



SL. No.	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGE'S ORDERS
			<u>CRLR/510/2026</u> Sanjay Kannoja --Revisionist Versus State Of Uttarakhand --Respondent <u>Hon'ble Alok Mahra, J.</u> Ms. Seema Dhingra, Advocate for the revisionist. Mr. S.C. Dumka and Mr. Prabhat Kandpal, A.G.A. for the State of Uttarakhand. 2. Present criminal revision has been preferred assailing the judgment and order dated 02.06.2026 passed by the learned Sessions Judge, Uttarkashi in Criminal Appeal No.56 of 2025, whereby the appeal preferred by the revisionist came to be dismissed and the judgment and order dated 20.09.2025 passed by the learned Chief Judicial Magistrate, Uttarkashi in Criminal Case No.210 of 2024 was affirmed. By the said judgment, the learned trial Court convicted the revisionist for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881 and sentenced him to undergo simple imprisonment for a period of one year and six months. The revisionist was further directed to pay a fine of ₹5,25,000/-, out of which ₹5,20,000/- was directed to be paid to respondent no.2 by way of compensation, while the remaining amount of ₹5,000/- was directed to be deposited in the State Treasury. 3. Learned counsel for the revisionist submits that the impugned judgments passed by the courts below are contrary to law, the evidence available on record and the settled



		principles governing prosecutions under Section 138 of the Negotiable Instruments Act, 1881. It is contended that respondent no.2 has failed to establish the existence of any legally enforceable debt or liability against the revisionist and has not produced any cogent documentary evidence to substantiate the alleged payment of the entire amount claimed to have been advanced. It is further submitted that the cheque in question was never issued in discharge of any legally enforceable debt or liability, but had been handed over in connection with some other transaction to another acquaintance and the same has subsequently been misused. It is, therefore, argued that the findings recorded by the courts below are unsustainable in law and deserve to be set aside. 4. Per contra, learned State Counsel supports the impugned judgments and submits that the revisionist has admitted his signatures on the cheque in question as well as its issuance. It is contended that once the execution of the cheque is admitted, the statutory presumptions under Sections 118(a) and 139 of the Negotiable Instruments Act, 1881 immediately operate in favour of the complainant, raising a presumption that the cheque was issued towards discharge of a legally enforceable debt or liability. It is further submitted that the revisionist has failed to rebut the said presumptions by leading any cogent, reliable or probable evidence. Mere denial of liability or a bald plea regarding misuse of the cheque, unsupported by any convincing material, is wholly insufficient to discharge the burden cast upon the accused. It is, therefore, argued that both the courts below have correctly appreciated the oral as well as documentary evidence and have recorded concurrent findings of fact, which do not call for interference in exercise of the limited revisional jurisdiction of this Court. 5. Heard learned counsel for the parties and perused the entire material brought on
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			record. The scope of interference in revisional jurisdiction is well settled. Unless the findings recorded by the courts below are shown to be perverse, manifestly illegal, based on no evidence or suffering from any jurisdictional error resulting in miscarriage of justice, this Court would not be justified in re-appreciating the evidence as if exercising appellate jurisdiction. 6. Hon'ble Supreme Court in <i>Bir Singh v. Mukesh Kumar</i>, (2019) 4 SCC 197, has categorically held that once the execution of the cheque and the signature thereon are admitted or proved, the statutory presumptions under Sections 118(a) and 139 of the Negotiable Instruments Act automatically arise in favour of the holder of the cheque that it was issued towards discharge of a legally enforceable debt or liability. The burden thereafter shifts upon the accused to rebut the said presumptions by raising a probable defence on the touchstone of preponderance of probabilities through cogent and convincing evidence. 7. In the present case, the revisionist has admittedly not disputed his signatures on the cheque in question. Consequently, the statutory presumptions contemplated under Sections 118(a) and 139 of the Negotiable Instruments Act stood attracted. The defence sought to be raised by the revisionist, namely, that the cheque had been handed over in connection with some other transaction to another acquaintance and was subsequently misused, has been duly considered by both the learned trial Court as well as the learned Appellate Court. Upon appreciation of the oral and documentary evidence available on record, both the courts have concurrently rejected the said defence by assigning cogent and plausible reasons. 8. This Court finds that the revisionist has failed to produce any reliable material to probabalise his defence or to rebut the statutory presumptions available in favour of
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