



Crl.Appeal Nos.9 and 10 of 2021 & Crl.OP No. 1060 of 2021 in Crl.A. SR No. 36698 of 2020

IN THE HIGH Court OF JUDICATURE AT MADRAS

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Dated : 02.06.2025

CORAM:

THE HON'BLE MR. JUSTICE SATHI KUMAR SUKUMARA_KURUP

Criminal Appeal Nos. 9 and 10 of 2021

Criminal Original Petition No. 1060 of 2021

in

Criminal Appeal SR No. 36698 of 2020

Criminal Appeal No. 9 of 2021

Thiruchandran

.. Appellant

Versus

Punithavalli

.. Respondent

Criminal Appeal No. 10 of 2021

Loganathan

.. Appellant

Versus

Kumaravel

.. Respondent

Criminal Original Petition No. 1060 of 2021

in

Criminal Appeal. SR.No. 36698 of 2020

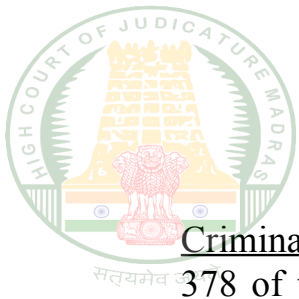
M. Gokulakannan

..Appellant

Versus

Punithavalli

...Respondent



Crl.Appeal Nos.9 and 10 of 2021 & Crl.OP No. 1060 of 2021 in Crl.A. SR No. 36698 of 2020

Criminal Appeal Nos. 9 and 10 of 2021: Criminal Appeals filed under Section 378 of the Criminal Procedure Code, praying to call for the records and set aside the Judgment dated 29.09.2020 made in Crl.A.Nos.1 and 2 of 2020 on the file of the learned Additional District and Sessions Judge, Dharmapuri, reversing the Judgment of the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri made in C.C. Nos. 59 and 60 of 2016 dated 07.01.2020 respectively.

Criminal Original Petition No. 1060 of 2021: Criminal Original Petition filed under Section 378 (4) of the Code of Criminal Procedure, praying to grant leave to file an appeal challenging the judgment made in Criminal Appeal No.3 of 2020 dated 29.09.2020 pending on the file of the learned Additional District and Sessions Judge, Dharmapuri.

In both Criminal Appeals:

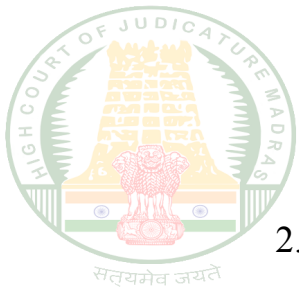
For Appellants : Mr. N. Umapathi
For Respondents : Mr. A.V. Arun

Criminal Original Petition No. 1060 of 2021

For Petitioner : Mr. N. Umapathi
For Respondent : Mr. A.V. Arun

COMMON JUDGMENT

The Criminal Appeal Nos. 9 and 10 of 2021 have been filed questioning the correctness and/or validity of the Judgment dated 29.09.2020 made in Crl.A. Nos. 1 and 2 of 2020 on the file of learned Additional District and Sessions Judge, Dharmapuri reversing the Judgment dated 07.01.2020 passed by the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri in C.C. Nos.59 and 60 of 2016 respectively.

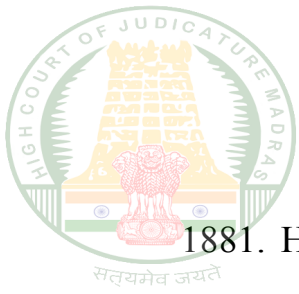


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2. The background facts which led to the filing of the Criminal

Appeal Nos. 9 are as follows:-

2.1. The Complainant-Thiruchandran is doing real estate business. He knows Mr. Kumaravel, husband of the Accused Punithavalli for about five years. It was stated that on 15.10.2015, on the request made by the Accused, the Complainant paid a sum of Rs.9,00,000/- and on receipt of the same the Accused promised to repay the said amount within three months. However, the Accused failed to repay the amount within the time and therefore the Complainant made demands for repayment. After repeated request made by the Complainant, the Accused issued a cheque dated 18.01.2016 bearing No.483590 drawn on South Indian Bank for Rs.9,00,000/-. The Accused gave an assurance that the cheque will be honoured if presented. Believing the assurance of the Accused, the Complainant presented the cheque in his account maintained with Lakshmi Vilas Bank, Dharmapuri Branch for collection but the cheque was returned on 20.01.2016 with an endorsement “Insufficient Funds”. According to the Complainant, the Accused intentionally issued the cheque without having sufficient amount in her account. The Complainant therefore issued a legal notice to the Accused on 02.02.2016 calling upon her to pay the cheque amount within fifteen days, failing which, a private complaint will be lodged as per Section 138 of the Negotiable Instruments Act,



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1881. However, the Accused sent a reply dated 05.02.2016 containing false and untenable averments. Therefore, the Complainant has filed the private complaint under Section 200 of the Code of Criminal Procedure to punish the Accused for having committed the offence under Section 138 of The Negotiable Instruments Act.

2.2. The sworn statement of the Complainant was recorded and the documents filed along with the complaint was perused. Since the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri, had on perusal of the sworn statement and the records produced along with the complaint found that a *prima facie* case is made out, cognizance of the complaint was taken for punishing the Accused for the offence under Section 138 of the Negotiable Instruments Act, taken the private complaint on file as STC.No. 265 of 2016. On constitution Fast Track Court to deal with Negotiable Instruments Act, at Dharmapuri, the case pending on the file of the learned Judicial Magistrate No.I, Dharmapuri as STC.No. 265 of 2016 was withdrawn and transferred to the file of the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri, and re-numbered as C.C.No. 60 of 2016. Thereafter, summons were issued to the Accused along with copies of the complaint under Section 204 of CrPC., On receipt of the summons and



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copies of the complaint, the Accused appeared before the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri. On questioning, the Accused denied the charge under Section 138 of the Negotiable Instruments Act. Therefore, trial commenced during which, the Complainant examined himself as P.W-1 and four documents were marked as Ex.P-1 to Ex.P-4. Ex.P-1 is the cheque dated 18.01.2016 issued by the Accused drawn on South Indian Bank, Dharmapuri Branch. Ex.P-2 is the return memo dated 20.01.2016. Ex.P-3 is the legal notice dated 02.02.2016 and Ex.P-4 is the returned postal cover dated 05.02.2016. On conclusion of the evidence of the Complainant, the incriminating evidence appearing against the Accused were put to her and she was questioned under Section 313 (f)(b) of CrPC. The Accused denied the incriminating the evidence against her. The Accused thereafter examined herself as D.W-1 and marked as Ex.D-1 to Ex.D-13. Ex.D-1 is the agency certificate in the name of the Accused and her husband dated 28.09.2012. Ex.D-2 is the pharmaceutical certificate of the husband dated 28.09.2012. Ex.D-3 is the advance booking post receipt in the name of the Accused dated 22.11.2015. Ex.D-4 is the hotel receipt in the name of the Accused dated 24.11.2015. Ex.D-5 is the hotel receipt in the name of the Accused dated 25.11.2015. Ex.D-6 is the advance booking receipt dated 08.12.2015. Ex.D-7 is the hotel receipt dated 08.12.2015. Ex. D-8 and Ex.D-9



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are the advance booking receipts dated 13.12.2015. Ex.D-10 is the hotel receipt dated 30.12.2015. Ex.D-11 is the email copy dated 19.11.2015. Ex.D-12 is the email copy dated 28.11.2015 and Ex.D-13 is the sale deed dated 19.11.2015. The evidence of the defence was closed as D.W-1. After hearing the arguments on behalf of the Complainant and the Accused, the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri, by judgment dated 07.01.2020 in C.C.No. 60 of 2016 convicted the Accused and sentenced her to undergo one year simple imprisonment (SI) and to pay the cheque amount of Rs.9,00,000/- as compensation to the Complainant in default of payment of the compensation amount, to undergo one month simple imprisonment (SI).

2.3. Aggrieved by the Judgment of conviction dated 07.01.2020 passed in C.C. No. 60 of 2016, the Accused had preferred Criminal Appeal No. 2 of 2020 after before the learned Principal District and Sessions Judge and it was transferred to the Court of learned Additional District and Sessions Judge, Dharmapuri. The learned Additional District and Sessions Judge on re-appreciation of the evidence allowed the Appeal by judgment dated 29.09.2020 in Crl.A.No. 2 of 2022 and set aside the judgment of conviction recorded by the learned Judicial Magistrate, Fast Track Court (Magisterial



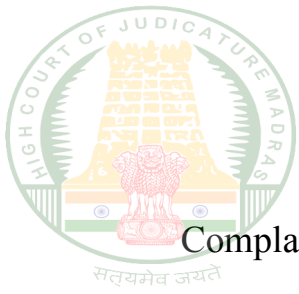
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Level), Dharmapuri, and thereby acquitted the Accused. Aggrieved by the

Judgment dated 29.09.2020 passed in Criminal Appeal No.2 of 2020, the defacto Complainant has come up with the present Criminal Appeal No. 9 of 2020.

3. The facts that govern the filing of the Crl.A.No.10 of 2021 are as follows:-

3.1. The Complainant - Loganathan is doing real estate business and he is known to the Accused Kumaravel and his wife Punithavalli for the past five years. It was stated that the Accused borrowed a sum of Rs.4,00,000/- from the Complainant and promised to repay the said amount within two months. However, the Accused failed to honour his commitment and did not pay the amount within the stipulated time. After repeated request made by the Complainant, the Accused issued cheque dated 24.11.2015 bearing Cheque No. 483577 drawn on South Indian Bank for a sum of Rs.4,00,000/-. The Accused gave an assurance that if the cheque is presented it will be honoured without fail. Believing the assurance of the Accused the Complainant presented the cheque in his account on 27.11.2015 maintained with Karur Vysya Bank, Dharmapuri, for collection but the cheque was returned on 30.11.2015 with an endorsement “ Insufficient Funds”. When the



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Complainant informed the Accused about the dishonour the cheque, he insisted the Complainant to present the cheque for collection again.

Accordingly, on 29.01.2016, the Complainant presented the cheque for collection but once again it was returned with an endorsement “insufficient funds” on 30.01.2016. The Accused intentionally issued the cheque without having sufficient amount in his account. Therefore, the Complainant issued a legal notice dated 07.02.2016 calling upon the Accused to repay the cheque amount. The notice sent to the Accused was returned as unclaimed. Therefore, the complaint was filed before the learned Judicial Magistrate No.I, Dharmapuri.

3.2. The sworn statement of the Complainant, namely Loganathan was recorded, the documents filed along with the private complaint were perused by the learned Judicial Magistrate No.I, Dharmapuri and it was found that a prima facie case is made out from the sworn statement and the documents furnished by the Complainant. The learned Judicial Magistrate No.I, Dharmapuri therefore taken cognizance of the complaint for the offence under Section 138 of the Negotiable Instruments Act and taken the complaint on file as STC.No.266 of 2016. On constitution of the Special Court, Fast Track exclusively to deal with the cases filed under Section 138 of The Negotiable

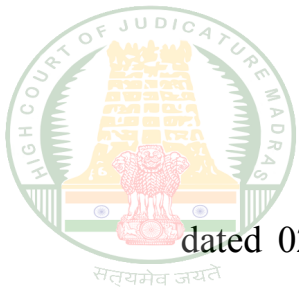


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Instruments Act cases as Fast Track Court (Magisterial Level), Dharmapuri,

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the case in STC.No. 266 of 2016 pending on the file of the learned Judicial Magistrate No.I, Dharmapuri, was withdrawn and transferred to the file of the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri, and re-numbered as C.C.No. 59 of 2016. Thereafter, summon was sent to the Accused under Section 204 of the Code of Criminal Procedure along with the copy of the complaint. On receipt of the summons, the Accused appeared before the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri. On questioning of the Accused regarding the offence under Section 138 of the Negotiable Instruments Act committed by him, the Accused denied charges under Section 138 of the Act and claimed to be tried. Therefore, the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri ordered trial. During trial, the Complainant, Loganathan was examined as P.W-1. The affidavit filed by the Complainant, Gokulakannan was treated the examination of Chief of P.W-1. In support of his contention in the affidavit filed by him as examination in Chief, the Complainant, filed five documents as Ex.P-1 to Ex.P-5. Ex.P-1 is the original cheque dated 24.11.2015 issued by the Accused drawn on the South Indian Bank bearing No. 483577. Ex.P-2 is the returned memo dated 30.11.2015. Ex.P-3 is the returned memo dated 30.01.2016. Ex.P-4 is the legal notice



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dated 02.02.2016. Ex.P-5 is the unserved returned cover dated 05.02.2016.

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Apart from the Complainant, one other witness named Kamaraj as P.W-2 was also examined on behalf of the Complainant who has corroborated the evidence of P.W-1. Thereafter, the evidence of the Complainant was closed. On closure of the evidence of Complainant the incriminating evidence appearing against the Accused was put to him and he was questioned under Section 313 (i) (b) of Code of Criminal Procedure. The Accused denied the incriminating evidence against him. The Accused examined himself as D.W-1 and marked documents Ex.D-1 to Ex.D-13. Ex.D-1 is the Agency Certificate. Ex.D-2 is the Pharmaceutical Certificate in the name of the Accused and his wife. Ex.D-3 is the registration receipt dated 22.01.2015. Ex.D-4 is the receipt dated 24.11.2015. Ex.D-5 is the registration receipt dated 25.11.2015. Ex.D-6 is the registration receipt dated 08.12.2015. Ex.D-7 is the registration receipt dated 08.12.2015. Ex.D-8 is the registration receipt dated 13.02.2015. Ex.D-9 is the registration receipt dated 13.02.2015. Ex.D-10 is the registration receipt dated 13.02.2015. Ex.D-11 is the email dated 19.11.2015 and Ex.D-12 is the email dated 28.11.2015. Ex.D-13 is the sale deed. Thereafter, the evidence of the defence was closed. After hearing the arguments on behalf of the Complainant and on behalf of the Accused the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri, on appreciation of the

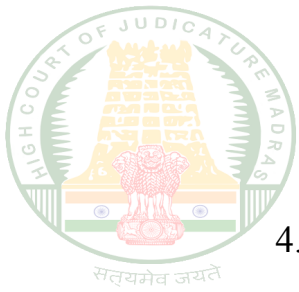


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evidence convicted the Accused by judgment dated 07.01.2020 in C.C.No. 59 of 2016 and sentenced him to undergo six months simple imprisonment for having committed the offence under Section 138 of The Negotiable Instruments Act and to pay the cheque amount of Rs.4,00,000/- as compensation, failing which to undergo one month simple imprisonment.

3.3. Aggrieved by the Judgment of conviction dated 07.01.2020 in C.C. No. 59 of 2016, the Accused preferred the appeal in Crl.A.No.1 of 2016 before the learned Principal District and Sessions Judge, Dharmapuri and it was transferred to the file of the learned Additional District and Sessions Judge, Dharmapuri. On re-appreciation of the evidence, the learned Additional District and Sessions Judge, Dharmapuri, by judgment dated 29.09.2020 passed in Crl.A.No. 1 of 2020 set aside the judgment of conviction recorded by the learned Judicial Magistrate , Fast Track Court (Magisterial Level) in C.C.No. 59 of 2016 and acquitted the Accused. Aggrieved by the same, the Complainant has preferred this appeal under Section 378 of the Code of Criminal Procedure.

4. The facts that govern the filing of the Crl.Original Petition in Crl.A. SR No. 36698 of 2020 are as follows:-



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4.1. Criminal Original Petition No. 1060 of 2021 in Criminal Appeal

WEB C SR No. 36698 of 2020 has been filed seeking leave to file an appeal challenging the Judgment made in Criminal Appeal No. 3 of 2020 dated 29.09.2020 on the file of the learned Additional District and Sessions Judge, Dharmapuri.

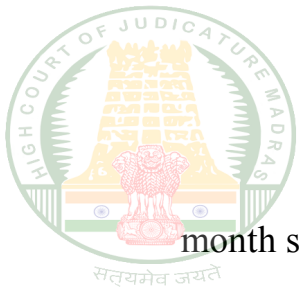
4.2. The Complainant – Gokulakannan has filed C.C. No.61 of 2016 contending that he is doing real estate business and he knew the Accused and her husband for the past five years. It was further stated that the Accused requested him to pay a sum of Rs.3,50,000/- and promised to repay it within three months. On the basis of such request, the Complainant paid the sum of Rs.3,50,000/-. However, after borrowing the amount, the Accused did not honour her commitment. Therefore, the Complainant made repeated demands upon which the Accused issued the cheque dated 23.11.2015 bearing No. 483581 drawn on South Indian Bank for Rs.3,50,000/-. When the cheque was presented for collection with the Indian Bank, Dharmapuri branch, on 27.11.2015, it was returned with an endorsement that “insufficient funds” dated 30.11.2015. When it was informed to the Accused, she requested the Complainant to present the cheque during January 2016. Accordingly, when the cheque was again presented for collection on 28.01.2016, it was once again



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returned with an endorsement “insufficient funds” on 30.01.2016. In those circumstances, the Complainant issued a legal notice on 02.02.2016 but it was returned with an endorsement “unclaimed”. Therefore, the Complainant has filed the private Complainant praying to punish the Accused for having committed the alleged offences punishable under Section 138 of The Negotiable Instruments Act.

4.3. The complaint filed by the Complainant was taken cognisance of and summons were issued to the Accused. On appearance of the Accused, she was questioned about the incriminating materials made appearing against her but she denied the same. Therefore trial commenced, during which the Complainant examined himself as P.W-1 and Ex. P-1 to Ex.P-5 were marked. After closure of the Complainant side evidence, the Accused examined one Loganathan and Kamaraj as D.W-1 and D.W-2 on her side and marked Ex. D-1 to D-13. The learned trial Judge, on appreciation of the oral and documentary evidence passed the judgment dated 07.01.2020 whereby the Accused was found guilty of the offence under Section 138 of The Negotiable Instruments Act and sentenced her to undergo simple imprisonment for a period of five months and to pay the cheque amount of Rs.3,50,000/- as compensation to the Complainant, in default to pay the compensation amount, to undergo one



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month simple imprisonment.

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4.4. Aggrieved by the Judgment dated 07.01.2020 passed in C.C. No. 61 of 2016, the Accused has filed Criminal Appeal No. 3 of 2020 before the learned Additional District and Sessions Judge, Dharmapuri. The appellate Court on re-appreciation of the entire evidence, by Judgment dated 29.09.2020 passed in Criminal Appeal No. 3 of 2020, set aside the Judgment dated 07.01.2020 passed in C.C. No.61 of 2016 and whereby allowed the Criminal Appeal.

4.6. Challenging the Judgment dated 29.09.2020 passed in Criminal Appeal No. 3 of 2020, the Complainant has filed Criminal Original Petition No. 1060 of 2021 in Criminal Appeal Sr No. 36698 of 2020 praying to grant leave to file appeal challenging the judgment dated 29.09.2020 in Criminal Appeal No. 3 of 2020.

Arguments of the Counsel for Appellants

5. The learned Counsel appearing for the Appellants in Crl.A. Nos. 9 & 10 and Criminal Original Petition No. 1060 of 2021 in Criminal Appeal SR No. 36698 of 2020 would submit that the Complainant, in order to raise an



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initial presumption, at first, issued a statutory notice to the Accused in these cases. Such notices issued by the Complainant have been returned unserved with an endorsement “unclaimed”. The Accused knew fully well that there is no sufficient funds to honour the cheques and consequently the cheques issued by the respective Accused were dishonoured. Even during the trial, the Accused was unable to state as to how the cheques in dispute came to be in possession of the Complainant. The Accused also failed to demonstrate that he/she is not liable to pay the cheque amount covered in the cheque. Except bald denial, the Accused has not projected any specific denial to rebut the initial presumption raised on behalf of the Complainant.

6. As per the submission of the learned Counsel for the Appellant, the judgment of the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri, is a well reasoned judgment which was erroneously reversed by the learned Additional District and Sessions Judge, Dharmapuri. Attacking the judgment of the learned Additional District and Sessions Judge, Dharmapuri, the learned Counsel for the Appellant relied on the following judgments in support of his submission:-

1. (2018) 8 SCC 469 in the case of T.P. Murugan v. Bojan
2. (2019) 18 SCC 106 in the case of Rohitbhai Jivanlal Patel v. State of Gujarat.



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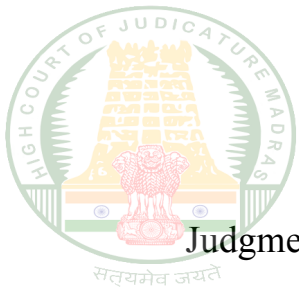


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3. (2019) 16 SCC 83 in the case of Shree Daneshwari Traders v. Sanjay Jain.
4. (2019) 10 SCC 287 in the case of Uttam Ram v. Devinder Singh Hudan and another.
5. (2020) 3 SCC 794 in the case of Rajeshbhai Muljibhai Patel v. State of Gujarat.

7. By placing reliance on the above decisions, the learned Counsel

for the Appellant submitted that the initial presumption raised by the Appellant has not been rebutted by the respective Accused in this case. Further, the Accused have received the statutory notice issued by the respective complainants, however, they have not sent any reply thereof. It was the earliest opportunity available to the Accused to deny that the cheques in question have not been given by them to the complainants or the signature in the cheque was not made by them. The Accused have also admitted having signed the cheque. In any event to prove the preponderance of probabilities exist in this case, the Accused is expected to prove his defence beyond reasonable doubt as is expected of the Complainant in criminal trial. The Accused has to bring on record the material evidence to show that the consideration was not paid by the Complainant as claimed. The Complainant has followed all the due procedures before filing the complaint under Section 138 of The Negotiable Instruments Act. The Accused, after having issued the cheque, are estopped from claiming that the cheque was not issued by them directly or the Accused has no wherewithal to pay the sum. Therefore, the



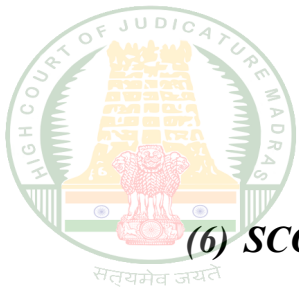
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Judgment of conviction passed by the trial Court is proper and it has to be restored. Accordingly, the learned Counsel for the Appellants-complainants prayed to set aside the judgment of the learned Additional Sessions Judge, Dharmapuri and to allow the Criminal Appeals as well as the Criminal Original Petition, seeking leave to file the appeal.

8. On the other hand, the learned Counsel for the Respondents in Crl. A. Nos. 9 & 10 and Crl. OP No. 1060 of 2021 would submit that statutory notice served upon the Accused is not proper. It is submitted that the respective Complainant has no wherewithal to pay the amount. In none of the complaints, the complainants did not show as to how the so-called loan amount has been paid, either by cash or cheque or by any other instrument. In the complaints, it was merely stated that on the request of the Accused, the amount was paid for which cheque was subsequently issued by the Accused. The Complainant has not produced any evidence to show his wherewithal to lend such huge amount as loan.

9. As regards the service of notice, the learned Counsel for the Respondents placed reliance on the decision of the Honourable Supreme Court in the case of *C. Alavi Haji vs. Palaperty Mohammed* reported in 2007



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(6) **SCC 555** wherein it was held that service of notice could be presumed

both under Section 114 of the Evidence Act and Section 27 of The General Clauses Act. Further the legal position in the context of presumption of service by registered post can be found under Section 27 of The General Clauses Act and Section 114 of The Indian Evidence Act which envisages the law with reference to presumption of certain facts. As per the said provisions, the Court may presume the existence of an fact which if thinks likely to have happened, regard being had to the common course of natural events, human conduct and public and private business in relation to the facts of the particular case. In any event, the Complainant has not proved that the notice was sent to the correct address of the Accused-Respondent. Even if the notice is returned with an endorsement returned or locked or the addressee was not available at the time of delivery, it will be open to the Complainant to prove it at the time of trial. In this case, no evidence has been let in by the Complainant that the Respondent was residing at the same address and evaded the receipt of the notice. Further, the Accused-Respondents are not residing in the address mentioned as they went to North India to protect themselves from the subscribers of chit to whom they have to pay money. Ultimately, they came back to Dharmapuri and settled the amount by selling their immovable property. Therefore, it was submitted that the Respondents were not residing



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in the address to which statutory notices were sent. To prove that the Respondents were not residing in the address, Ex.D-3 to Ex.D-10 were marked. Thus, the issuance of statutory notice has not been served and the complainants have sent the notice knowing fully well that the Respondents are not residing there.

10. The learned Counsel for the Respondents invited the attention of this Court to the deposition of P.W-1/Complainant in his cross-examination wherein he has admitted that for the past one year prior to the filing of the complaint, his income was in the region of around Rs.2 to Rs.3 lakhs, while so, it is highly improbable as to whether the Complainant could lend a huge amount of Rs.9 lakhs to the Accused in C.C. No. 60 of 2016. Similarly, the complainants could not have lend the alleged loan amount to the Accused in this case as it was not supported by any documentary evidence.

11. The learned Counsel for the Accused-Respondents invited the attention of this Court to the observations made by the Appellate Court. The appellate Court has rightly pointed out that the Accused have received the loan amount in the presence of witnesses, but no such witness was examined before the trial Court. In C.C. No. 59 of 2016, the Complainant examined



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one Kamaraj as P.W-2. P.W-2 in his chief-examination stated that he went along with the Complainant on 18.01.2016, but he had stated in the cross-examination that the Complainant went to Karpagam hospital and got the cheque. Therefore, the Appellate Court rejected his testimony as unreliable and not trustworthy. On the other hand, the Accused marked Ex. D-1 to Ex.D-13 to show that the Accused in C.C. Nos. 59 and 60 of 2016 are running pharmaceutical business at Kamalam hospital from 1992 to 2012 and shifted their business to Kamalalayam from 2012 to 2015. They were also running chit business in the name and style of DNC Chits and Senthilnathan chits. During the chit transaction, the Accused-Respondents have issued cheques in blank. It was further stated by the learned Counsel that due to business loss, the Accused have closed their pharmaceutical business and went to North India to protect them from pestering chit subscribers. Ultimately, they returned to Dharmapuri and surrendered to the police. After negotiations, they executed a sale deed in lieu of the amount payable by them. Therefore, the cheques given to the chit company were misused by the Complainant to file the present company and the Accused/Respondents have never borrowed any amount as claimed by the Complainant. The emails sent to the school where the children are studying were marked as Ex.D-11 and Ex.D-12. The sale deed executed for settling the loan amounts was marked as Ex.D-13.



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There was no loan transaction and the case of the Complainant is false. Thus the Respondent has proved her case and successfully rebutted the initial presumption under Section 139 of Negotiable Instrument Act. While so, the Judgment of the Appellate Court cannot be said to be perverse. He would further submit that section 139 of the Act is an example of a reverse onus clause that has been included in furtherance of the legislative objective of improving the credibility of negotiable instruments. The trial Court did not read and appreciate the entire evidence on record but simply made an observation that the Accused has not discharged the burden of presumption which is contrary to the materials on record and the appreciation of the evidence. The conclusion so arrived at by the trial Court has resulted in miscarriage of justice. It is an illogical conclusion due to wrong appreciation of law and facts. He would further submit that Section 138 of the Act specifies a strong criminal remedy in relation to the dishonour of cheques, the rebuttable presumption under such a scenario, the test of proportionality should guide the construction and interpretation of reverse onus clauses and the Respondent-Accused cannot be expected to discharge an unduly high standard of proof.

12. The learned Counsel further submit that section 139 of the



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Negotiable Instrument Act, 1881 lays down that it shall be presumed, unless the contrary is proved that the holder of the cheque “received” the cheque of the nature stated in Section 138 for the discharge of a debt or liability. Even on a plain reading of the provision, it is clear that the section does not provide for a presumption in respect of “issuance/execution” of a cheque. Neither of the expressions, “issued” nor “executed” is used in the section. Both are significantly absent in the provision. In fact, Section 139 applies only if it is established that the cheque is of the nature stated in Section 138 of the Act. Such a cheque must, necessarily be, one which satisfies the definition of “Cheque” under Section 6 read with Section 5 of the Act. It must contain an order in writing to pay to a certain person a certain sum of money only etc., defined in the Act. There is nothing in Section 139 to show that the prosecution is exonerated from proving that the cheque falls within the definition of the cheque under the Act. The cheques produced in all the cases under Section 138 of the Act, ordinarily contain an order in writing. But, that does not mean that the Court shall immediately come to a conclusion that such cheques satisfy the definition under the Act. A reading of Section 139 of the Act, shows that a presumption in respect of a debt or liability can be drawn, if the following facts are established viz.,

- (i) that the person in whose favour the presumption is drawn is the holder of the



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cheque.

(ii) that the cheque is of the nature stated in Section 138 of the Act

(iii) that such cheque is “received” by the holder.

13. He would further submit that only if the above three conditions are satisfied, the Court can draw a presumption under Section 139 of the Act. The Court cannot therefore, introduce into Section 139, any expression like “issued” meaning thereby, “Executed” which is not there in the provision. So, a Court shall draw the presumption under Section 139 of the Act, only if all the requirements for drawing the presumption under section 139 of the Act, are established by the “holder” of the cheque. Such pre-requisites under Section 139 are, i) that the person in whose favour the presumption is drawn is the holder of the cheque; (ii) that the cheque is of the nature stated in Section 138 of the Act (iii) that such cheque is “received” by the holder. Hence unless, the proof of drawing the cheque and issuance of the same are proved, the presumption under the Act cannot be proved. Therefore, the basis for drawing presumption does not exist in this case and hence, no presumption arises in this case under Section 139. Thus, there is no scope for presumption under Section 139 of the Negotiable Instruments Act, 1881 whereby, finding the Accused guilty is flagrant miscarriage of justice and shifting the onus on the Accused, a reverse burden, is unsustainable in the facts of the case. In a case where the pre-requisites under section 139 of the Act are not established or the



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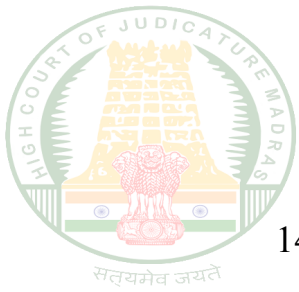
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basis for drawing the presumption does not exist, the Court shall not presume that the cheque was drawn for the purpose of discharging a debt or liability under Section 139 of the Act. In such a case, the prosecution has to independently prove all ingredients of Section 138, including the alleged purpose for which the cheque is drawn i.e., it is for the discharge of a debt or liability. It also follows in such cases that no burden is cast on the Accused to rebut any presumption under Section 139, since no presumption arises at all. The Accused cannot then be called upon to prove that the cheque was not drawn for the discharge, of a debt or liability. The burden will be entirely upon the Complainant to prove all ingredients of Section 138 of the Act. The Accused in this case has discharged the burden as required under, thereby reverse burden would operate against the complaint. Chapter XIII of the Negotiable Instruments Act, 1881 contains a heading “Special Rules of Evidence”, where Section 118 provides for presumptions as to negotiable instruments which is as follows;-

118. Presumption as to negotiable instruments:-

Until the contrary is proved, the following presumptions shall be made:-

(a) of consideration that every negotiable instrument was made or drawn for consideration, and that every such instrument, when it has been accepted, indorsed, negotiated or transferred for consideration (b) as to date that every negotiable instrument bearing a date was made or drawn on such date.

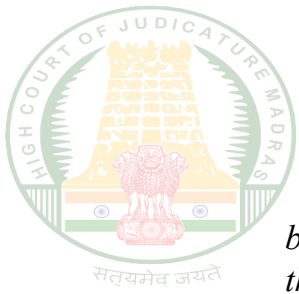


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14. According to the learned Counsel, Section 139 provides for presumption in favour of holder, where provision of law has been stated supra under the heading purpose of the legislation, where the legislature in their wisdom introduced Chapter XVII that related to Penalties in Case of Dishonour of Certain Cheques for Insufficiency of Funds in the Accounts. The Complainant being holder of cheque and the execution and delivery of the cheques having been denied except signature on the cheque having not been denied by the Accused, presumption cannot be drawn that cheque was issued for the discharge of any debt or other liability.

15. The learned Counsel also submitted that reiterating the general principles pertaining to burden of proof on an Accused especially in a case where some statutory presumption regarding guilt of the Accused has to be drawn, a Three Judge Bench of Supreme Court of India in ***Kali Ram Vs. State of Himachal Pradesh. (1973) 2 SCC 808*** laid down following:-

“23.....One of the cardinal principles which has always to be kept in view in our system of administration of justice for criminal cases is that a person arraigned as an Accused is presumed to be innocent unless that presumption is rebutted by the prosecution by production of evidence as may show him to be guilty of the offence with which he is charged. The burden of proving the guilt of the Accused is upon the prosecution and unless it relieves itself of that burden, the Courts cannot record a finding of the guilt of the Accused. There are certain cases in which statutory presumption arise regarding the guilt of the Accused, but the burden even in those cases is upon the prosecution to prove the existence of facts which have to be present

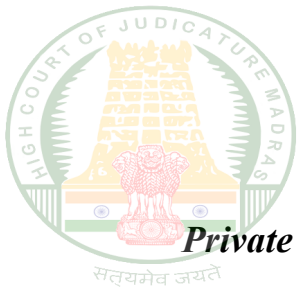


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before the presumption can be drawn. Once those facts are shown by the prosecution to exist, the Court can raise the statutory presumption and it would, in such an event, be for the Accused to rebut the presumption. The onus even in such cases upon the Accused is not as heavy as is normally upon the prosecution to prove the guilt of the Accused. If some material is brought on the record consistent with the innocence of the Accused which may reasonably be true, even though it is not positively proved to be true, the Accused would be entitled to acquittal.”

16. The Hon'ble Supreme Court of India in a recent case has approved the above, three member bench quoted supra in the case of ***Basalingappa v. Mudibasappa reported in (2019) 5 SCC 418***. In a recent judgment also, the Hon'ble Supreme Court considered the standard of proof to discharge the evidential burden. A probable defence is raised is sufficient. In the present case, there is no nexus between the Appellant and the Respondent and the Appellant has no means to lend money. The cheques were not given in discharge of any debt. The Respondents further relies on the judgments reports in:

- (i) ***(K. Prakasam vs. P.K. Sundaresan)*** reported in ***2008 (1) SCC 258***
- (ii) ***Rengappa vs. Sri Mohan*** reported in ***2010 (11) SCC 441***
- (iii) ***John K. Abraham vs. Simon C. Abraham and another*** reported in ***2014 (2) SCC 236***
- (iv) ***Indus Airways Private Limited and others vs. Magnum Aviation***



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Private Limited and another reported in ***2014 (12) SCC Page 539***

WEB COPY(v) ***Rajesh Jain vs. Ajay Singh*** reported in ***2023 SCC Online SC***

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17. By placing reliance on the above decisions, the learned Counsel for the Respondents prayed to dismiss the above Criminal Appeals.

Point for consideration:-

Whether the judgments of the learned Additional District and Sessions Judge, Dharmapuri, dated 29.09.2020 made in Criminal Appeal Nos. 1, 2 and 3 of 2020 reversing the Judgment of conviction passed in C.C. Nos. 59, 60 and 61 of 2016 on the file of the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri are perverse warranting interference by this Court?

18. Heard Mr.Umapathy, learned Counsel appearing for the Appellant and Mr. A.V. Arun, learned Counsel for the Respondent.

20. Perused the judgment of the learned Additional District and Sessions Judge, Dharmapuri made in Criminal Appeal Nos. 1, 2 and 3 of 2020 and the judgment of learned Judicial Magistrate, Fast Track Court



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(Magisterial Level), Dharmapuri in C.C. Nos. C.C. Nos. 59, 60 and 61 of

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21. On perusal of the records, particularly the complaints in these cases, it is evidently clear that the Complainant has not come out with the correct facts as to how the loan amount was paid to the Accused in these cases, when the loan amounts were paid, how the loan amount was paid – whether by way of cash or cheque or any other instruments. This is very important and significant for considering the complaint filed under Section 138 of The Negotiable Instruments Act. These aspects are conspicuously silent in the present complaints filed by the complainants. A Complainant under the provision of Section 138 of The Negotiable Instruments Act is expected to prove his financial capability to lend the amount, the manner in which the amount was paid and persons in whose presence the amount is paid. The complaints in this case is bereft of these particulars which are essentially required to consider his case and to prove the guilt of the Accused.

22. The complainants in C.C. Nos. 59, 60 and 61 of 2016 claim themselves to be real estate dealers. In their cross-examination, they claimed that their monthly income will be some where in the range of Rs.20,000/- to



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Rs.30,000/- per month. However, the complainants in these complaints alleged to have paid a whopping sum of Rs.3,50,000/-, Rs.9,00,000/- Rs.4,00,000/- respectively. To substantiate their power of lending, they have not filed any document such as income tax returns, bank statement etc., Therefore, it is not clear as to whether the complainants had the wherewithal or they were resourceful enough to pay the amount to the Respondents in this case.

23. The statutory notices sent to the Accused in these cases were returned unclaimed. However, when the summons from the Court were sent the Accused received it and appeared before the trial Court. The defence of the Accused was that the Complainant in all these cases worked in DNC Chit Funds as staff. At the time of taking the chit amount in the bid, the Accused, as a subscriber of DNC Chit handed over cheques mentioned in the complaint to the DNC Chit Company and by misusing those cheques, the instant Complaints have been filed. It was also stated that at the relevant point of time, the Accused themselves conducted chit, but they were unable to repay the subscribers due to various reasons. Therefore, they had absconded for sometime from Dharmapuri. It is at this juncture, several complaints have been registered against the Accused at the instance of subscribers in this case.



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The Accused therefore, returned and surrendered themselves to the police authorities at Dharmapuri, made all efforts to settle the subscribers by selling the immovable property standing in their name. This defence raised by the Accused is probable. In fact, the Accused have, in order to justify their defence, examined themselves as Defence witness and marked documents. Thus, the Accused have satisfactorily explained as to how the cheques have landed in the hands of the complainants, but it was the complainants who have failed to substantiate that the initial presumption raised by them is correct. This has also probabalised the defence of the Accused for not replying to the statutory notices sent by the complainants in this case.

24. In C.C. No. 59 of 2016, Loganathan is the Accused. Punithavalli is his wife and she is arrayed as the Accused in C.C.No. 60 and 61 of 2016. The complaints were filed by the complainants Thiruchandran and Gokulakannan. In the defence, it is claimed that both the husband and wife were running Pharmaceutical business in Dhamapuri and Salem, but they suffered loss in the said business and they were unable to pay back the chit amount to subscribers for which they conducted chits. It was also stated that the Accused - husband and wife are also subscribers for chit under different chit companies namely DNC Chits and Senthilnathan Chits. The Accused also



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stated that they have received amount from the above said Chit companies and for the amount paid to them, they have issued blank cheques to DNC Chit Company. In their cross examination, it was stated that they suffered loss, unable to face the creditors, escaped from the home town. However, after registration of the case by the District Crime Branch, Dharmapuri that they had returned back and surrendered. To substantiate this, the Accused also filed documentary evidence in C.C.Nos.59, 60 and 61 of 2016. Thus, by examining themselves as respective defence witness in these cases and by marking documentary evidence, the Accused have successfully rebutted the initial presumption raised by the complainants in these case, under Section 139 of The Negotiable Instruments Act.

25. During the course of the cross-examination, the Accused have denied their prior liability towards the Complainant against in C.C. Nos. 59, 60 and 61 of 2016. Ex.P-6 is the final report laid by the Dharmapuri District Crime Branch, against the Accused before the Judicial Magistrate No.II, Dharmapuri based on the complaint of the subscribers of the Chit. It also shows that the Chit run by the Accused husband and wife, namely, Punithavalli and Kumaravel suffered loss and they were made liable to pay to their subscribers. That much evidence is available in the course of the evidence



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before the learned Judicial Magistrate [Magisterial Level], Fast Track Court, Dharmapuri. The charge sheet laid by the Accused was marked as exhibit on the side of the Complainant. Therefore, the preponderance of probabilities that they were absconding for some time and unable to face their subscribers is clear. It is also clear that during the relevant time, the Accused were not residing in their house to which the statutory notice was sent by the complainants.

26. The Accused dispute the financial capacity of the complainants to lend huge amount to them particularly in the said circumstances that they were facing financial difficulties. Also the fact of lending the loan on the date alleged in the complaint itself is found fictitious. The Accused also substantiated that during the time when the Accused were not available in their place of residence due to the pending investigation with the Crime Branch, the statutory notices were issued and returned unserved. Considering the fact that the District Crime Branch had registered a case of cheating against the Accused, they have initially absconded and later returned and surrendered. From the normal human conduct, it can be presumed that when a criminal case is registered, the Accused, in order to evade arrest, absconded from their home town. However, the Accused returned back and settled their creditors by



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selling their immovable property. The sale deed executed by the Accused for sale of their immovable property was also marked as one of the defence document under Ex.D-13. Thus, the Accused have successfully rebutted the initial presumption raised against them.

27. The learned Additional District and Sessions Judge observed in his judgment that in the statutory notice, the Complainant had not stated the names of the witnesses who remained as witnesses when the transaction between the Accused and the Complainant took place. However, during trial, a person was examined as D.W-2 - Kumar in C.C. Nos. 60 and 61. He was projected as a witness at the time when the amount was allegedly paid by the complainants to the Accused. The deposition of P.W-2 was rejected by the learned Additional District and Sessions Judge, based on his statement in the cross examination. The learned Additional District and Sessions Judge, had also pointed out that the Complainant in the respective cases have issued the notices indicating that a complaint will be lodged against them for the offenses punishable under Sections 138 of the Negotiable Instruments Act and 420 of IPC. If the notices are true, what prevented the Complainant to lodge the complaint under Section 420 of IPC is not explained. When the Accused have no opportunity to know the contents of the statutory notices, when they were



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absconding, they were reasonably prevented from replying or responding to the statutory notices and therefore the circumstances which prevented the Accused from not replying to the statutory notices was rightly taken note of by the Appellate Court. Further, the notices returned unserved which indicates that they were not available in the place of residence. Therefore, the burden shifts on the complainants to disprove the defence projected by the Accused.

28. The Accused, by stepping in to the witness box, probabilized their case besides marking defence documents. The complainants failed to establish the ingredients of Section 138 of the Negotiable Instrument Act that there was a lawful transaction. The learned Judicial Magistrate invoked Section 139 of The Negotiable Instruments Act only on the ground the Accused had not denied the signatures in the cheque . The learned Additional District and Sessions Judge, in his judgment had noticed that the initial burden under 118 of the Act was in favour of the complainants, but it was successfully rebutted by the Accused.

29. As pointed out in the case in ***Rengappa vs Sri Mohan***, mentioned supra, the Accused need not enter into the witness box to discharge the burden of proof for rebuttal evidence. In the case the Accused, to clear the air of



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controversy, stepped into the witness box and marked documents in support of their defence. During the cross-examination of the complainants, they were confronted as to what was the avocation of the Accused. It was replied that the Accused were in the administration of hospital in Dharmapuri. On the other hand, the Accused were in the pharmacy business in Dharmapuri. When the Complainant itself is not clear as to the avocation of the Accused to whom they have alleged to have given a whopping sum of loan and in the absence of any allegation in the complaint about the person who has witnessed the lending of amount, the complaints cannot be entertained.

30. The entire cause of action arose for the complainants only during the period when the Accused absconded from their home town. The reason for the Accused leaving their home town has also been explained by documentary evidence. However, the trial Court mechanically held that the Accused in this case have not rebutted the initial presumption as per Section 139 of the Negotiable Instruments Act. The Additional District and Sessions Judge, Dharmapuri, had in his discussion of evidence, on assessment of the evidence before the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri, had in the course of the discussion of evidence failed to consider the evidence of the Accused. The Accused/Punithavalli in C.C.Nos. 60 and 61



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of 2016 had examined herself as D.W-1 and marked Documents as Ex.D-1 to Ex.D-13 to probablise her defence that she was not available when the notice was issued by the Complainants. The Accused/Kumaravel in C.C.No. 59 of 2016 had examined himself as D.W-1 and marked Documents as Ex.D-1 to Ex.D-13 to probablise his defence that he was not available when the notices were issued by the Complainant. If the notices were received by her/him, she/he could have sent reply disputing the claim of the Complainants. Since she/he was not in the place of residence Dharmapuri Town, the notice were not served. Therefore, filing of the complaints are without cause of action. Only if notices were served and the Accused had not replied or acted as per direction in the statutory notice by paying the amount claimed by the Complainants and after giving sufficient time of 15 days from the date of notices, cause of action for filing the complaints will arise. Here the Accused were absconding at the relevant point of time. That is proved through Ex.D-1 to Ex.D-13. The learned Judicial Magistrate, Fast Track Court (Magisterial Level), had in the course of discussion of evidence in C.C. Nos. 59, 60 and 61 of 2016 claimed that those are created documents to wriggle out from the criminal liability.

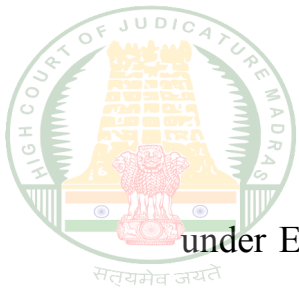
31. The cross examination of P.W-1 complainant in C.C. Nos. 59, 60 and 61 of 2016 had probablised the case of the defence of the Accused that the



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complainant claims to be real estate brokers. They claim that for the past three years the real estate business is in doldrum. They were unable to state clearly the income per year. They claim that for the past three years, their income was roughly Rs.2 lakhs per year. They were unable to give details of how many plots were sold or the documents relating to his income or documents relating to number of sale deeds executed by them as real estate brokers. It is the case of the defence of the Accused that the complainants do not have the resources to advance Rs. 4 lakhs, Rs.9 lakhs and Rs.3.5 lakhs respectively to the Accused. The cheques issued by the Accused and her husband in C.C.Nos. 59, 60 and 61 of 2016 were for the security purpose while getting the bid for DNC Chits where the complainants had worked as staff where the husband and wife, Accused in C.C.Nos.59, 60 and 61 of 2016 had furnished blank cheques duly signed which was misused by the staff of DNC chits. The complainants herein falsely claiming to be real estate brokers, misusing the unfilled duly signed blank cheques, filed complaint. This is the defence of the Accused.

32. The learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri, failed to appreciate the evidence available in cross examination of P.W-1. The learned Judicial Magistrate failed to consider the evidence of the Accused himself/herself as D.W-1 and the documents marked



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under Ex.D-1 to Ex.D-13 which probalised the defence of the Accused that the cheques were not issued to the complainants. The cheques were obtained by surreptitious method and pressed into service as though the Accused had borrowed money. There are materials available in the cross examination of the complainant P.W-1 which probablised the defence of the Accused which was ignored by the learned Judicial Magistrate, Fast Track Court (Magisterial Level) based on the fact that the signature in the cheques were not disputed by the Accused. Therefore, drawing presumption in favour of the complainant.

33. The learned Additional District and Sessions Judge, Dharmapuri, while re-appreciating the evidence available before the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri, independently, had distinguished the presumption under Section 118(g) and Section 139 of the Negotiable Instruments Act. The learned Additional District and Sessions Judge had clearly observed that the learned Trial Judge had not understood the presumption under Section 118(g) and Section 139 of Negotiable Instruments Act, the initial burden is on the person in whose custody the cheque is available, the person who is the holder of the cheque or the complainant, it is his duty to prove that he had enough resources to advance the amount. Merely the cheque in his custody will not help him or her to file a



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complaint against the person who had issued the cheque, the drawer of the

cheque. The initial burden is upon him/her that the cheque came to his/her hand from the person who had issued the cheque. Till such burden is discharged, he or she cannot expect the Court to grant an order in his or her favour. Here P.W-1 was unable to prove cogently that the cheques were issued by the Accused in his favour at the time of extending loan to the Accused. The witness on behalf of the complainants was examined as P.W-2 whose name was not mentioned in the statutory notice issued to the Accused at the earliest point of time to prove that the money was extended as loan in the presence of witnesses. In the absence of mentioning such name in the statutory notice a person who was examined as P.W-2 cannot help the complainants in their claim that they had extended loan. Apart from that, in the cross examination, the complainants were unable to prove that they had enough resources to extend the loan to the Accused. Therefore, the initial burden not having been discharged by the complainants, the case of the complainants is hit by Section 118(g) of the Negotiable Instruments Act. This had been discussed by the learned Additional District and Sessions Judge, Dharmapuri in paragraphs 6, 7, 8 of the judgment by re-appreciating the evidence. This Court on re-appreciation of evidence considered that the appreciation of evidence by the learned Judicial Magistrate, Fast Track Court (Magisterial Level),

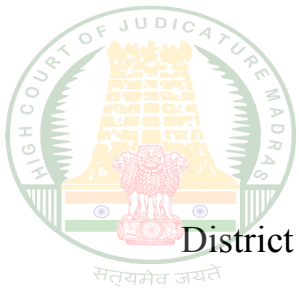


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Dharmapuri, was merely based on presumption that the Accused not denied the signature in the cheque. Therefore, naturally the Court has to draw adverse inference against the Accused and draw presumption in favour of the complainants thereby convicting the Accused which is found erroneous.

34. The learned Additional District and Sessions Judge, Dharmapuri, had clearly explained the distinction between presumption under Section 118 (g) and Section 139 of the Negotiable Instruments Act regarding the initial burden on the complainants. Only if the initial burden is discharged by the complainants, the burden shifts on the Accused. When the Accused fails to discharge the burden, the Court can convict the Accused. Here the Accused had discharged the burden cast upon him/her by adducing evidence and marking documents which probablised the defence of the Accused. Also in the cross-examination the Accused were able to elicit information from the complainants that the complainants do not have sufficient resources at their disposal to extend loan for huge amount as was mentioned in the complaints viz., Rs. 4 lakhs, Rs.9 lakhs and Rs.3.5 lakhs to the Accused in C.C. Nos. 59 60 and 61 of 2016 respectively.

35. In the light of the those observation the learned Additional



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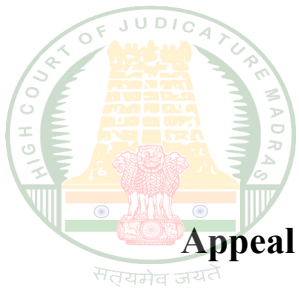
District and Sessions Judge, had rightly allowed the Appeals and set aside the conviction by the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri.

36. In the light of the above discussion, the point for consideration is answered in against the Appellants and in favour of the Respondents. The judgments of the learned Additional District and Sessions Judge, Dharmapuri, dated 29.09.2020 made in Criminal Appeal Nos. 1, 2 and 3 of 2020 reversing the Judgment of conviction passed in C.C. Nos. 59, 60 and 61 of 2016 on the file of the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri, are found well reasoned judgments that does not warrant interference by this Court.

In the result,

(i) **Criminal Appeal Nos. 9 and 10 of 2021 are dismissed.** The Judgment dated 29.09.2020 made in Crl.A.Nos.1 and 2 of 2020 on the file of the learned Additional District and Sessions Judge, Dharmapuri, reversing the Judgment of the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Dharmapuri made in C.C. Nos. 59 and 60 of 2016, dated 07.01.2020 respectively are confirmed.

(ii) **Criminal Original Petition No. 1060 of 2021 in Criminal**



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Appeal SR No. 36698 of 2020 is allowed. Since the technicalities involved is relegated to background and the Appeals are heard on merits and the connected **Criminal Appeal Nos. 9 and 10 of 2021 are dismissed**, this **unnumbered Criminal Appeal in Criminal Appeal SR No.36698 of 2012 is also dismissed on the same reasoning at the SR stage itself.** The Judgment dated 29.09.2020 made in Criminal Appeal No. 3 of 2020, which is impugned in Crl.OP No. 1060 of 2021 shall stand confirmed.

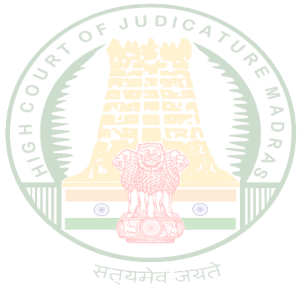
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MSM/SRM

Internet: Yes/No

Index: Yes/No

Speaking/Non-speaking order

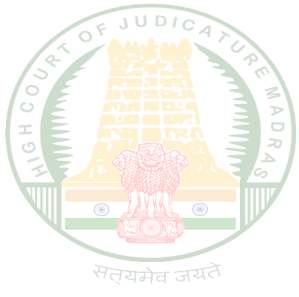


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To

1. The Additional District and Sessions Judge,
Dharmapuri.
2. The Judicial Magistrate,
Fast Track Court,
Dharmapuri.
3. The Section Officer,
Criminal Section,
High Court Madras.



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Crl.Appeal Nos.9 and 10 of 2021 & Crl.OP No. 1060 of 2021 in Crl.A. SR No. 36698 of 2020

SATHI KUMAR SUKUMARA KURUP, J

msm/srm

Common Judgment in
Criminal Appeal Nos. 9 and 10 of 2021
& Crl.OP No. 1060 of 2021 in Crl.A. SR No. 36698 of 2020

02.06.2025