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Crl.R.C.Nos.251, 252 & 253 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.02.2025

CORAM:

THE HON'BLE Mr. JUSTICE P.VELMURUGAN

Criminal Revision Case Nos.251, 252 & 253 of 2025

and

Crl.M.P.Nos.2102, 2103 & 2104 of 2025

P.Raju

S/o.M.K.Prabhakaran

... Petitioner  
in all Crl.RCs

..VS..

Srinivasan

S/o.Parthasarathy

... Respondent  
in all Crl.RCs

Criminal Revision Case No.251 of 2025 filed under Section 438 read with 442 of BNSS, praying to call for the records relating to the impugned order dated 27.12.2024 made in Crl.M.P.No.73572 of 2024 in S.T.C.No.4869 of 2022 by the learned Metropolitan Magistrate - Fast Track Court No.1, Allikulam, Egmore, Chennai and set aside the same.

Criminal Revision Case No.252 of 2025 filed under Section 438 read with 442 of BNSS, praying to call for the records relating to the impugned order dated 27.12.2024 made in Crl.M.P.No.73568 of 2024 in



Crl.R.C.Nos.251, 252 & 253 of 2025

S.T.C.No.4867 of 2022 by the learned Metropolitan Magistrate - Fast Track Court No.1, Allikulam, Egmore, Chennai and set aside the same.

Criminal Revision Case No.253 of 2025 filed under Section 438 read with 442 of BNSS, praying to call for the records relating to the impugned order dated 27.12.2024 made in Crl.M.P.No.73573 of 2024 in S.T.C.No.4864 of 2022 by the learned Metropolitan Magistrate - Fast Track Court No.1, Allikulam, Egmore, Chennai and set aside the same.

For Petitioner in all Crl.RCs. : Mr.M.Pandiappan

### **COMMON ORDER**

Since no adverse orders have been passed by this Court, these revision petitions are taken up today for final disposal at the admission stage itself, without issuing any notice to the respondent.

2. The Criminal Revision Petitions are filed to set aside the impugned order dated 27.12.2024 made in Crl.M.P.Nos.73572 of 2024 in S.T.C.No.4869 of 2022, Crl.M.P.No.73568 of 2024 in S.T.C.No.4867 of 2022 and Crl.M.P.No.73573 of 2024 in S.T.C.No.4864 of 2022 by the



CrI.R.C.Nos.251, 252 & 253 of 2025

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learned Metropolitan Magistrate - Fast Track Court No.1, Allikulam, Egmore, Chennai.

3. The complaints under Section 138 of the Negotiable Instruments Act [hereinafter referred to as 'N.I.Act'] were instituted before the learned Metropolitan Magistrate - Fast Track Court No.1, Allikulam, Egmore, Chennai, by the respondent-complainant alleging that the petitioner-accused issued cheques bearing Nos.000559, 000560 and 000156 for Rs.3,00,00,000/-, Rs.3,00,00,000 and Rs.25,00,000/-, dated 20.12.2021, 20.12.2021 and 18.12.2021, respectively drawn on Karur Vysya Bank, Mugappair Branch, to partly discharge his liability, as per the Memorandum of Understanding entered into between the parties.

4. The case of the respondent-complainant is that, in the course of business, he tendered hand loans to the petitioner-accused for the purpose of purchasing properties and the same accumulated to a sum of Rs.6 Crores. While that being so, a sale agreement dated 21.11.2012 was entered into between the petitioner-accused and respondent-complainant



CrI.R.C.Nos.251, 252 & 253 of 2025

with respect to the properties situated at S.Nos.127/10D, 127/16 Part and 127/15B part, in all, an extent of 1 acre 49 ½ cents situated at Maduravoyal Village, Thiruvallur District and by virtue of the agreement dated 18.03.2020, the petitioner handed over the possession of the said properties to the respondent and after repayment of aforesaid loan amount of Rs.6 Crores, it was agreed that the respondent has to hand over the possession of the properties back to the petitioner. Further, the petitioner-accused also agreed to pay the said amount within a period of 11 months from the date of execution of agreement and also agreed to pay a sum of Rs.1 Crore as interest/damages for the said loan amount. In lieu of the said undertaking, the petitioner-accused issued cheques bearing Nos.000559, 000560 and 000156 for Rs.3,00,00,000/-, Rs.3,00,00,000 and Rs.25,00,000/- dated 20.12.2021, 20.12.2021 and 18.12.2021, respectively, drawn on Karur Vysya Bank, Mugappair Branch to partly discharge his liability. When the respondent-complainant presented the cheques for collection, the same were returned with endorsement "Account Closed", "Account Closed" and "Funds Insufficient" on 21.12.2021, 21.12.2021 and 20.12.2021,



Ctrl.R.C.Nos.251, 252 & 253 of 2025

respectively. Thereafter, the complainant issued statutory notice dated 08.02.2022 to the petitioner and the petitioner sent a reply notice dated 20.02.2022, but did not come forward to settle the amount and therefore, complaints were filed under Sections 138 and 141 of N.I.Act against the petitioner in S.T.C.Nos.4869, 4867 and 4864 of 2022, before the learned Metropolitan Magistrate - Fast Track Court No.1, Allikulam, Egmore, Chennai.

5. Learned counsel for the petitioner submitted that the petitioner never received the alleged huge amount of Rs.6 Crores from the respondent and the petitioner also never executed any agreement with the respondent. He further submitted that the respondent-complainant agreed to purchase the aforesaid properties and paid a sum of Rs.1,20,00,000/- as advance, but he failed to pay the balance consideration and got the transaction concluded and the petitioner had repaid a sum of Rs.80,00,000/- by cash as well as by cheques on different dates to the respondent and also the petitioner issued cheques for the remaining sum of Rs.40,00,000/-. Subsequently, the petitioner settled the



Crl.R.C.Nos.251, 252 & 253 of 2025

entire balance amount to the respondent, but he evaded return of the cheques and other documents and filed a false case against the petitioner. He further submitted that the petitioner never issued any cheques for any legally enforceable debt and he has issued the cheques only for security purpose.

6. Learned counsel for the petitioner further submitted that since the respondent filed the complaints against the petitioner only based on the agreements dated 21.11.2012 (Ex.P1) and 18.03.2020 (Ex.P2) and claiming that the petitioner is liable to pay Rs.7 Crores, but the said agreements are forged and fabricated documents. As the said documents i.e., Ex.P1 and Ex.P2 are vital documents, the petitioner filed petitions under Section 45 of the Indian Evidence Act in Crl.M.P.Nos.73572, 73568 and 73573 of 2024 in S.T.C.Nos.4869, 4867 and 4864 of 2022, praying to send the said documents for comparing the signatures found on those documents, with that of the signature found in the cheque (Ex.P.3) in order to get expert opinion, but the trial Court dismissed the said petitions by the impugned dated 27.12.2024. Hence the present petitions have been filed.



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Crl.R.C.Nos.251, 252 & 253 of 2025



Crl.R.C.Nos.251, 252 & 253 of 2025

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7. Heard the learned counsel for the petitioner and perused the materials available on record.

8. On a reading the entire materials available on record, it is seen that the petitioner-accused had not denied the signature in the cheques in question and also the execution of the cheques. However, the main contention of the learned counsel for the petitioner is that the petitioner issued the cheques only for security purpose and there is no legally enforceable debt. His further contention is that the petitioner never executed the alleged agreements dated 21.11.2012 (Ex.P1) and 18.03.2020 (Ex.P2) and hence, the said documents are vital documents and it requires expert opinion.

9. It is settled proposition of law that when once the execution of cheques is admitted, Section 139 of N.I.Act mandates presumption that the cheques were issued for discharge of the legally enforceable debt or other liability. No doubt, the presumption under Section 139 of N.I.Act is a rebuttable presumption and the onus is on the accused to raise the probable defence, wherein, existence of a legally enforceable debt or



Crl.R.C.Nos.251, 252 & 253 of 2025

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liability can be contested. The standard of proof for rebutting the presumption is not as that of the complainant.

10. In the present case, the petitioner admitted that he executed the cheques in question to the complainant towards security purpose and not to discharge his liabilities. Since the petitioner admitted the execution of the cheques in question, it is for him to rebut the presumption that the cheques have not been issued for legally enforceable debt.

11. Further, the case in S.T.C.Nos.4869, 4867 and 4864 of 2022 are pending for more than two years and both sides' oral evidence was adduced and documentary evidence was also marked. Even after sufficient opportunities having been given, the petitioner ought to have taken steps to disprove the cheques in question, instead of that, after two years, he has filed the petitions under Section 45 of the Indian Evidence Act to send the vital documents for comparison of signatures. The trial Court rightly came to conclusion that the documents which are disputed



Crl.R.C.Nos.251, 252 & 253 of 2025

by the petitioner, are not vital documents to decide the complaint under Section 138 of N.I.Act and dismissed those petitions.

12. In cases under Section 138 of N.I.Act, soon after receipt of notice, the accused has to repay the amount or send a suitable reply. In the present case, despite the fact that the petitioner had not taken any steps soon after receipt of summons, the petitioner was well aware of the facts in the notice stage itself. Hence, this Court finds that the petitioner has not approached this Court with clean hands.

13. In view of the above, there are no merits in these revisions and the same are liable to be dismissed. Accordingly, these Criminal Revision Petitions are dismissed. Consequently, connected miscellaneous petitions are closed.

**06.02.2025**

Index: Yes/No  
Speaking Order/Non Speaking Order  
Neutral Citation Case : Yes/No  
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CrI.R.C.Nos.251, 252 & 253 of 2025

To  
The Metropolitan Magistrate,  
Fast Track Court No.1,  
Allikulam, Egmore,  
Chennai.