

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH.**

**Crl. Revision No.25 of 2017 (O&M)
Date of Decision: May 18, 2017**

Jhural Singh

.....PETITIONER(s).

VERSUS

State of Punjab and another

....RESPONDENT(s).

CORAM:- HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. Bhanu Pratap Singh, Advocate
for the petitioner (s).

Mr. Jashanpreet Singh, A.A.G., Punjab.

Mr. Arnav Sood, Advocate
for respondent No.2.

SURINDER GUPTA, J.

This revision petition has been filed by petitioner Jhural Singh against the judgment dated 06.1.2016 passed by Sessions Judge, Hoshiarpur, whereby appeal of the petitioner against the judgment of the trial Court convicting him for the offence punishable under Section 138 of Negotiable Instruments Act and awarding him rigorous imprisonment for a period of one year and to pay a fine of ₹5000/- (in default of payment of fine to further undergo rigorous imprisonment for one month), was dismissed.

As per the case of complainant-respondent, petitioner represented himself as a travel agent and entered into a deal with complainant-respondent to send him Canada on charging of ₹18 lakh.

However, he failed to send the complainant to Canada and also did not return the sum of ₹18 lakh received by him. The matter was reported to Senior Superintendent of Police, Hoshiarpur where a settlement took place and the petitioner agreed to pay ₹18 lakh in installment. In discharge of his liability he issued a cheque of ₹5 lakh bearing No.670124 dated 16.03.2012 which on presentation to the bank was dishonoured for want of sufficient funds. The petitioner did not deny the cheque or his signature on it but pleaded his false implication. On scrutiny of evidence, trial Court as well as Appellate Court held that the petitioner had issued the cheque in favour of respondent in discharge of his liability, which was not honoured by the bank for want of sufficient funds and it is sufficient for proving the charge under Section 138 of Negotiable Instruments Act.

Learned counsel for the petitioner has argued that the entire case of the petitioner is based on an agreement dated 17.11.2010 which was proved on file as Ex.C8. In fact, this agreement was executed by petitioner under police pressure. He has further argued that the complainant could not prove his source of income, means and capacity to pay amount of ₹18 lakh. Complainant, in fact, had a deal with Mohan Singh, who had gone abroad and petitioner being an introducer of Mohan Singh with complainant, has been falsely implicated.

On giving a careful thought to the submission of learned counsel for the petitioner, I find no reason to arrive a conclusion that the findings recorded by the Courts below are either perverse or suffer from any legal or factual infirmity. Admittedly, the cheque in question is bearing the signature of petitioner. Plea of the petitioner that the compromise dated

17.11.2010 was under police pressure, has no bearing on this case as the cheque was issued on 16.03.2012 i.e. about 15 months after the said agreement. It is nowhere case set up by the petitioner that he had issued post dated cheque or a blank cheque. The role of Mohan Singh in the issuance of cheque is nowhere disclosed. In case, complainant had dealt with Mohan Singh, there was no reason for the petitioner to issue the cheque from his account. Both the Courts below have discussed the issue raised by the petitioner that the complainant-respondent had failed to prove the source of payment of ₹18 lakh to the petitioner. It was observed that respondent-complainant and his father are agriculturist and owns 30 killas of land and had enough source to pay 18 lakh.

The submission made by counsel for the petitioner makes out no reason for interference with the well-reasoned judgments recorded by the courts below. This petition has no merits.

Dismissed.

May 18, 2017
Sachin M.

(SURINDER GUPTA)
JUDGE

Whether speaking/reasoned:

Yes/No

Whether Reportable:

Yes/No