

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-A-1741-MA-2018(O&M)

Date of decision: 10.12.2019

Lakhwinder Singh

.....Appellant

Versus

Urinder Kumar

.....Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present:- Mr.Satbir Gill, Advocate for the appellant

Mr. Tarun Sharma, Advocate for

Mr. P.S.Jammu, Advocate for respondent

ANIL KSHETARPAL, J. (ORAL)

Leave to appeal has been sought against judgment of acquittal passed by learned Judicial Magistrate First Class while dismissing the complaint under Section 138 of the Negotiable Instruments Act, 1881, filed on dishonour of the cheque No.879007 dated 1.10.2015, which on presentation for encashment was dishonoured.

Learned Judicial Magistrate on appreciation of evidence has found that appellant has failed to prove the alleged loan given to the accused. Appellant has further failed to prove that for the repayment of the aforesaid loan, the cheque in question was issued.

On the other hand, the defence has proved on preponderance of probabilities that the blank signed cheque was a security cheque given to Jhumba Finance Company owned by Jaswinder Maan and Sushil Khera. It has come in evidence that appellant and Sushil Khera are friends. Sushil

Khera has not been examined in evidence. There is no document to prove

that the loan of Rs.2,20,000/- was paid to the respondent. Appellant has failed to prove that appellant and respondent are friends.

Learned Judicial Magistrate on appreciation of evidence has drawn a probable conclusion which is not shown to be suffering from substantive error or perversity. Hence, no ground to grant leave to appeal is made out.

Dismissed.

10.12. 2019

rekha

Whether speaking/reasoned

Whether Reportable

(ANIL KSHETARPAL)

JUDGE

Yes / No

Yes / No