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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRR No. 4686 of 2015 (O/M)
Date of decision : 21.4.2016

Gurwinder Singh .... Petitioner

Versus

Mahindera and Mahindera Financial Services Ltd. .... Respondent

CORAM : HON'BLE MR. JUSTICE KULDIP SINGH

Present:- Mr. Deepak Aggarwal, Advocate, for the petitioner.

Mr. Nitin Thatai, Advocate, for respondent.

1. Whether the Reporters of local newspaper may be allowed to see the judgment ?
2. To be referred to the Reporter or not.
3. Whether the judgment should be reported in the digest ?

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KULDIP SINGH J. (ORAL)

Impugned in the present revision is the judgment dated 7.11.2015, passed by the learned Additional Sessions Judge, Bathinda, upholding the judgment of conviction and order of sentence dated 8.9.2014, passed by the learned Judicial Magistrate 1st Class, Bathinda, convicting the accused for commission of offence punishable under Section 138 of the Negotiable Instruments Act, 1881. However, the sentence of 1 ½ years rigorous imprisonment, awarded to the petitioner by the lower Court, was reduced to one year rigorous imprisonment by the first appellate Court.

I have heard the learned counsel for the parties and have also carefully gone through the file. The trial Court file also perused.

The plea of the learned counsel for the petitioner is that Gaurav Vinocha is legal executive and power of attorney holder on behalf of complainant-bank. The complainant did not know who had advanced the loan and who had received the cheques. However, at the same time, it is not denied that the accused had taken the loan from said Mahindera and Mahindera Financial Services Limited and had issued the cheques by way of security, which means that the company was authorized to fill in the cheques. It is also pleaded that the entire loan amount has been paid. However, the accused is unable to produce any receipt to show repayment of loan. The company is authorized to fill in the amount of the installment of loan in the cheque and claim the same. The legal debt was there, for which the cheques were issued. There are no cogent grounds to interfere in the findings of conviction. So far as the sentence is concerned, the accused has failed to prove that he has paid the loan amount. The loan was taken for purchase of a tractor. The tractor is with the accused. Therefore, he is enjoying the fruits of his illegal acts and not repaying the loan. As such, there is no ground to interfere in the sentence. Hence, the present revision is dismissed.

(KULDIP SINGH)
JUDGE

21.4.2016
sjks