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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

CNR No. DLHC010388772026

+ **CRL.REV.P.(NI) 295/2026 & CRL.M.A. 25626/2026,**
CRL.M.(BAIL) 1581/2026
SMT. ANU SAINI Petitioner

Through: Mr. Chandan Gupta and Ms. Kajal,
Advts, along with petitioner in person.

versus

M/S NEXTGEN ENTERPRISES Respondent
Through: Mr. Gourav Saini, Adv.

CORAM:

HON'BLE MS. JUSTICE MADHU JAIN

ORDER

% **20.08.2026**

1. This hearing has been done through hybrid mode.
2. The present revision petition under Sections 438/442 read with Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter referred to as 'BNSS') assails the judgment dated 22.07.2026 passed by the learned Additional Sessions Judge-06, South District, Saket Courts, New Delhi in **Criminal Appeal No. 89/2026**, whereby the petitioner's appeal against the judgment of conviction dated 24.12.2025 and order on sentence dated 11.02.2026 passed by the learned JMFC (NI Act)-10, South District, Saket Courts, New Delhi in **CC No. 4897/2023** titled "M/s Nextgen Enterprises v. Anu Saini" was dismissed and her conviction under Section 138 of the Negotiable Instruments Act, 1881 was upheld.

BRIEF FACTUAL MATRIX

3. Briefly stated, the respondent/complainant alleges that on 04.04.2023



it sold a used Canon Image Runner Advanced 8105 Digital Photocopier bearing **Serial No. QXS08978** to the petitioner for Rs. 2,75,000/-. Out of this, Rs. 50,000/- was paid in cash and, towards the balance of Rs. 2,25,000/-, the petitioner issued **cheque No. 33134922** dated 04.04.2023 drawn on Union Bank of India, C.R. Park Branch, New Delhi. The cheque was dishonoured with the remarks “*Account Blocked*” vide return memo dated 07.04.2023. Legal demand notice dated 21.04.2023 was issued and, payment not having been made, the complaint under Section 138 of the Negotiable Instruments Act, 1881 (hereinafter referred to as ‘*NI Act*’) was instituted on 22.05.2023.

4. During the trial, the respondent examined its proprietor as CW-1. The petitioner denied the incriminating circumstances in her statement under Section 313 of the Code of criminal procedure, 1973 (hereinafter referred to as ‘*Cr.P.C*’) and examined herself as DW-1 and Ms. Anita Khurana as DW-2. Her defence was that no photocopier had been purchased and the cheque had been given blank as security for a loan transaction.

5. Vide judgment dated 24.12.2025, the learned Trial Court convicted the petitioner under Section 138 of the NI Act. Vide order on sentence dated 11.02.2026, she was sentenced to simple imprisonment till the rising of the Court and directed to pay compensation of Rs. 3,03,000/- under Section 357(3) of Cr.P.C with simple imprisonment for four months in default. Her **Criminal Appeal No. 89/2026** was dismissed vide judgment dated 22.07.2026, affirming the conviction and sentence passed by the Trial Court. Hence, the present petition.

SUBMISSIONS ON BEHALF OF THE PARTIES

6. Learned counsel for the petitioner submits that, except the delivery



challan Ex. CW-1/2, no purchase bill, invoice, GST record or stock register was produced to prove the sale and that neither the transaction nor the alleged cash payment of Rs. 50,000/- was independently proved.

7. It is further submitted that although the petitioner admitted her signatures on the cheque and delivery challan, the concerned blank signed cheques and papers had been given to the respondent as a security for a loan of Rs. 40,000/-. Reliance is placed on the testimony of DW-2, Ms. Anita Khurana, and the online payment transactions Ex. DW-1/1 (Colly.).

8. The learned counsel further submits that the aforesaid material raised a probable defence sufficient to rebut the presumptions under Sections 118 and 139 of the NI Act on a preponderance of probabilities. It is further submitted that the learned Appellate Court relied upon the printed date on the cheque without properly appreciating the financial dealings between the parties.

9. It is also submitted that the learned Appellate Court affirmed the Trial Court without independently considering the defence evidence and the grounds raised. The petitioner accordingly seeks setting aside of the judgments dated 22.07.2026 and 24.12.2025 and the order on sentence dated 11.02.2026.

10. *Per contra*, learned counsel for the respondent submits that the plea of handing over the blank signed cheque during 2016-2017 is untenable in view of the printed date appearing on the cheque leaf, and that the cheque could not have been handed over during that period.

11. It is further submitted by the learned counsel for the respondent that no part of the compensation awarded *vide* order dated 11.02.2026 has been paid.

ANALYSIS AND FINDINGS

12. This Court has heard the learned counsels for the parties concerned and



has perused the material placed on record.

13. The principal issue which arises for consideration before this court is whether the concurrent findings of the Trial Court(s), convicting the petitioner under Section 138 of the NI Act suffer from any perversity, illegality or material irregularity warranting interference by this Court in exercise of its revisional jurisdiction.

14. The scope of revision is limited. A revisional court does not reassess evidence as a second court of appeal merely because another view is possible. Concurrent findings warrant interference only in case of manifest illegality, perversity, material irregularity or jurisdictional error. In ***Sanjabij Tari v. Kishore S. Borcar, (2025) 259 Comp Cas 685***, the Supreme Court reiterated that concurrent findings cannot be disturbed in revision by reanalysing the evidence unless they are perverse.

15. The petitioner in the present case admits her signatures on the cheque as well as the delivery challan Ex. CW-1/2, though she disputes the purpose for which they were given and the filling of the particulars. Admission of signature attracts the presumptions under Sections 118 and 139 of the NI Act that the cheque was issued for consideration and towards a legally enforceable debt or liability. Reference may be made to ***Rangappa v. Sri Mohan, (2010) 11 SCC 441*** and ***Rajesh Jain v. Ajay Singh, (2023) 10 SCC 148***.

16. These presumptions are rebuttable on a preponderance of probabilities, either through defence evidence or the complainant's material. A bare denial is insufficient. The material in question must make non-existence of the debt or liability reasonably probable. Reference may be made to ***Kumar Exports v. Sharma Carpets, (2009) 2 SCC 513***.

17. The petitioner's defence is that she had taken a loan of Rs. 40,000/-



from the respondent during 2016-2017 and handed over blank signed cheques and papers as security. The testimony of DW-2 and online transactions Ex. DW-1/1 (Colly.) may show monetary dealings between them, but neither connects the alleged loan with **cheque No. 33134922** or delivery challan Ex. CW-1/2. The pleaded loan-security arrangement is, therefore, not established.

18. The plea that the cheque was blank and given as security also does not rebut the presumption. In **Bir Singh v. Mukesh Kumar, (2019) 4 SCC 197**, the Supreme Court held that a blank cheque, if voluntarily signed and handed over, attracts the presumption under Section 139 of the NI Act and subsequent filling of particulars does not invalidate it. Merely describing it as a security cheque is not decisive and the question is whether a legally enforceable liability existed when it was presented.

19. As regards the absence of an invoice, GST record or stock register, the respondent disclosed the make, model and serial number of the photocopier, the agreed consideration and the cheque issued towards the balance. CW-1 supported the transaction. Delivery challan Ex. CW-1/2, bearing the petitioner's admitted signatures, records cash payment of Rs. 50,000/- and balance payment of Rs. 2,25,000/- through the cheque. The learned Appellate Court also accepted the respondent's explanation regarding the nature of its business. The absence of further business records, therefore, does not by itself displace the statutory presumptions or render the concurrent findings perverse.

20. The petitioner's plea that the cheque was handed over during 2016-2017 is also inconsistent with the printed date 29.01.2019 on the cheque leaf. Further, despite her case that the loan stood repaid, she neither sought return of the alleged security cheques nor issued stop-payment instructions or lodged



any complaint alleging misuse. These circumstances support the findings of the Trial Court.

21. The record thus does not show that the defence evidence was ignored. The learned Appellate Court considered the relevant oral and documentary evidence and gave reasons for affirming the judgment of the Trial Court. No perversity or manifest illegality is shown. The petitioner, in effect herein, seeks a fresh appreciation of the same evidence, which is beyond the scope of revisional jurisdiction.

22. In view of the aforesaid, no interference with the impugned judgment and order is called for. The substantive sentence is simple imprisonment till the rising of the Court. Against the cheque amount of Rs. 2,25,000/-, compensation of Rs. 3,03,000/- has been awarded, with simple imprisonment for four months in default. The learned Trial Court granted 45 days for payment and directed recovery of unpaid compensation under Sections 431 and 421 of the Cr.P.C. The learned Appellate Court granted a further 30 days and directed the parties to appear before the learned Trial Court on 21.08.2026 for execution of sentence. The respondent submits that no part of the compensation has been paid. Though non-payment is not by itself a ground to sustain conviction, the conviction and sentence warrant no interference and the petitioner remains bound to pay the compensation. The learned Trial Court shall therefore proceed in accordance with law.

23. Accordingly, the present revision petition is dismissed and the impugned judgment dated 22.07.2026 is thereby affirmed. Pending application(s), if any, also stand(s) disposed of.

24. A copy of this order be sent to the learned Trial Court for information and compliance.



25. The order be uploaded on the website *forthwith*.

MADHU JAIN, J

AUGUST 20, 2026/PG