

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

CRM-A-1496-MA-2016

Reserved on: 13.02.2024

Pronounced on: 15.02.2024

2024:PHHC: 021463

HARJIT SINGH

. . . . PETITIONER

Vs.

PARAMJIT SINGH

. . . . RESPONDENT

CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA

Present: - Mr. Sandeep Arora, Advocate,
for the appellant.

None for the respondent.

DEEPAK GUPTA, J.

In criminal complaint No. NACT/76/2015, filed by the complainant-Harjit Singh (*appellant herein*), accused Paramjit Singh (*respondent herein*) was tried by the Court of Id. JMIC, Jalandhar for offence under Section 138 of the Negotiable Instruments Act, 1881 [for short 'the NI Act']. Vide judgment of the Id. JMIC dated 02.06.2016, the respondent has been acquitted of the charge, against which the complainant of the case has filed this appeal.

2. Perusal of the trial Court record would reveal that pleaded case of the complainant was that in order to discharge his partial financial liability of ₹5 lakh, taken from complainant for his business needs, through RTGS, in September 2012, accused had issued a cheque dated 10.08.2014 for ₹1,50,000/- drawn on Oriental Bank of Commerce, Jalandhar, which on presentation was dishonoured on account of 'insufficient funds' vide memo dated 10.11.2014. Statutory legal notice dated 08.12.2014 was served upon

the accused, but to no effect, which compelled the complainant to file the complaint.

3. After recording preliminary evidence, accused was summoned and on his appearance, notice of accusation was served upon him under Section 138 of the NI Act, to which he (accused - respondent) pleaded not guilty and claimed trial.

4. Evidence produced by the complainant was taken on record. Statement of the accused under Section 313 CrPC was recorded. Accused preferred not to lead any evidence in defence. After hearing both the sides, the judgment of acquittal was recorded.

5. It is contended by ld. counsel that as per the legal position, once the signature on the cheque was admitted, even if it is a blank cheque, the accused is supposed to understand the consequences thereof and that there is presumption in favour of the complainant under Section 139 of the NI Act and that it is for the accused to rebut the presumption, which in the present case, he failed to do so.

6. Notice of motion was issued and respondent was duly served as per law, but nobody put in appearance on his behalf.

7. Submissions made by the counsel for the appellant have been considered and record has been perused.

8. It is revealed that amount of ₹5 lakh as contended by the complainant to have been lent to the accused by way of RTGS on 07.09.2012, was in fact transferred in the account of the M/s Nancy Overseas, which fact emerged in the documentary evidence produced by CW2 Ashish Kumar, Manager of the Bank. It is further revealed on perusal of the evidence on record and as noticed by the trial Court that during his

cross-examination, complainant admitted to have received ₹1.5 lakh two months prior to the cheque in question and so, the defence pleaded by the accused was quite probable that a security cheque had been taken by the complainant. Complainant also admitted during his cross-examination that he did not mention the fact of having received the amount of ₹1.5 lakh either in the legal notice sent to the accused or in the complaint filed before the Court. Similarly, he did not even mention that amount of ₹5 lakh through RTGS was transferred in the account of M/s Nancy Overseas and was not given to the accused in his personal capacity.

9. In view of the aforesaid facts and circumstances, this Court finds that trial Court did not commit any error in recording the acquittal of the accused-respondent.

10. Finding no merit in the present appeal, the same is hereby dismissed.

15.02.2024

Vivek

(DEEPAK GUPTA)
JUDGE

1. Whether speaking/reasoned?	Yes
2. Whether reportable?	No