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CRL RC No. 1052 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21-07-2026

CORAM

THE HON'BLE MR.JUSTICE SHAMIM AHMED

CRL RC No. 1052 of 2021

Siron Ratnabai

..Petitioner(s)

Vs

Baskar

..Respondent(s)

PRAYER – This Criminal Miscellaneous Petition is filed under Section 397 read with 401 of Cr.P.C., to call for the entire records pertaining to the order passed in Crl.A.No.49 of 2020 dated 23.12.2020 on the file of the II Additional District and Sessions Judge, Erode, confirming the order passed in S.T.C.No.315 of 2018 dated 23.09.2019 on the file of the Judicial Magistrate, Fast Track Court-II, Erode and the order passed in S.T.C.No.315 of 2018 dated 23.09.2019 on the file of the Judicial Magistrate, Fast Track Court-II, Erode and set aside the same.

For Petitioner(s):

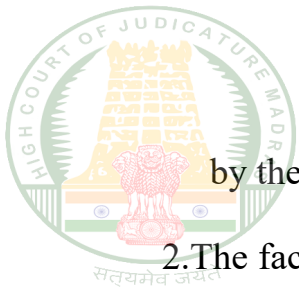
Ms.P.Mirunalini for Mr.P.Chandrasekar

For Respondent(s):

No appearance

ORDER

1. This Criminal Revision Case is filed to set aside the judgment of conviction and sentence, dated 23.12.2020, passed in CA.No. 49 of 2020, by the II Additional District and Sessions Judge, Erode, confirming the judgement of conviction and sentence, dated 23.09.2019, passed in STC.No. 315 of 2018,

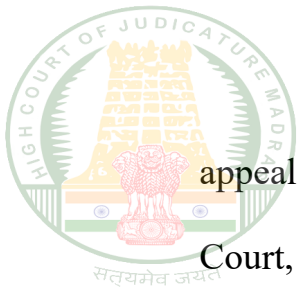


by the Judicial Magistrate, Fast Track Court-II, Erode.

2. The facts of the case, in a nutshell, are that the Petitioner had borrowed a sum of Rs.5,00,000/- from the Respondent/ complainant on 04.03.2018 and that in order to discharge the said liability, the Petitioner had issued a cheque bearing No.544419, dated 05.04.2018, drawn on Vijaya Bank, Chennai, Menampakkam, Branch, in favour of the complainant, for the said sum. When the said cheque was presented for encashment, it was dishonoured, as “funds insufficient”. Hence, the Respondent herein had filed a complaint against the Revision Petitioner in STC.No.315 of 2018, before the Judicial Magistrate Court, FTC No.II, Erode under Section 138 of the Negotiable Instruments Act, for recovery of a sum of Rs.5,00,000/- covered under the said cheque.

3. Before the Trial Court, on the side of the complainant, the Respondent/ complainant was examined as PW.1 and Ex.P1 to Ex.P7 were marked. On the side of the Revision Petitioner, neither any witness was examined nor any document was marked.

4. After completion of trial, by the impugned judgement of conviction and sentence, the Trial Court had convicted and sentenced the Petitioner/accused for the offence under Section 138 of the Negotiable Instruments Act to undergo one year Simple Imprisonment. The lower appellate court had also, by its impugned judgement of conviction and sentence, had dismissed the



appeal filed as against the judgement of conviction and sentence of the Trial Court, by the accused, on the same lines. Hence, this Criminal Revision Case has been filed by the accused.

5. This Court heard Ms.P.Mirunalini for Mr.P.Chandrasekar, the learned counsel for the Revision Petitioner and considered his submissions and also perused the entire materials available on record.

6. The Coordinate Bench of this Court, vide order dated 03.01.2022, had passed a conditional order, while granting the relief of suspension of sentence and exemption from surrendering, to the petitioner and the the relevant portion is reproduced as follows:-

“5(a). The petitioner/Accused shall deposit 50% of the cheque amount (Rs.5,00,000/-), namely, Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) before the Trial Court, within two 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 nationalized 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, Fast Track Court II, Erode.”

7. Thereafter, the matter was referred to the Lok Adalat by the Coordinate Bench of this Court, by the order dated 01.08.2025. But, there was no amicable settlement in the Lok Adalat. Therefore, when the matter was listed on 08.07.2026 before this Court, this Court had passed the following order:-



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“The learned counsel for the petitioner submits that the directions issued by this Court in Para No.5(a), of the order dated 03.01.2022, has been complied with by the petitioner. He prays for one week time to produce the deposit receipt before this Court.

2.The learned counsel for the respondent has no objection in this regard.

3.In the case of failure, the case will be decided on the next date fixed.

4.Accordingly, put up the case on 21.07.2026, ‘for orders’.”

8. On a specific request made by the learned counsel for the petitioner, this Court had passed an equitable conditional order on 03.01.2022, directing the Revision Petitioner to deposit 50% of the cheque amount before the Trial Court. When the matter is taken up for hearing today, the learned counsel for the petitioner submits that there is no instructions from the client as to whether the conditional order has been complied with or not and whether the amount was deposited by the petitioner or not.

9. By the said order, at request of the learned counsel for the petitioner, the petitioner was granted one week further time to deposit 50% of the cheque amount before the Trial Court to the credit of STC No.315 of 2018. The conditional order was passed four years back and the petitioner is enjoying the order of interim order of suspension, exemption from surrendering and bail, without complying with the said conditional order. 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.

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10. 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.

11. On the other hand, it was the case of the Respondent before the courts below that once the accused admitted the signature in the cheque in question, the issuance of the cheque in question to the complainant, 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.



12. 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.

13. The courts below have found that the Revision Petitioner/accused, has categorically admitted the issuance of the cheque in question to the complainant and also admitted that the signatures found in the cheque in question is his signature. 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. 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 his signature found on the cheque in



question. But, the Petitioner/ accused has categorically admitted handing over of the said cheques to the complainant and the cheque in question was drawn from the account of the complainant and also his signature found in the cheques in question. 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.

14. 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

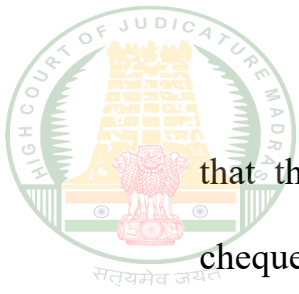


incurred the said expenditure over a period of time. Either way, the complaint discloses the prima facie existence of a legally enforceable debt or liability since the complainant has maintained that his money was used for the construction-expenses. Since the accused did admit that the signature on the 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.”

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

16. 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.

17. 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.

18. 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 complainant 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.

19. 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**.

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20. The relief suspension of sentence, exemption from surrendering and bail, granted to the Revision Petitioner, by the order dated 03.01.2022 of the Coordinate Bench of this Court, **shall stand cancelled**. The impugned judgment of conviction and sentence, dated 23.12.2020 passed in CA.No. 49 of 2020, by the II Additional District and Sessions Judge, Erode, confirming the judgement of conviction and sentence, dated 23.09.2019, passed in STC.No. 315 of 2018, by the Judicial Magistrate, Fast Track Court-II, Erode, is **confirmed**.

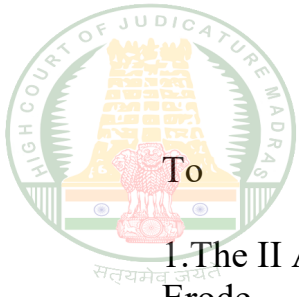
21. The Trial Court is directed to take immediate and appropriate steps, in accordance with law, to secure the presence of the Revision Petitioner/Accused to undergo the remaining period of sentence. The File is consigned to record.

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

21-07-2026

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

GSA/SRCM



To

1. The II Additional District and Sessions Judge,
Erode.

2. The Public Prosecutor,
Madras High Court.

3. The Judicial Magistrate,
Fast Track Court-II, Erode.

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SHAMIM AHMED J.

GSA/SRCM

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