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

CNR No. DLHC010458892026

+ **CRL.REV.P.(NI) 324/2026 & CRL.M.As. 29926-29927/2026,
CRL.M.(BAIL) 1824-1824/2026**

ADARSH BEHL

.....Petitioner

versus

MOHINDER GOEL

.....Respondent

with:

**CRL.REV.P.(NI) 325/2026, CRL.REV.P.(NI) 326/2026,
CRL.REV.P.(NI) 327/2026 & CRL.REV.P.(NI) 328/2026**

For Petitioners: Dr. Varddan Suman and Dr. S. Q. Qazi,
Advocates.

For Respondents: Mr. Ashok Goyal, Advocate.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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28.09.2026

1. These revision petitions under Sections 438 and 442 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ["BNSS"] arise from separate complaints under Section 138 of the Negotiable Instruments Act, 1881 ["NI Act"] between the same parties. Although the transactions, cheques and judgments of conviction are separate, the defence raised by the Petitioner, the course of the proceedings and the grounds on which the concurrent findings are challenged are substantially common. The petitions have, therefore, been heard together and are being disposed of by this common order.

2. Four distinct complaint cases emerge from the record. They concern



cheque amounts of INR 8 lakh, INR 10 lakh, INR 17 lakh and INR 10 lakh. In each case, the Petitioner was convicted on 19th July, 2023 and sentenced to six months' simple imprisonment. Compensation of INR 12 lakh, INR 14 lakh, INR 21 lakh and INR 14 lakh, respectively, was awarded, with a further sentence of one month's simple imprisonment in default of payment. The judgments of conviction and orders on sentence were affirmed in separate appeals decided on 9th June, 2026. In the complaint concerning the cheque of INR 17 lakh, the actual order on sentence awards compensation of INR 21 lakh, notwithstanding the different figure mentioned in the petition.

3. In each complaint, the complainant alleged that he had advanced the respective loan amount to the Petitioner through banking channels in 2018. Loan agreements were executed, and the cheques issued towards repayment were dishonoured upon presentation. Legal demand notices were thereafter issued, but the amounts remained unpaid.

4. Counsel for the Petitioner assails the concurrent findings on two primary grounds. On merits, he contends that the signed blank cheques had been furnished as security and were subsequently misused; the validity of the loan agreements was disputed; and the statutory demand notices were never served. He further submits that the Courts below treated the admitted signatures on the cheques as sufficient to raise the statutory presumptions, without requiring the complainant to establish the existence of a legally enforceable debt, and that the Petitioner had rebutted the presumptions under Sections 118(a) and 139 of the NI Act by raising a probable defence. It is also urged that the Petitioner's 313 CrPC statement, not being substantive evidence, could not have been relied upon in support of the conviction.

5. The second limb of the challenge concerns the manner in which the



trial proceeded. The Petitioner contends that he was not afforded adequate opportunity to cross-examine the complainant or to lead defence evidence; his 313 CrPC statement was recorded in the absence of his counsel; and his request for forensic examination of the disputed loan agreement was rejected. On sentence, reliance is placed upon his age and, more particularly, upon the assertion that he remained in custody from 19th August, 2023 to 13th August, 2024, which, according to him, exceeds the substantive sentence awarded in each case.

6. The Respondent relies upon the concurrent findings and the underlying record. It is pointed out that the transactions were not sought to be established merely through the cheques or the statutory presumptions; the amounts in question were supported by bank records showing their transfer through banking channels. The Petitioner admitted his signatures on the cheques and, when 251 CrPC notice was framed, stated that he had borrowed monies from the complainant, had repaid approximately INR 25 lakh and had furnished the cheques as security. No material was produced to substantiate the alleged re-payment. The record also shows that the complainant was cross-examined by counsel for the Petitioner and that the Appellate Court, upon examining the order-sheet dated 28th June, 2023, found that counsel for the Petitioner was present when the Petitioner's 313 CrPC statement was recorded.

7. The scope of revisional jurisdiction is well settled. In exercise of such jurisdiction, the High Court may call for and examine the record for the purpose of satisfying itself as to the correctness, legality or propriety of any finding, sentence or order. The jurisdiction is supervisory, exercised for correcting miscarriage of justice, and cannot be equated with appellate



jurisdiction.¹ Ordinarily, therefore, the Court would not reappreciate the evidence and arrive at its own conclusion where the evidence has already been appreciated by the Trial Court and the Appellate Court, unless a glaring feature is brought to its notice which would otherwise tantamount to gross miscarriage of justice. The present challenge must, accordingly, be examined within these limits, including the Petitioner's grievance that the proceedings were conducted unfairly.

8. The Petitioner's challenge is not borne out by the record. The convictions do not rest solely on the cheques and the statutory presumptions. In each complaint, the complainant also produced bank records showing the transfer of the corresponding cheque amount. The Trial Court noted that no suggestion was put to the complainant in cross-examination that the relevant document was forged or fabricated, or that the underlying transaction had not taken place. The transfer of INR 17 lakh, in particular, was reflected in the bank record and remained unchallenged; the other complaints disclose the same evidentiary position. Thus, quite apart from the statutory presumptions, the alleged advances were supported by contemporaneous banking record.

9. The Petitioner also admits his signatures on the cheques. Thus, as reiterated by the Supreme Court in **Basalingappa v. Mudibasappa**², once the execution of the cheques is admitted, the presumptions under Sections 118(a) and 139 of the NI Act arise, including the presumption that the cheques were issued in discharge of a legally enforceable debt or liability. These presumptions are rebuttable, and the onus is on the accused to raise a

¹ *State of Kerala v. Puttumana Illath Jathavedan Namboodiri* (1999) 2 SCC 452.

² (2019) 5 SCC 418.



probable defence. The standard of proof for rebutting the presumptions is that of preponderance of probabilities. The accused may rely on evidence led by him, the material produced by the complainant, or the circumstances appearing on record; it is not necessary for him to enter the witness box in support of his defence. A bare denial, however, would not suffice; something probable must be brought on record to rebut the presumptions.

10. The Petitioner has not rebutted the presumptions. When 251 CrPC notice was framed, his defence was that he had borrowed INR 50 lakh from the complainant, had repaid approximately INR 25 lakh and had furnished the signed cheques as security. In these petitions, however, he denies having taken any loan and alleges that the blank cheques were misused. These inconsistent stands bear upon the credibility of the defence. More significantly, the Petitioner produced no material to substantiate the alleged repayment or to cast doubt on the bank records evidencing the transfers.

11. The plea recorded under Section 251 CrPC is not substantive evidence and has not been treated as such. It is relevant only to identify the defence disclosed by the Petitioner when the accusation was explained to him. The conviction rests on the complainant's evidence, the bank records and the statutory presumptions. Even on the defence then disclosed, the alleged repayment of approximately INR 25 lakh remained wholly unsubstantiated. There was no cogent evidence as to how, when or in what manner the said repayment was made, nor was any such material put to the complainant in cross-examination. There is, therefore, no basis to hold that the Trial Court erred in concluding that the presumptions remained unrebutted.

12. The mere description of the cheques as "security cheques", by itself, does not likewise rebut the statutory presumption. As held by the Supreme



Court in *Bir Singh v. Mukesh Kumar*³, a person who signs a cheque and makes it over to the payee remains liable unless he adduces evidence to rebut the presumption that the cheque was issued for payment of a debt or in discharge of a liability. The fact that a signed cheque has been filled in by the payee or any other person does not, by itself, invalidate the cheque. Even a blank cheque voluntarily signed and handed over by the accused attracts the presumption under Section 139, in the absence of cogent evidence to show that it was not issued in discharge of a debt or liability. In the present case, the Petitioner has admitted his signatures on the cheques but has not produced cogent evidence to rebut the presumption. The underlying advances are supported by bank records, whereas the alleged repayment remains unsubstantiated. The plea that they were security cheques, therefore, does not displace the liability arising from the underlying transactions.

13. The controversy concerning the loan agreements is not decisive. The request for forensic comparison of the signatures on the loan agreements was rejected by a separate order, which the Petitioner challenged by filing Criminal Revision Petition No. 514/2023. The said revision was dismissed for non-prosecution on 26th July, 2023, and the Petitioner thereafter did not take any further action in that revision. In any event, even if the loan agreements are left out of consideration, the banking records evidencing the underlying payments, the Petitioner's admitted signatures on the dishonoured cheques and the statutory presumptions provide an independent basis for the findings of conviction. The Petitioner produced no material to substantiate the alleged repayment or otherwise cast doubt on the underlying liability. In these circumstances, the refusal to send the agreements for

³ (2019) 4 SCC 197.



forensic examination did not cause prejudice to the Petitioner.

14. The allegation that the Petitioner was denied an effective opportunity to defend himself is also contradicted by the record. His applications under 145(2) NI Act were allowed, and his counsel cross-examined the complainant on 24th April, 2023. The 313 CrPC statements of the Petitioner were thereafter recorded on 28th June, 2023, following which he chose not to lead defence evidence. The Appellate Courts also examined the order-sheets dated 28th June, 2023, which record the presence of the Petitioner's counsel when his 313 CrPC statements were recorded.

15. As with the plea under Section 251 CrPC, the 313 CrPC statement is also not substantive evidence and cannot be relied upon to cure any deficiency in the complainant's case. The Courts below did not use it for that purpose. The statement was considered in the context of the defence raised by the Petitioner, including his admission regarding the execution of the loan agreements. The findings of guilt, however, rested on the banking transactions, the admitted signatures on the cheques and the statutory presumptions, which remained unrebutted. The Trial Court was, thus, conscious of the evidentiary limitations of the 251 and 313 CrPC statements.

16. The objection to service of the statutory notices is equally untenable. The notices were sent by registered post to addresses which the Petitioner accepts as correct. In such circumstances, Section 27 of the General Clauses Act, 1897 gives rise to a presumption that service of the notices was effected, unless the contrary is proved. Section 114 of the Evidence Act, 1872 also permits a presumption of delivery in the ordinary course of business. The Petitioner led no evidence to rebut these presumptions. Further, a drawer who claims that he did not receive the statutory notice but



receives the summons along with a copy of the complaint and does not make payment of the cheque amount within fifteen days of such receipt, cannot thereafter contend that there was no proper service of notice.⁴

17. The order on sentence, however, requires limited correction. Although no submissions were advanced on the legality of the direction awarding compensation under Section 357(3) CrPC, the Court is, nevertheless, required to examine the legality of the sentence imposed. Before passing the orders on sentence, the Trial Court heard the Petitioner and considered the circumstances urged on his behalf. It thereafter sentenced him to six months' simple imprisonment in each of the four complaints and directed him to pay compensation of INR 12 lakh, INR 14 lakh, INR 21 lakh and INR 14 lakh respectively under Section 357(3) CrPC, with a further sentence of one month's simple imprisonment in default of payment. In ***Dineshchand Surana v. UCO Bank***⁵, the Supreme Court has clarified that a Court exercising jurisdiction under Section 138 of the NI Act has no power to award compensation under Section 357(3) CrPC. The power to impose a fine flows from Section 138 of the NI Act, while compensation may be directed under Section 357(1) CrPC out of the fine so imposed. The two operate in distinct stages: the Court must first determine and impose the fine and may thereafter direct that the whole or part of the amount realised from the fine to be paid to the complainant as compensation.

18. The defect can be corrected in revision. Section 442(1) BNSS enables this Court to exercise the powers of an appellate court under Section 427. Section 427(b)(iii) permits alteration of the nature or extent, or the nature

⁴ ***C.C. Alavi Haji v. Palapetty Muhammed*** (2007) 6 SCC 555.

⁵ 2026 SCC OnLine SC 987.



and extent, of the sentence, but not so as to enhance the same. The correction must, therefore, not place the Petitioner in a worse position than the sentence imposed by the Trial Court. This principle is also consistent with *Sachin v. State of Maharashtra*⁶, wherein the Supreme Court held that, in an appeal filed by the accused against his conviction and sentence, the accused cannot be placed in a worse position by enhancing the sentence. In the absence of an appeal or revision by the State, complainant or victim seeking enhancement, this Court cannot, while exercising revisional jurisdiction at the instance of the Petitioner, enhance the sentence while maintaining the conviction.

19. The illegality can, accordingly, be cured without increasing either the monetary or custodial burden already imposed. The six months' substantive sentence imposed in each complaint does not call for interference. The directions awarding compensation under Section 357(3) CrPC are, however, set aside. In their place, the Petitioner shall pay a fine of INR 12 lakh, INR 14 lakh, INR 21 lakh and INR 14 lakh respectively in the four complaints under Section 138 of the NI Act. Upon realisation, the entire fine in each case shall be paid to the complainant as compensation under Section 357(1) CrPC. The one-month sentence of simple imprisonment in default of payment shall remain unchanged.

20. The Petitioner submits that he remained in custody from 19th August, 2023 to 13th August, 2024 and contends that he has thereby undergone the substantive sentence. The period of custody has no bearing on the validity of the convictions. Whether the period undergone satisfies, wholly or partly, the sentences imposed in these connected cases depends upon the custody

⁶ (2025) 9 SCC 507.



and execution record. It cannot be determined merely by comparing the total period of custody with the six-month sentence imposed in each complaint.

21. The executing Court is already seized of this question. By order dated 20th August, 2026, it noted that the Petitioner had spent some period in custody during the pendency of the connected appeals and directed the Jail Superintendent to verify the exact period spent in judicial custody in these connected cases before execution of the sentence. The issue should, therefore, be determined by the executing Court on the basis of that record.

22. The executing Court shall consider the report of the Jail Superintendent and determine the exact period of judicial custody undergone by the Petitioner in these connected cases before proceeding with execution of the substantive sentence. No view is expressed by this Court on the computation of the period undergone or its adjustment against the sentences in the connected cases. The modified sentence set out in paragraph 19 shall govern the monetary component of the sentence, including the one-month sentence of simple imprisonment in default of payment of the fine.

23. No perversity, material irregularity or jurisdictional error is made out in the concurrent findings of the Courts below. The judgments of conviction and the appellate judgments are, accordingly, affirmed. The revision petitions are, however, disposed of subject to the modification of sentence set out in paragraph 19 above. The question of the period of custody already undergone and its adjustment against the substantive sentences shall be determined by the executing Court in accordance with paragraphs 20 to 22.

24. One clarification is necessary in CRL.REV.P.(NI) 327/2026. The petition, its prayer and its annexures challenge the judgment in Criminal Appeal No. 260/2023 arising from CC No. 7086/2019. The same appellate



judgment and complaint are already the subject matter of CRL.REV.P.(NI) 324/2026. The record in CRL.REV.P.(NI) 327/2026 discloses no separate conviction or appellate order. The said petition shall, therefore, stand disposed of in terms of this order.

25. Accordingly, the present revision petitions, along with any pending application(s), shall stand disposed of.

SANJEEV NARULA, J

SEPTEMBER 28, 2026/hc