

IN THE HIGH COURT OF PUNJAB & HARYANA  
AT CHANDIGARH

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Reserved on: 04/04/2022  
Pronounced on: 20/04/2022

CRM-M-14036-2022 (O&M)

M/S RICHI RICH AGRO FOODS PVT. LTD. AND ANR  
....Petitioners  
Versus

M/S SARDHA RAM JAI BHAGWAN  
...Respondent

CRM-M-14050-2022 (O&M)

M/S RICHI RICH AGRO FOODS PVT LTD AND ANR  
....Petitioners  
Versus

M/S SURESH KUMAR SATPAL  
...Respondent

CRM-M-14072-2022 (O&M)

M/S RICHI RICH AGRO FOODS PVT LTD AND ANR  
....Petitioners  
Versus

M/S BHAGWAN DASS THAKKAR AND SONS  
...Respondent

CRM-M-14074-2022 (O&M)

M/S RICHI RICH AGRO FOODS PVT LTD AND ANR  
....Petitioners  
Versus

M/S RAM KUMAR ANIL KUMAR  
...Respondent

CORAM: HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

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

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VINOD S. BHARDWAJ. J.

1. This common judgment shall dispose off the above mentioned four petitions filed on behalf of petitioners against the respondents as the petitioners are aggrieved by the order dated 09.03.2022 (Annexure P-5) passed in respective complaints on an application moved by the petitioners for seeking permission to compare the writing over the cheque having been used in a different ink than the ink in which the signatures had been appended. Details of each case are given as under:-

| Case             | Complaint No.        | Cheque No.                                        | Amount                          |
|------------------|----------------------|---------------------------------------------------|---------------------------------|
| CRM-M-14036-2022 | 198 dated 19.09.2016 | 507472 dated 15.06.2016                           | Rs. 3,96,504/-                  |
| CRM-14050-2022   | 136 dated 20.10.2016 | 507485 dated 15.06.2016 & 507486 dated 15.07.2016 | Rs. 7,00,000/- & Rs. 6,29,511/- |
| CRM-14072-2022   | 189 dated 02.09.2016 | 507434 dated 15.06.2015 & 507435 dated 15.07.2016 | Rs.5,00,000/- & Rs. 5,16,660/-  |
| CRM-M-14074-2022 | 175 dated 19.08.2016 | 507462 dated 15.05.2016                           | Rs. 5,67,432/-                  |

2. Before proceeding further into the matter, the facts in brief as are necessary to refer to for appreciating the controversy involved in the present petitions are that respondent-complainant, being a sole proprietorship concern had instituted the complaint under Section 138 of the Negotiable Instruments Act, 1881. The respondent-complainant claims to be running a business of commission agent at New Grain Market Indri, District Karnal and had been dealing in the business of rice. It used to purchase paddy from various grain

markets and had supplied the same to the petitioner-accused company. The respective cheques had been issued towards discharge of the outstanding dues on account of supply of paddy to the petitioner-accused company. Upon presentation of the said cheques, the same were dishonoured vide return memo with remarks “funds insufficient”. Upon failure on the part of the petitioners-accused to repay the amount upon receipt of the legal notice, the complaints in question were instituted. An application was submitted by the petitioners-accused for seeking permission to compare writing on the cheque with the writing of the complainant-respondent and his son. Upon consideration of the said application and arguments advanced by the respective parties, the Judicial Magistrate First Class, Indri dismissed the said application. Aggrieved thereof, the instant batch of petitions has been filed.

3. Learned counsel for the petitioners has argued that the blank signed cheques of the petitioners have been misused by the respondent-complainant by filling in denomination in the body of the cheque in his own writing and at the hands of his own agents and that the same being a fraudulent transaction, it is essential and integral for the petitioners to establish their innocence and that a handwriting expert be examined to prove the said stand. He further argued that denial of such an opportunity to the petitioners shall occasion failure of justice and shall deny an opportunity of fair trial to the petitioners.

4. I have heard the arguments advanced by the learned counsel for the petitioners and have also gone through the petitions as well as documents appended along with the same.

5. I do not find myself in agreement with the submissions advanced by

the learned counsel appearing for the petitioners for the reasons deliberated hereinbelow.

6. Section 20 of the Negotiable Instruments Act, 1881 would need a reference in order to appreciate the said controversy. The same is extracted as under:-

*20. Inchoate stamped instruments.—*

*Where one person signs and delivers to another a paper stamped in accordance with the law relating to negotiable instruments then in force in, and either wholly blank or having written thereon an incomplete negotiable instrument, he thereby gives prima facie authority to the holder thereof to make or complete, as the case may be, upon it a negotiable instrument, for any amount specified therein and not exceeding the amount covered by the stamp. The person so signing shall be liable upon such instrument, in the capacity in which he signed the same, to any holder in due course for such amount; provided that no person other than a holder in due course shall recover from the person delivering the instrument anything in excess of the amount intended by him to be paid thereunder.*

7. A perusal of Section 20 of the Negotiable Instruments Act, 1881 clearly shows that when a wholly blank or incomplete negotiable instrument is handed over to a person, the drawer thereby gives a *prima facie* authority to the holder thereof to make or complete a negotiable instrument for any amount specified therein. It is thus evident from a perusal of Section 20 of the Negotiable Instruments Act, 1881 that an instrument, signature whereupon is not denied, does not become void merely because of the same having been filled-up by a

different ink or different handwriting.

8. The same would now lead to the next question as to whether the case of the petitioners shall be severely prejudiced on account of failure on the part of the petitioners to lead evidence of a handwriting expert.

9. The defence set up by the petitioners is that he had not filled in the cheque, however, assuming it to be so, the same would not in any manner impact the case projected by the complainant. It is evident from a perusal of the complaint that it is not the case set up by the respondent-complainant that the cheque in question had been filled in by the petitioners-accused and then handed over. Further, in the application moved by the petitioners for seeking permission to compare handwriting, it is not the allegation of the petitioners that there is any interpolation in the cheque and that the changes in the body of the cheque have been carried out without any authorisation of the petitioners-accused. It is rather the specific case of the petitioners themselves even in the said application that the blank signed cheques have been misused. Hence, the petitioner No.2 himself claims to have not filled in the body of the cheque and it was blank and signed. The said fact is not denied by the respondent-complainant and it is not the affirmative case of the complainant that the petitioner No.2 had given duly filled cheque, in his own handwriting, which may require any evidence to contradict.

10. In the wake of the specific plea of the petitioners that the blank signed cheque had been handed over to the respondent-complainant and in the absence of any claim by the respondent-complainant that a duly filled cheque, complete in all particulars, had been handed over by the accused, a mere examination of a handwriting expert to prove a fact not pleaded or claimed by the

complainant is not likely to advance any interest of justice. The same is only likely to delay the final adjudication of the trial. Further, the trial Court has duly discussed the said aspects and also the contentions raised by the petitioners.

11. I find there is no illegality or perversity or miscarriage of justice occasioned by the said order. The present petitions have been most likely filed with the object of delaying the proceedings before the Trial Court.

The petitions being devoid of any merit, are accordingly dismissed.

(VINOD S. BHARDWAJ)  
JUDGE

April 20, 2022  
S.Sharma(syr)

|                           |   |        |
|---------------------------|---|--------|
| Whether speaking/reasoned | : | Yes/No |
| Whether reportable        | : | Yes/No |