and Rs.37,20,000/- respectively as awarded. Hence, the impugned order of sentence deserves to be interfered only with regard to quantum of compensation awarded by learned Magistrate. Hence, impugned judgment of conviction deserves to be confirmed with by modifying the quantum of sentence as observed above. Accordingly, I answer point No.1 and 2 in the Negative and point No.3 partly in the Affirmative".

- The operative portion of the order of the First Appellate Court reads as under:

"The appeals filed by appellants u/Sec. 374 of Code of Criminal Procedure is hereby allowed in part.

The impugned judgment of conviction passed by the XXVIII ACMM, Bengaluru, in CC No.1058/2012 and C.C.No.1059/2012 dt.6/1/2016 is confirmed. However the sentence stands modified as under:-

Acting u/s. 264 of Cr.P.C, the accused in C.C.No.1058/2012 is hereby convicted and



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sentenced to pay fine of Rs.15,55,000/- for the offence punishable u/Sec.138 of Negotiable Instruments Act and in default of payment of fine amount, the accused shall undergo S.I. for a period of one year.

Out of the fine amount, a sum of Rs.15,45,000/- is ordered to be paid as compensation to the complainant under Sec.357 of Cr.P.C., and remaining Rs.10,000/- shall be appropriated to the government.

Acting u/s. 264 of Cr.P.C, the accused in C.C. No.1059/2012 is hereby convicted and sentenced to pay fine of Rs.18,70,000/- for the offence punishable u/Sec.138 of Negotiable Instruments Act and in default of payment of fine amount, the accused shall undergo S.I. for a period of one year.

Out of the fine amount, a sum of Rs.18,60,000/- is ordered to be paid as compensation to the complainant under Sec.357 of Cr.P.C., and remaining Rs.10,000/- shall be appropriated to the government.

The original of this judgment shall be keep in Crl.A.No.107/2017 and copy shall be thereof in Crl.A.No.108/2017.

Send a copy of this judgment to the lower Court along with LCR".

4. Being further aggrieved by the same, Accused Nos.2 and 3 are the revision petitioners, respectively, in Criminal Revision Petition Nos.1576 of 2022, 1575 of 2022, 1536 of 2022 and 1544 of 2022.



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5. Heard Sri.C.N.Raju, Sri.M.K.Venkataramana, learned counsels, Sri. Sushanth Belvet, learned counsel appearing on behalf of Sri.Chintan Chinnappa, learned counsel appearing for the revision petitioners and Sri.Krishna Murthy.V., learned counsel appearing for the respondents.

6. Learned counsel appearing for the revision petitioners reiterating the grounds urged in the revision petition would contend that both the Courts grossly erred in convicting the accused for the offence under Section 138 of the Negotiable Instruments Act, ignoring the probative value of Exs.D1 and D2, resulting in miscarriage of justice and sought for allowing the revision petitions.

7. They would also contend that there is a clear admission in the cross-examination of PW-1, which has been ignored by the learned Trial Magistrate and mechanically upheld by the First Appellate Court with regard to the repayment of the amounts, which has not been properly considered by the learned Judge in the First



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Appellate Court. Thus, order of conviction recorded by both the Courts for the offence under Section 138 of the Negotiable Instruments Act cannot be countenanced in law and sought for allowing the revision petitions.

8. Learned counsel appearing for the respondent-complainant supports the impugned judgment.

9. He would further contend that the cheques in question were dated 24.05.2011 in both the cases and Exs.D1 and D2 does not depict the payment of any money by the accused after the issuance of the cheque and therefore, conviction order recorded by Trial Magistrate, confirmed by the First Appellate Court needs no interference.

10. Having heard the arguments of both sides, this Court perused the material on record meticulously.

11. On such perusal of the material on record, it is crystal clear that transaction between the parties is not in dispute as suggestions made to PW-1 itself would make it clear that there was a transaction and outstanding



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amount. Ex.P1 in both the cases are belonging to the first accused company and present revision petitioners being the directors of the first accused company, have subscribed their signatures under the seal of the company. Therefore, it is the revision petitioners who are responsible for the day-to-day activities of the first accused company and towards the outstanding amount of first accused company, cheques in question in both the cases came to be issued in the presumption, which the law allows to be raised under Section 139 of the Negotiable Instruments Act.

12. To rebut such presumption, the defence that has been set up by the accused-revision petitioners is that, amount covered under the cheque has been repaid as could be seen from Exs.D1 and D2.

13. Before this Court, a specific question is put to the counsel for revision petitioners to point out any payment that is depicted in Exs.D1 and D2 after the issuance of Ex.P1, i.e., cheque dated 24.05.2011. But no



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such payment is found and noticed and brought to the notice of this Court by the revision petitioners in Exs.D1 and D2.

14. At this stage, Sri.C.N.Raju, learned counsel appearing for the revision petitioners would contend that the cheques in question were given as security and it has been misused by the complainant by filling-up the necessary details.

15. If it is so, nothing prevented the first accused company or revision petitioner to lodge a necessary complaint with the same jurisdictional Magistrate for the alleged misuse of the cheques, especially, when the accused persons were having the services of an Advocate. Moreover, if a cheque is issued as a security could also attract the offence under Section 138 of the Negotiable Instruments Act is no longer *res-integra*.

16. The Hon'ble Supreme Court in the case of ***Sripati Singh (since deceased) through his son, Gaurav***



Singh Vs. The State of Jharkhand and another¹ has held that the cheques, which are issued for security would also attract the offence punishable under Section 138 of the Negotiable Instruments Act.

17. Thus, viewed from any angle since the defence that has been set up is not probalised and none of the revision petitioners have got examined themselves to probalise their defence, the conviction order recorded by the learned Trial Magistrate is just and proper.

18. The learned Judge in the First Appellate Court did consider the contentions that are canvassed on behalf of the revision petitioners, in view of the ground raised in the appeal, *in extenso*, as referred to supra and applied the judicial mind in re-appreciating the material facts and upheld the order of conviction by supplying the additional reasons for maintaining the conviction, but modified the sentence portion, noting that there was no material placed

¹ (2022) 18 SCC 614



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by the complainant for awarding double the cheque amount as the fine and reduce the same.

19. Therefore, contentions urged on behalf of the revision petitioners that the appeals stood disposed of mechanically cannot be countenanced in law. Therefore, having regard to the limited revisional jurisdiction and also taking note of the principles of law enunciated by the Hon'ble Supreme Court in the case of **Rajesh Jain Vs. Ajay Singh²** and **Sanjabij Tari Vs. Kishore.S.Borcar and another³**, this Court cannot revisit into the factual aspects of the matter in upsetting the finding of the guilt recorded by Trial Magistrate upheld by the First Appellate Court.

21. In view of the foregoing discussion, following:

ORDER

The Revision Petitions are meritless and hereby ***dismissed.***

**Sd/-
(V SRISHANANDA)
JUDGE**

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² (2023) 10 SCC 148

³ 2025 SCC ONLINE SC 2069