BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: **20-11-2025**

CORAM

THE HONOURABLE MR.JUSTICE SHAMIM AHMED

CRL RC(MD) No.1350 of 2025

and

Crl.M.P.(MD) Nos.14821 and 14823 of 2025

K.Balachandran
S/o.Karuppiah, Block K., Door No.21,
Majestic City Apartment, Senthil Andavar Coil Street,
Vadapalani, Chennai 600026

Petitioner(s)

Vs

R. Vallinayagam
S/o.Raja, 4-133, 3rd Cross Street, Nanjil Nagar South,
Therakalputhur, Thirupathisaram Post 629901

Respondent(s)

Prayer: To call for the records of the judgment dated 02.09.2025 passed in CA No. 119/2023 on the file of the Principal Sessions Court, Kanyakumari District at Nagercoil confirming the judgment dated 25.10.2023 passed in STC No.172/2020 on the file of the Judicial Magistrate, Fast Track Court (Magisterial Level), Nagercoil and set aside the same.

For Petitioner(s):

Mr.S.Muthu Malai Raja

For Respondent(s):

Mr.Abrar Ahmed for

Mr.K.A.Ramakrishnan

ORDER

This Criminal Revision Case is filed against the judgement of conviction and sentence, dated 02.09.2025, passed in C.A.No.119 of 2023, by the learned Principal Sessions Judge, Kanyakumari District at Nagercoil, confirming the judgement of conviction and sentence, dated 25.10.2023, passed in STC.No.172 of 2020, by the Judicial Magistrate, Fast Track Court, (Magisterial Level), Nagercoil.

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 Respondent/Complainant was having business transactions with the Revision Petitioner/Accused for the past several years, during which period, the Respondent/Complainant was giving financial assistance to the Revision Petitioner/Accused, by way of cash as well as through bank transaction and that in this regard, an amount of Rs.13,50,000/- is due to the Respondent/Complainant. To discharge the said debt, the Revision Petitioner/Accused had issued a cheque, bearing No.020912, dated 25.01.2020, for a sum Rs.13,50,000/-, drawn on Axis Bank Ltd., Saligramam Branch, Chennai in favour of the Respondent/Complainant. When the said cheque was presented for encashment on 27.01.2020, the same was returned with the endorsement "Funds Insufficient". Thereafter, the Respondent/Complainant had issued a notice, dated

07.02.2020, to the Revision Petitioner/Accused and on receipt of such notice, the Revision Petitioner/accused sent a reply on 21.02.2020. Thereafter, the Respondent/Complainant had filed a complaint in STC.No.172 of 2020 before the Trial Court, against the Revision Petitioner/Accused, for the offence under Section 138 of the Negotiable Instruments Act, for recovery of the cheque amount.

b) The signature of the Revision Petitioner/Accused on the cheque, bearing No. 020912, dated 25.01.2020, for a sum Rs.13,50,000/-, drawn on Axis Bank Ltd., Saligrammam Branch, Chennai, issued by the Revision Petitioner/Accused, in favour of the Respondent/Complainant towards the discharge of liability to the tune of Rs. 13,50,000/- was not denied.

c) 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 one year simple imprisonment and to pay a compensation of Rs.15,00,000/-, in default, to undergo two months simple imprisonment. The lower appellate court, by its impugned judgement, dated 02.09.2025, by confirming the conviction and sentence, had dismissed the appeal. Hence, this Criminal Revision Case has been filed by the Revision Petitioner/Accused.

3.On 22.10.2025, when the matter came up for consideration, this Court had passed the following order:-

"This Criminal Revision Case is directed against the judgment passed in C.A.No.119 of 2023, dated 02.09.2025 on the file of the Principal Sessions Court, Kanyakumari District at Nagercoil, confirming the judgment in S.T.C.No.172 of 2020, dated 25.10.2023 on the file of the Judicial Magistrate, Fast Track Court (Magisterial Level), Nagercoil.

2.Heard Mr.S.Muthumalai Raja, learned counsel for the petitioner and Mr.Abrar Ahmed, learned counsel representing Mr.K.A.Ramakrishnan, for the respondent.

3.Mr.S.Muthumalai Raja, learned counsel for the petitioner submits that out of the total compensation amount of Rs.15,00,000/-, the petitioner has already deposited a sum of Rs.3,00,000/- before the trial Court. It was further submitted that the petitioner is now ready to pay the entire balance amount of Rs.12,00,000/- by way of Demand Draft in favour of the respondent on or before the next date fixed. He further submits that the petitioner is ready to compromise the matter with the respondent and after full settlement is made by the petitioner, this Court by exercising power under Section 147 of the Negotiable Instruments Act, 1881, may compound the offence.

4.Mr.Abrar Ahmed, learned counsel representing Mr.K.A.Ramakrishnan, learned counsel for the respondent submits that the petitioner has already deposited a sum of Rs.3,00,000/- before the trial Court and he has no objection, if the petitioner pays the remaining amount of Rs.12,00,000/- due to the respondent by way of Demand Draft on or before the next date fixed. He *further submits that if the petitioner pays the remaining amount of Rs. 12,00,000/- within the time stipulated by this Court, he has no objection to compromise the matter with the petitioner and this Court by exercising power under Section 147 of the Negotiable Instruments Act,1881, may compound the offence.*

5.Accordingly, after considering the arguments as advanced by the learned Counsel for the petitioner that the petitioner is ready to settle the remaining amount of Rs.12,00,000/- to the respondent and to settle the matter with the respondent, this Court grants two weeks and no more time to the petitioner to pay the aforesaid amount ie., Rs.12,00,000/-, to the respondent by way of Demand Draft, without fail. The learned Counsel for the petitioner as well as the respondent are directed to file a joint memo of compromise in this regard on or before the next date fixed.

6.Put up this case "for orders" on 20.11.2025 before the appropriate Bench."

4.This Court heard Mr.S.Muthu Malai Raja, learned counsel for the Revision Petitioner/Accused and Mr.Abrar Ahmed, learned counsel representing Mr.K.A.Ramakrishnan, learned counsel for the respondent and considered their submissions and also perused the entire materials placed on record.

5.According to the Revision Petitioner/Accused, the evidence of PW.1 and P.W2 is not trustworthy and the Respondent/Complainant had no capacity to lend such a huge amount. There is no proof that there was legally enforceable debt between the parties.

Both the courts below have committed errors in not appreciating the evidence in a proper manner and hence, the findings of the courts below are unreasonable and perverse and consequently, the Revision Petitioner/Accused is entitled for acquittal, by allowing this Criminal Revision Case.

6.On the other hand, Mr.Abrar Ahmed, learned counsel representing Mr.K.A.Ramakrishnan, learned counsel for the Complainant/Respondent submits that the cheque amount was not repaid by the Revision Petitioner/Accused. 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.

7.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 P9 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.3 and Ex.D1 to Ex.D4 were marked.

8.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.13,50,000/-. By the detailed impugned judgement of conviction and sentence, the

Trial Court had allowed the complaint of the Respondent/Complainant, imposing punishment, as stated above. Thereafter, the Revision Petitioner/Accused had filed the appeal before the lower appellate court and the lower appellate court, by confirming the judgment of the trial Court, dated 25.10.2023, vide judgement, dated 02.09.2025, had dismissed the appeal.

9.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.

10.The Trial Court had held that the Revision Petitioner/Accused has failed to rebut the presumption raised in favour of the Respondent/Complainant by his probable defence.

11.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.

12.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 one year Simple Imprisonment and to pay a compensation of Rs.15,00,000/-, in default, to undergo two months simple imprisonment.

13.Admittedly, the Revision Petitioner/Accused did not choose to let in any valid and concrete evidence, whatsoever before the Trial Court. 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.

14.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.020912, dated 25.01.2020, for a sum Rs. 13,50,000/-, drawn on Axis Bank Ltd., Saligramam Branch, Chennai, issued by the Revision Petitioner/Accused, in favour of the Respondent/Complainant towards the discharge of liability to the tune of Rs.13,50,000/-. Further, issuance of the cheque in question and dishonour of the same are also not denied by the Revision Petitioner/Accused.

15.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 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."

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

17.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.

18.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.

19.Further, the Revision Petitioner/Accused has failed to comply with the conditions imposed by this Court, vide order, dated 22.10.2025, for settling the amount of Rs.12,00,000/- to the Complainant/Respondent. This shows that the Revision Petitioner/Accused has no respect to the court orders and he is simply buying time and lingering the matter.

20.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 02.09.2025, passed in C.A.No.119 of 2023, by the learned Principal Sessions Judge, Kanyakumari District at Nagercoil, confirming the judgement of conviction and sentence, dated 25.10.2023, passed in STC.No.172 of 2020, by the Judicial Magistrate, Fast Track Court, (Magisterial Level), Nagercoil, is **confirmed.** Consequently, the connected Criminal Miscellaneous Petitions are also **dismissed**. There is no order as to costs. The File is consigned to record.

21.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. The trial Court is directed to proceed in accordance with law.

Index :Yes / No **20.11.2025**
Internet :Yes / No
NCC :Yes / No

mm

To

1.The Principal Sessions Judge, Kanyakumari District at Nagercoil

2.The Judicial Magistrate, Fast Track Court (Magisterial Level), Nagercoil.

SHAMIM A[illegible].

mm

CRL RC(MD) No. 1350 of 2025

20.11.2025