



WEB COPY

CRL RC No. 1580 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16-07-2026

CORAM

THE HON'BLE MR.JUSTICE SHAMIM AHMED

CRL RC No. 1580 of 2023

C.Varalakshmi

..Petitioner(s)

Vs

J.Leelavathi

..Respondent(s)

PRAYER – This Criminal Revision Case is filed under Section 397 of Cr.P.C., to call for the record pertains to the impugned judgment dated 08.06.2023 passed by the I Additional Session Judge, City Civil Court, Chennai in Criminal Appeal No.358 of 2022, whereby confirming the order conviction and sentence dated 10.11.2022 passed by the Metropolitan Magistrate, Fast Track Court No.2, at Allikulam, Chennai - 600 003 in CC.No.2142 of 2015.

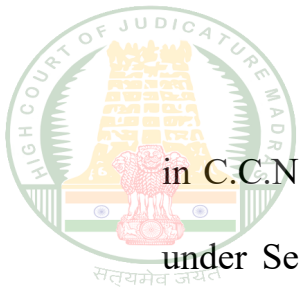
For Petitioner(s):

Mr.T.Thirumoorthy

For Mr. P.R.Thiruneelakandan

ORDER

This Criminal Revision Petition has been filed by the petitioner/accused challenging the judgment dated 08.06.2023 passed by the learned I Additional Sessions Judge, City Civil Court, Chennai in C.A.No.358 of 2022, confirming the judgment of conviction and sentence dated 10.11.2022 passed by the learned Metropolitan Magistrate, Fast Track Court No.2, Egmore @ Allikulam, Chennai



in C.C.No.2142 of 2015, whereby the petitioner was convicted for the offence under Section 138 of the Negotiable Instruments Act, 1881 and sentenced to undergo Simple Imprisonment for a period of six months and further directed to pay a sum of Rs.1,30,000/- as compensation under Section 357 of the Code of Criminal Procedure, within thirty days from the date of judgment, in default to undergo further Simple Imprisonment for two months.

2.The case of the respondent/complainant before the Trial Court is that the petitioner/accused borrowed a sum of Rs.80,000/- from the complainant on 02.09.2012 and executed a promissory note agreeing to repay the said amount with interest. Thereafter, towards discharge of the said liability, the petitioner issued a cheque dated 01.10.2013 for a sum of Rs.90,000/- in favour of the complainant. When the said cheque was presented for collection, the same was returned unpaid with an endorsement "Insufficient Funds". After issuance of statutory notice and failure on the part of the petitioner to make payment within the stipulated time, the complaint came to be filed under Section 138 of the Negotiable Instruments Act.

3.Before the Trial Court, the complainant examined herself as PW1 and marked Exs.P1 to P5. The petitioner/accused did not examine herself or any witness on her behalf and no document was marked from the side of the defence. After considering the oral and documentary evidence available on



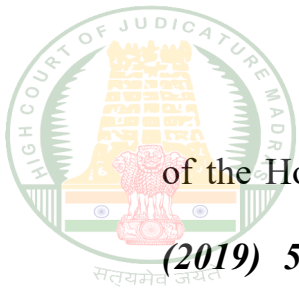
record, the Trial Court found the petitioner guilty under Section 138 of the Negotiable Instruments Act and imposed the above said sentence.

WEB COPY

4. Aggrieved by the same, the petitioner preferred C.A.No.358 of 2022 before the learned I Additional Sessions Judge, City Civil Court, Chennai. The learned Appellate Court, after re-appreciating the materials available on record, dismissed the appeal by judgment dated 08.06.2023 and confirmed the conviction and sentence imposed by the Trial Court. Hence, the present Criminal Revision Petition has been filed.

5. The learned counsel appearing for the petitioner submitted that the Courts below failed to appreciate the evidence in proper perspective. It was contended that the complainant failed to prove the foundational facts regarding the alleged advancement of loan of Rs.80,000/-. It was further contended that the complainant failed to establish her financial capacity to lend such amount and that once the petitioner raised a probable defence, the burden shifted upon the complainant to prove the existence of legally enforceable debt.

6. The learned counsel appearing for the petitioner further submitted that the alleged promissory note was not proved in accordance with law and that the complainant did not produce any independent documentary evidence to establish the alleged loan transaction. Reliance was placed upon the judgments



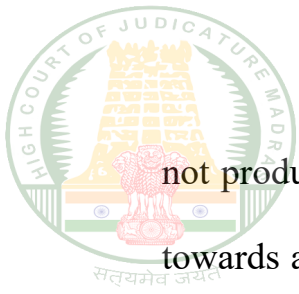
of the Hon'ble Supreme Court in *Basalingappa Vs. Mudibasappa reported in (2019) 5 SCC 418* and *APS Forex Services Private Limited Vs. Shakti International Fashion Linkers reported in 2020 AIR (SC) 945*.

7. Heard the learned counsel appearing for the petitioner and perused the materials available on record.

8. The scope of interference in a revision petition is limited. This Court, while exercising revisional jurisdiction, is not expected to undertake a fresh re-appreciation of evidence as an appellate court unless the findings of the Courts below are perverse, illegal or result in miscarriage of justice.

9. In the present case, the complainant has established that the cheque in question was issued by the petitioner and that the same was dishonoured for want of sufficient funds. The issuance of statutory notice and failure to comply with the demand have also been established. Once the issuance of cheque is admitted or proved, the presumption under Section 139 of the Negotiable Instruments Act comes into operation that the cheque was issued towards discharge of a legally enforceable debt or liability.

10. The said presumption is undoubtedly rebuttable. However, the accused is required to establish a probable defence. In the present case, the petitioner has



not produced any material evidence to establish that the cheque was not issued towards any legally enforceable liability. Except making suggestions during the cross-examination of PW1 questioning the financial capacity of the complainant, no acceptable evidence has been placed before the Court.

11.The contention that the complainant failed to produce income tax returns or bank statements cannot be accepted as a universal requirement in every case. The complainant has specifically stated that she was conducting tuition classes since 1990 and earning income. The Courts below have considered the said evidence and found that the complainant had the financial capacity to advance the amount of Rs.80,000/-.

12.Further, the existence of Ex.P1 promissory note and the issuance of Ex.P2 cheque subsequently provide corroboration to the case of the complainant. The petitioner has not taken effective steps to disprove the execution of the promissory note or to establish any other probable circumstance showing that there was no legally enforceable debt.

13.The judgments relied upon by the petitioner regarding the shifting of burden under Section 139 of the Negotiable Instruments Act lay down the correct legal position. However, the said principle would apply only when the accused succeeds in raising a probable defence. In the present case, the



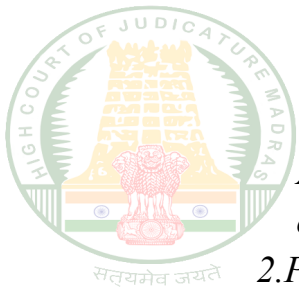
petitioner has failed to rebut the statutory presumption by any acceptable evidence.

WEB COPY

14.This Court also finds no substance in the challenge regarding limitation. The learned Appellate Court, after considering the docket entries, court seals and records relating to presentation of the complaint, found that the complaint was presented on 25.11.2013 and not on 14.02.2014, which was only the date on which the complaint was taken on file and numbered. The said finding is based on the records and does not warrant interference.

15.It is also relevant to consider the subsequent conduct of the petitioner during the pendency of this revision petition. This Court, by order dated 15.09.2023, directed the petitioner to deposit 20% of the cheque amount to the credit of C.C.No.2142 of 2015 on the file of the learned Metropolitan Magistrate, Fast Track Court No.2, Allikulam, Chennai. The said order was passed based on the submission made by the learned counsel appearing for the petitioner that the petitioner was willing to deposit 20% of the cheque amount as compensation to the complainant on or before 29.09.2023 to demonstrate his bona fide which is extracted hereunder:

“Learned counsel for the revision petitioner contended that the revision petitioner is ready to pay 20% of the cheque amount to the credit of C.C.No.2142/2015 on the file of the learned Metropolitan Magistrate, Fast Track Court No.2,



Allikulam, Chennai, as compensation to the complainant on or before 29.09.2023.

2.Post the matter on 03.10.2023.”

WEB COPY

16. Thereafter, when the matter was listed on 15.07.2026, the learned counsel appearing for the petitioner was unable to satisfy this Court as to whether the order dated 15.09.2023 had been complied with. This Court specifically directed the petitioner to produce the deposit receipt evidencing compliance of the said order.

17. Even today, when the matter is taken up for hearing, the learned counsel appearing for the petitioner is not in a position to establish compliance of the order dated 15.09.2023. No deposit receipt has been produced before this Court despite specific directions. The petitioner has thus failed to comply with the orders passed by this Court.

18. The conduct of the petitioner in not complying with the interim directions of this Court is also a relevant circumstance while considering the discretionary relief sought under revisional jurisdiction. A party seeking indulgence of this Court is expected to comply with the directions issued during the pendency of proceedings.



19. With regard to the question of sentence and compensation, this Court finds that the sentence imposed by the Trial Court, which has been confirmed by the Appellate Court, is proportionate and reasonable considering the nature of the offence, the cheque amount involved, the period of pendency of the proceedings and the hardship caused to the complainant due to non-payment of the legally enforceable debt. The compensation awarded under Section 357 of Cr.P.C. also does not call for any interference. On an overall consideration of the entire materials available on record, this Court is of the considered view that the judgments of the Courts below are based on proper appreciation of oral and documentary evidence and do not suffer from any illegality, perversity or material irregularity warranting interference in exercise of the revisional jurisdiction of this Court.

20. Accordingly, the Criminal Revision Petition is **dismissed**. The judgment dated 08.06.2023 passed by the learned I Additional Sessions Judge, City Civil Court, Chennai in C.A.No.358 of 2022 confirming the judgment dated 10.11.2022 passed by the learned Metropolitan Magistrate, Fast Track Court No.2, Egmore @ Allikulam, Chennai in C.C.No.2142 of 2015 is hereby **confirmed**. There shall be no order as to costs.

21. The learned Metropolitan Magistrate, Fast Track Court No.2, Egmore @ Allikulam, Chennai shall take immediate and appropriate steps in accordance



with law to secure the presence of the petitioner/accused to undergo the remaining period of sentence and to recover the compensation amount, if any.

WEB COPY

22.The Registry is directed to forthwith transmit a copy of this order to the learned I Additional Sessions Judge, City Civil Court, Chennai, and the learned Metropolitan Magistrate, Fast Track Court No.2, Egmore @ Allikulam, Chennai, for information and necessary compliance.

16-07-2026

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

SHA

To

- 1.The Public Prosecutor, Madras High Court.
- 2.The I Additional Session Judge, City Civil Court, Chennai.
- 3.The Metropolitan Magistrate,
Fast Track Court No.2, at Allikulam, Chennai - 600 003.



WEB COPY

CRL RC No. 1580 of 2



SHAMIM AHMED J.

SHA/GSA

CRL RC No. 1580 of 2023

16-07-2026