



Crl.R.C(MD)No.1391 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 03.11.2025

CORAM

THE HONOURABLE MR.JUSTICE SHAMIM AHMED

CRL.R.C.(MD)No.1391 of 2025

CRL MP(MD)No.15896 of 2025

Sreelatha, W/o.Suresh Kumar,
GRA 428, Kottara Lane, Gowrishapattom,
Pattom Post, Tiruvanandapuram

Revision Petitioner/Accused

vs.

M/s.K.P.Agencies Printing Department,
Sivakasi, Through by its Partner, P.Pownraj,
S/o.Paulraj, No.4/816, Ayyanar Colony,
Sivakasi, Virudhunagar District

Respondent/Complainant

PRAYER: This Criminal Revision Petition is filed under Sections 438 and 442 of Bharatiya Nagarik Suraksha Sanhita (BNSS), 2023, to call for the records, relating to the order dated 08.10.2025 in Crl.M.P.No.12 of 2025 in S.T.C.No.862 of 2019 on the file of the learned Judicial Magistrate No.1 at Sivakasi and set aside the same.

For Petitioner :Mr.T.Lajapathi Roy, Senior Counsel,
Assisted by, Mrs.T.Seeni Syed Amma

ORDER

1. Since the Criminal Revision Petition is disposed of at the admission stage itself and in view of the order to be passed in this petition, notice to the Respondent is dispensed with.



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2. This Criminal Revision Petition has been filed by the Revision Petitioner to set aside the impugned order dated 08.10.2025 in Crl.M.P.No.12 of 2025 in S.T.C.No.862 of 2019 on the file of the learned Judicial Magistrate No.1 at Sivakasi.

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

(a) The Respondent/Complainant Company is carrying on the business of offset printing at Sivakasi. The Revision Petitioner/ accused is one of the Directors of M/s.TES & CORC Printing and Publishing Company. The Revision Petitioner had been doing business with the Respondent/complainant. The Revision Petitioner Company had fallen due to the tune of Rs.1.44 crores and odd as on 18.03.2015.

(b) On 25.03.2015 and 12.05.2017, the Revision Petitioner/ accused along with her husband, being Directors of the said Company, had executed an acknowledgment of liability in non judicial stamp paper. In order to discharge the above said due, the Revision Petitioner had issued a cheque, bearing No.014097, dated 29.08.2018 for Rs.1,00,00,000/- drawn on Central Bank of India, Rishimangalam Branch, in favour of the complainant towards part



payment.

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(c) When the said cheque was presented for encashment on 30.08.2018, it was dishonoured with the endorsement “Funds Insufficient”. Hence, the Respondent/ complainant had sent a legal notice, dated 19.09.2019 to the Revision Petitioner, demanding to pay the cheque amount within 04.10.2018. Since there was no response from the Revision Petitioner/ accused, the Respondent/ complainant had filed a complaint in STC.No.862 of 2019 before the Trial Court for the offence under Section 138 of the Negotiable Instruments Act, for recovery of the cheque amount.

(d) At the stage when the evidence of both sides was completed and when the case was pending for arguments, the Revision Petitioner/ accused had filed Cr.MP.No.12 of 2025 under Section 39 of the Bharathiya Sakshiya Adhiniyam, 2023, before the Trial Court, seeking to send Ex.D1, sale agreement, dated 17.06.2014 to the Regional Forensic Science Laboratory, Madurai, for examining the disputed signature of the complainant contained therein with the admitted signature of the complainant found in the vakalatnama. By the impugned order, the Trial Court had dismissed the said petition,



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seeking to send the documents for expert opinion. Hence, this Criminal Revision Case has been filed by the Revision Petitioner/ accused.

(e) The signature of the Revision Petitioner/ accused on the cheque, bearing No.014097, dated 29.08.2018 for Rs.1,00,00,000/- drawn on Central Bank of India, Rishimangalam Branch, issued by the Revision Petitioner/ accused, in favour of the Respondent/ complainant towards part payment was not denied.

4. Heard Mr.T.Lajapathi Roy, the learned Senior Counsel, assisted by, Mrs.T.Seeni Syed Amma, the learned Counsel appearing for the Revision Petitioner and also perused the materials placed on record.

5. According to the Revision Petitioner/ accused, during the cross examination, the Respondent/ complainant denied his signature found on the said sale agreement, dated 17.06.2014 and hence, to prove that the signature in the said document is that of the Respondent/ complainant, both the sale agreement and the vakalatnama of the Respondent/ complainant should be sent for expert opinion.

6. It is the case of the Respondent/ complainant that the disputed signature must be compared only with admitted signatures from the



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contemporaneous documents and hence, the sale agreement, which is of the year 2014 and the vakalatnama, which is of the year 2018 cannot be sent for comparison by an expert, when there is sufficient testimony available, in this regard and the Revision Petitioner/ accused had not denied his signature on the cheque, bearing No.014097, dated 29.08.2018 for Rs.1,00,00,000/- drawn on Central Bank of India, Rishimangalam Branch, issued in favour of the complainant towards part payment.

7. The further case of the Respondent/ complainant is that the relief sought for by the Revision Petitioner/ accused to send the Respondent/ complainant's signature found in the sale agreement, dated 17.06.2014 and the signature found in the vakalatnama filed by the Respondent/ complainant for expert opinion, be refused.
8. It is well established that the disputed signatures or documents must be compared with the admitted signatures or documents from the same time period (contemporaneous period). It is well settled that opinion of an expert cannot be more reliable than the statement of witnesses on fact and a finding cannot be based on sole testimony of an expert opinion. Therefore, a party to a proceeding cannot be permitted to adduce expert



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opinion as evidence, unless it is necessary for the court to form an opinion on such aspect.

9. In this case, the vakalatnama was filed in the year 2018 and the sale agreement is dated 17.06.2014. Thus, there is a gap of about four years between the said documents. Hence, they cannot be considered as contemporaneous signatures, when there is sufficient testimony of the witness available, as observed by the Trial Court in the impugned order, dated 08.10.2025 that the husband of the Revision Petitioner had stated that the Respondent/ complainant signed it. Further, no contemporaneous document or signature has been produced before the Trial Court for such exercise.

10. The Trial Court is competent to look into and find out the signature whether it is similar or not. Even if it is allowed, it is not going to help to the Trial Court in effectively adjudicating the lis, more particularly, in the light of the admitted legal position that expert's opinion evidence as to handwriting or signatures can ever take the place of substantive evidence. Therefore, no useful purpose would be served in sending the said documents for the expert opinion, since nowhere, the Revision Petitioner/ accused has denied his signature on the



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cheque, bearing No.014097, dated 29.08.2018 for Rs.1,00,00,000/- drawn on Central Bank of India, Rishimangalam Branch, issued in favour of the Respondent/complainant towards part payment. Thus, the plea taken by the Revision Petitioner/ accused for sending the said sale agreement, dated 17.06.2014 and the said vakalatnama, which is of the year 2018, for expert opinion, appears to be only to delay the trial and only with an intention of diverting the case from its main issue.

11. When a signature on a document is disputed, it can be proved through the testimony of the witnesses and other means. In the impugned order, the Trial Court has also observed that the sale agreement, dated 17.06.2014 had already been marked as Ex.D1 during the evidence of the Revision Petitioner/ accused and that although the Respondent/ complaint has denied the signature on the said sale agreement, the husband of the Revision Petitioner has testified that the Respondent/ complainant signed it. Hence, there is no necessity to send the said documents for expert opinion.

12. Moreover, the present case, which is one under Section 138 of the Negotiable Instruments Act, is at the stage of arguments. At this stage, it appears that the petition seeking expert opinion has been filed only to



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delay the proceedings. In the instant case, this Courts is of the view that the expert opinion sought to be required does not have any bearing on the issue, as this Court feels that there is no necessity to form an opinion with an assistance of an expert, that too, when there is evidence of a witness in this regard available, as observed by the Trial Court.

13.In this case, the main issue is one under Section 138 of the Negotiable Instrument Act, relating to the cheque, bearing No.014097, dated 29.08.2018 for Rs.1,00,00,000/- drawn on Central Bank of India, Rishimangalam Branch, issued by the Revision Petitioner in favour of the complainant towards part payment.

14.As stated above, anywhere the Revision Petitioner/ accused has not denied his signature on the cheque, bearing No.014097, dated 29.08.2018 for Rs.1,00,00,000/- drawn on Central Bank of India, Rishimangalam Branch, issued in favour of the complainant towards part payment.

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:-

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“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



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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 judgment 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 lose 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 judgment 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



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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 signature on the cheque, the presumption comes into play in favour of the respondent/complainant. Realising the said legal position only, the petition, seeking to send some other documents, viz. sale agreement and the vakalatnama, referred to above, for expert opinion, has been filed by the Revision Petitioner/accused, only with a view to protract the main case, pending before the court below and to divert the case from its main issue and further with the intention to delay the proceedings of the main case. Hence, such type of exercise cannot be allowed.

19. In view of the above discussions and reasons and in the light of the decisions referred to above, this Court is of the view that the Trial Court has rightly passed the impugned order, dismissing the petition, seeking to send the documents for expert opinion and there is no illegality or perversity in the impugned order of the court below, which warrants interference by this Court and accordingly, this Criminal Revision Case is liable to be dismissed.



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20. In the result, this Criminal Revision Case is dismissed. There is no order as to costs. Consequently, the connected Criminal Miscellaneous Petition is closed. The file is consigned to record.

21. The Trial Court is directed to conclude the trial, without giving any unnecessary adjournment to either of the parties, expeditiously, in accordance with law.

03.11.2025

Index: Yes/No
Web: Yes/No
Speaking/Non Speaking
Neutral Citation
Srcm

To:

1. The Judicial Magistrate, FTCt at Magisterial Level, Palani
2. The Additional Public Prosecutor, Madurai Bench of Madras High Court, Madurai.



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SHAMIM AHMED, J.

Srem

Order made in
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