



Crl.RC(MD).No.1152 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 12.11.2025

CORAM:

THE HONOURABLE MR.JUSTICE SHAMIM AHMED

Crl.RC(MD).No.1152 of 2025
Crl.MP(MD)No.11295 of 2025

Jose Anthony, S/o.Anthony, Mappandiyil
Karunapuram, Idukki, Kerala

Revision Petitioner/Accused

Vs

R.Murugan, S/o.Rajamani, 15.2.C9, Elarasu Kovil Kalam
Kamayakovundanpatti, Theni

Respondent/Complainant

Prayer:- This Criminal Revision Case has been filed, under Sections 438 and 442 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS), to call for the records, relating to the judgement of conviction and sentence, dated 27.06.2024, passed in Crl.A.No.11 of 2024, by the Additional District (FTC) Court, Theni, confirming the judgement of conviction and sentence, dated 01.08.2023, passed in STC.No.13 of 2013, by the Judicial Magistrate Court, FTC, Uthamapalayam and to set aside the same.

For Revision Petitioner/Accused : Mr.P.Banuprasath

For Respondent/Complainant : No Appearance

ORDER

1. This Criminal Revision Case is filed against the judgement of conviction and sentence, dated 27.06.2024, passed in Crl.A.No.11 of 2024, by the Additional District (FTC) Court, Theni, confirming the



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judgement of conviction and sentence, dated 01.08.2023, passed in
STC.No.13 of 2013, by the Judicial Magistrate Court, FTC,
Uthamapalayam.

2. The facts of the case in a nutshell, led to filing of this Criminal Revision
Case and necessary for disposal of the same, are as follows:-

(a) The Revision Petitioner is the accused and the Respondent is the
Complainant. It is alleged that the Revision Petitioner/ Accused had
borrowed a sum of Rs.8,00,000/- from the Respondent/Complainant
on 11.09.2022 and to discharge the said debt, the Revision
Petitioner/Accused had issued a post dated cheque, bearing No.
692928, dated 07.12.2022, for a sum Rs.8,00,000/-, drawn on State
Bank of India, Ksrunapuram Panchayat, Koottar, Idukki District,
Kerala in favour of the Respondent/Complainant. When the said
cheque was presented for encashment on 09.12.2022, the same was
returned with the endorsement “Funds Insufficient”. Thereafter, the
Respondent/Complainant had issued a notice, dated 24.12.2022, to
the Revision Petitioner/Accused, which was returned, as
“Unclaimed”. Hence, the Respondent/Complainant had filed a
complaint in STC.No.13 of 2023 before the Trial Court, against the
Revision Petitioner/Accused, for the offence under Section 138 of



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the Negotiable Instruments Act, for recovery of the cheque amount.

(a) The signature of the Revision Petitioner/Accused on the cheque, bearing No.692928, dated 07.12.2022, for a sum Rs.8,00,000/-, drawn on State Bank of India, Ksrunapuram Panchayat, Koottar, Idukki District, Kerala, issued by the Revision Petitioner/Accused, in favour of the Respondent/Complainant towards the discharge of liability to the tune of Rs.8,00,000/- was not denied.

3. After completion of trial, by the impugned judgement of conviction and sentence, the Trial Court, found that the Revision Petitioner/Accused had not denied the issuance of the cheque in question, the signature found in the cheque in question and also dishonour of the same and that as the Revision Petitioner/Accused has not rebutted the presumption under Section 139 of the Negotiable Instruments Act, by letting in valid evidence, had convicted and sentenced the Revision Petitioner/Accused for the offence under Section 138 of the Negotiable Instruments Act, to undergo six months Simple Imprisonment and to pay a compensation of Rs.2,00,000/-.

4. The lower appellate court, by its impugned judgement, had dismissed the appeal filed against the impugned judgement of conviction and sentence of the Trial Court by the Revision Petitioner/Accused,



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summarily, observing that there was no representation on behalf of the Revision Petitioner/Accused and that in spite of sufficient time was given to the Revision Petitioner/Accused, the conditions for the grant of suspension of sentence and bail were not complied with by the Revision Petitioner/Accused. Hence, this Criminal Revision Case has been filed by the Revision Petitioner/Accused.

5. On 25.08.2025, the Coordinate Bench of this Court, had passed the following order:-

“The Petitioner is directed to deposit a sum of Rs.1,00,000/- (Rupees One Lakh Only) to the credit of STC.No.13 of 2013 on the file of the learned Judicial Magistrate Court (FTC), Uthamapalayam, on or before 15.09.2025.

2. Post the matter on 18.09.2025, under the caption “for reporting compliance.”

6. Thereafter, on 18.09.2025 when the matter came up for consideration before this Court, this Court had passed the following order:-

“Mr.P.Banuprasath, learned counsel for the Petitioner prays for an adjournment on some personal grounds to argue the case.

2.Mr.B.Arun, learned counsel for the Respondent has no objection to the aforesaid prayer made by the learned counsel for the Petitioner.

3. Accordingly, as prayed for by the learned counsel for the Petitioner, adjournment is allowed.

4. Put up this case on 08.10.2025 before the appropriate



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Bench.”

7. Thereafter, on 08.10.2025 when the matter came up for consideration before this Court, this Court had passed the following order:-

“When the case was called in the revised call, no one appeared on behalf of the Petitioner as well as the Respondent.

2. As a last chance, one more opportunity is given to the learned counsel for the parties to argue the case.

3. Put up this case “for final hearing” on 12.11.2025 before the appropriate Bench.

8. This Court heard Mr.P.Banuprasath, the learned counsel for the Revision Petitioner/Accused and considered his submissions and also perused the entire materials placed on record. There is no representation for the Respondent/Complainant.

9. According to the Revision Petitioner/Accused, the lower appellate court ought to have issued notice to the Petitioner regarding non appearance of his Advocate before dismissing the appeal summarily and ought to have passed the impugned judgement, on facts, merits and in accordance with law, rather rejecting it summarily merely on technical grounds, such as, non appearance of the Advocate, which is not the fault of the Petitioner. The Revision Petitioner/Accused is unable to mobilise funds.



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Hence, this Court may dispose of the case, in accordance with law.

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10. On the other hand, it is the case of the Respondent/ Complainant that the cheque amount was not repaid by the Revision Petitioner/ Complainant. Since the Revision Petitioner/Accused has not denied the issuance of the cheque in question, the signature found on the cheque in question and also dishonour of the same, the impugned judgements of conviction and sentence of the courts below, imposing impugned punishment, are justified and hence, no interference by this Court is required.

11. On perusal of the records, it is seen that before the Trial Court, the Respondent/Complainant was examined as PW.1 and Ex.P1 to P4 were marked, on the side of the Respondent/Complainant. On the side of the Revision Petitioner/Accused, the Revision Petitioner/Accused was examined as DW.1 and no document was marked. Ex.P1 is the cheque in question.

12. It is seen from the records that the matter is one under Section 138 of the Negotiable Instruments Act and the cheque amount involved in this case is Rs.8,00,000/-. By the detailed impugned judgement of conviction and sentence, the Trial Court had allowed the complaint of the Respondent/Complainant, in part, imposing punishment, as stated



above.

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13. Thereafter, the Revision Petitioner/Accused had filed the appeal before the lower appellate court, with a delay of 35 days, which was condoned by the order dated 18.01.2024, in Crl.MP.No.3923 of 2023.

14. The Revision Petitioner/Accused has pleaded in Crl.MP(MD)No.11295 of 2025, filed by him along with this Criminal Revision Case, seeking suspension of sentence and bail, that in Crl.MP.No.172 of 2024 in Crl.A.No.11 of 2024, by order dated, 23.01.2024, the lower appellate court had granted suspension of sentence and bail in favour of the Revision Petitioner/Accused, with a condition to deposit 20% of the compensation amount, as ordered by the Trial Court, within one month among other conditions and failure to comply with the said conditions, the bail order shall stand cancelled automatically. It was stated by the Revision Petitioner/Accused that he was unable to deposit the compensation amount.

15. The lower appellate court, by its impugned judgement, had dismissed the appeal filed against the impugned judgement of conviction and sentence of the Trial Court by the Revision Petitioner/Accused, summarily, observing that there was no representation on behalf of the Revision Petitioner/Accused and that in spite of sufficient time was



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given to the Revision Petitioner/Accused, the conditions for the grant of suspension of sentence and bail were not complied with by the Revision Petitioner/Accused.

16. Even the present Criminal Revision Case has been filed with a delay of 256, which was condoned by the Coordinate Bench of this Court, by the order dated, 06.08.2025, on payment of cost.

17. It is argued by the learned counsel for the Revision Petitioner/Accused that the Revision Petitioner is not in a position to mobilise funds due to financial crisis. The main grounds raised by the learned counsel for the Revision Petitioner/Accused in the present Criminal Revision Case are relating to only dismissal of the appeal summarily by the lower appellate court. Other than that, this Court finds no other grounds, relating to the merits of the case, put forth by the learned counsel for the Revision Petitioner/Accused.

18. The Trial Court had held that the Revision Petitioner/Accused has not let in any valid and convincing evidence whatsoever to discard the testimony of PW.1 and Ex.P1 to Ex.P4 and the evidence of PW.1 has not been rebutted by the Revision Petitioner/Accused. Therefore, the statutory presumption comes into play in favour of the Respondent/Complainant.



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19.The Trial Court had also further found that once the Revision Petitioner/Accused has not denied the issuance of the cheque in question, the signature found in the cheque in question and also dishonour of the same and since the Respondent/complainant had also proved the execution of the cheque in question, by valid evidence, the presumption under Section 139 of the Negotiable Instruments Act would arise in favour of the Respondent/Complainant, as the Revision Petitioner/ accused has failed to rebut the presumption under Section 139 of the Negotiable Instruments Act, by letting in valid and convincing evidence.

20.Consequently, the Trial Court had rightly held that the cheque in question was drawn to discharge the legally enforceable debt ,as per Section 139 of the Negotiable Instruments Act and hence, the Revision Petitioner/Accused was found guilty of the offence under Section 138 of the Negotiable Instruments Act and accordingly, the Trial Court, by the impugned judgement of conviction and sentence, had rightly convicted and sentenced the Revision Petitioner/Accused for the offence under Section 138 of the Negotiable Instruments Act to undergo six months Simple Imprisonment and to pay a compensation of Rs.2,00,000/-.

21.Admittedly, the Revision Petitioner/Accused did not choose to let in



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any valid and concrete evidence, whatsoever before the Trial Court.

Further, the Revision Petitioner/Accused did not comply with the conditions for grant of suspension of sentence and bail, imposed by the lower appellate court. The appeal before the lower appellate court and the present Criminal Revision Case were filed with the delay, as stated above. Even before this Court, apart from not complying with the earlier orders of this Court, as stated above, the learned counsel for the Revision Petitioner/Accused is not able to point out any single piece of evidence, both oral and documentary. But, on the side of the Respondent/Complainant, this Court finds that there are ample evidence in support of the case of the Respondent/Complainant, as discussed by the courts below. The Revision Petitioner/ accused has not denied the issuance of the cheque in question, the signature found on the cheque in question and also dishonour of the same. The Revision Petitioner/Accused failed to rebut the presumption under Section 139 of the Negotiable Instruments Act. Thus, this court does not find any error or illegality or perversity in the findings in the impugned judgements of conviction and sentence of the Trial Court, which warrants interference by this Court and accordingly, this Criminal Revision Case, is liable to be dismissed.



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22. Further, though it is stated by the learned counsel for the Revision Petitioner/Accused that the appeal was dismissed summarily by the lower appellate court, without going into the merits of the case, this Court finds merits in this case in favour of the Respondent/Complainant that anywhere the Revision Petitioner/Accused has not denied his signature on the cheque, bearing No.692928, dated 07.12.2022, for a sum Rs.8,00,000/-, drawn on State Bank of India, Ksrunapuram Panchayat, Koottar, Idukki District, Kerala, issued by the Revision Petitioner/ Accused, in favour of the Respondent/Complainant towards the discharge of liability to the tune of Rs.8,00,000/-. Further, issuance of the cheque in question and dishonour of the same are also not denied by the Revision Petitioner/Accused.

23. In the case of **Rangappa vs. Sri Mohan, reported in (2010) 11 SCC 441**, the Hon'ble Supreme Court held that once the accused admits his signature in the cheque, then the presumption comes into play in favour of the complainant. The relevant portion of the said judgement is extracted as under:-

“15. Coming back to the facts in the present case, we are in agreement with the High Court's view that the accused did not raise a probable defence. As noted earlier, the defence of the loss of a blank cheque was taken up belatedly and the



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accused had mentioned a different date in the 'stop payment' instructions to his bank. Furthermore, the instructions to 'stop payment' had not even mentioned that the cheque had been lost. A perusal of the trial record also shows that the accused appeared to be aware of the fact that the cheque was with the complainant. Furthermore, the very fact that the accused had failed to reply to the statutory notice under Section 138 of the Act leads to the inference that there was merit in the complainant's version. Apart from not raising a probable defence, the appellant-accused was not able to contest the existence of a legally enforceable debt or liability. The fact that the accused had made regular payments to the complainant in relation to the construction of his house does not preclude the possibility of the complainant having spent his own money for the same purpose. As per the record of the case, there was a slight discrepancy in the complainant's version, in so far as it was not clear whether the accused had asked for a hand loan to meet the construction-related expenses or whether the complainant had incurred the said expenditure over a period of time. Either way, the complaint discloses the prima facie existence of a legally enforceable debt or liability since the complainant has maintained that his money was used for the construction-expenses. Since the accused did admit that the signature on the cheque was his, the statutory presumption comes into play and the same has not been rebutted even with regard to the materials submitted by the complainant."

24. In the judgement rendered by the Bombay High Court in the case of **Purushottam Maniklal Gandhi Versus Manohar K. Deshmukh and another, reported in 2007 STPL(DC) 988(BOM); 2007(4) BOMCR404**, it has been held that if a person hands over a duly signed blank cheque, thereby he gives an authority to the holder to put a date of



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his choice and to present the same for encashment. The cheque does not lose its sanctity merely due to the fact that the same has been filled in by some other person.

25.It is relevant to refer the judgement of Hon'ble Supreme Court reported in **AIR 2019 SC 2446, (Bir Singh Vs Mukesh Kumar)**, wherein the Hon'ble Supreme Court has held that the presumption as to legally enforceable debt, the rebuttal of signed blank cheque, if voluntarily presented to payee towards the payment, payee may fill up the amount and other particulars, that itself would not invalidate the cheque. The onus would still be on the accused to prove the cheque was not issued for discharge of debtor liability by adducing evidence.

26.In view of the above said decisions, this Court is of the view that in this case, when the Revision Petitioner/Accused has not denied the issuance of the cheque in question, the signature found in the cheque in question and also dishonour of the same, the presumption under Section 139 of the Negotiable Instruments Act, comes into play in favour of the Respondent/Complainant. Accordingly, this Criminal Revision Case is liable to be dismissed.

27. Further, the Revision Petitioner/Accused has failed to comply with the conditions imposed by this Court, vide order, dated 25.08.2025, for



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depositing a sum of Rs.1,00,000/-. This shows that the Revision Petitioner/Accused has no respect to the court orders and he is simply buying time and lingering the matter.

28. In the result, in view of the above said discussions and reasons and in the light of the decisions, referred to above, this Criminal Revision Case is **dismissed**. The impugned judgement of conviction and sentence, dated 27.06.2024, passed in Crl.A.No.11 of 2024, by the Additional District (FTC) Court, Theni, confirming the judgement of conviction and sentence, dated 01.08.2023, passed in STC.No.13 of 2013, by the Judicial Magistrate Court, FTC, Uthamapalayam is **confirmed**. Consequently, the connected Criminal Miscellaneous Petition is also **dismissed**. There is no order as to costs. The File is consigned to record.

29. Let a copy of this order be sent by the Registry to the concerned Trial Court, within two weeks from today, for necessary compliance and information, to be kept in the file of the Trial Court record.

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Index: Yes/No
Web: Yes/No
Speaking/Non Speaking



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Neutral Citation

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To

1. The Additional District (FTC) Court, Theni
2. The Judicial Magistrate Court, FTC, Uthamapalayam
3. The Additional Public Prosecutor, Madurai Bench of the Madras High Court, Madurai.



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SHAMIM AHMED, J.

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