IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 21.07.2025

CORAM

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

Crl.A.No.1012 of 2025

G. Elangkumaran ..... Appellant

Vs

K.Usha ..... Respondent

PRAYER : Criminal Appeal has been filed under Section 419 of Bharatiya Nagarik Suraksha Sanhita, 2023, praying to set aside the judgment of acquittal dated 26.06.2025 passed by the Learned XIX Metropolitan Magistrate Court, Egmore @ Allikulam, Chennai - 03 in S.T.C.No.10485 of 2022.

For Appellant : Mr.R.C.Paul Kanagaraj
for Mr.G.Mageshkumar

JUDGMENT

This Criminal Appeal has been preferred as against the Judgment dated 26.06.2025 passed in STC No.10485 of 2022 by the XIX Metropolitan Magistrate Court, Egmore @ Allikulam, Chennai, thereby dismissing the complaint filed by the appellant and acquitted the respondent for the offence punishable under Section 138 of the Negotiable Instruments Act.

2. The appellant lodged a complaint against the respondent for the offence punishable under Section 138 of the Negotiable Instruments Act. It is alleged, during the period from 2019 to 2021, the appellant had lent a sum of Rs.45,00,000/- to the respondent. In order to repay the loan amount, the respondent issued a cheque dated 11.08.2022 for a sum of Rs.45,00,000/-. When the said cheque was presented for collection, it was returned dishonoured with the endorsement “funds insufficient”. After issuance of the statutory notice, the appellant filed a complaint.

3. On the side of the appellant, P.W.1 was examined and Exs.P1 to P7 were marked. On the side of the respondent/accused, D.W.1 was examined and Exs. D1 to D44 were marked.

4. On perusal of the oral and documentary evidence, the Trial Court found the respondent not guilty of the offence punishable under Section 138 of the Negotiable Instruments Act and acquitted the respondent. Aggrieved by the same, the present Criminal Appeal has been filed.

5. The learned counsel appearing for the appellant submitted that the respondent did not deny the signature and also issuance of the cheque.

Though the respondent produced several documents to show that her husband had borrowed money from private financiers, it doesn't amount that she had not borrowed the loan from the appellant herein. Therefore, the appellant had discharged his burden as contemplated under Section 138 of the Negotiable Instruments Act. He further submitted that the respondent failed to rebut the presumption and the Trial Court mechanically acquitted the respondent without appreciation of evidence. He also submitted that the appellant had also filed a suit against the respondent for recovery of the loan amount.

6. On the other hand, the respondent had taken a specific defence that she had not borrowed any loan from the appellant herein. According to the respondent, the alleged loan transaction of Rs.45,00,000/- was said to have taken place during the COVID-19 period and the same is improbable.

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

8. A perusal of the documents, which was marked by the respondent, reveals that she and her husband had borrowed several loans from the Cholamandalam Investment and Finance Company by mortgaging their

immovable property. Therefore, the respondent had no need to borrow any loan from the appellant herein. That apart, the bank had also filed a suit in O.S.No.1796 of 2022 on the file of the XIX Assistant City Civil Court, Chennai, against the appellant herein for recovery of money, which was marked as Ex.D39.

9. Further, on perusal of the cross examination of P.W.1, it is revealed that the appellant did not obtain any document as security for the alleged loan transaction, that too for a huge sum of Rs.45,00,000/-. That apart, the appellant allegedly had lent loan of Rs.10,00,000/- on 24.12.2019, another sum of Rs.10,00,000/- on 24.02.2020, a further sum of Rs.15,00,000/- on 11.11.2020 and finally, a sum of Rs.10,00,000/- on 08.07.2021 in favour of the respondent. However, the appellant has not even mentioned the specific date on which the respondent is said to have borrowed the total loan amount, nor produced any security documents to substantiate such transactions. No prudent person would lend such a huge sum of Rs.45,00,000/- that too without any security. Therefore, the respondent has categorically rebutted the presumptions under Sections 118 and 139 of the Negotiable Instruments Act. Even then, the appellant failed to prove that the cheque was issued in discharge of a legally enforceable debt. Therefore, the Trial Court rightly dismissed the complaint

and acquitted the respondent.

10. In view of the foregoing discussions, this Court finds no infirmity or illegality in the Judgment dated 26.06.2025 passed in STC No.10485 of 2022 by the XIX Metropolitan Magistrate Court, Egmore @ Allikulam, Chennai. Accordingly, this Criminal Appeal stands dismissed.

21.07.2025

Speaking order/Non-speaking order
Index :Yes/No
Internet :Yes/No
Lpp

To

The XIX Metropolitan Magistrate,
Egmore @ Allikulam,
Chennai.

G.K.ILANTHIRAIYAN, J.
Lpp

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