BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 06.11.2025

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THE HONOURABLE MR.JUSTICE SHAMIM AHMED

CRL.R.C.(MD)No.1406 of 2025
CRL MP(MD)No.16375 of 2025

K.Murugesan, S/o.Kumarasamy Gounder,
No.3, Andiappa Thevar Layout, Viswasapuram
Saravanampattai Post,
Coimbatore 641035 Revision Petitioner/Accused

vs.

K.Nagaraj, S/o.Kanagaraj, 110B,
Sarkarpathy Post, Sethumadai, Pollachi,
Coimbatore Respondent/Complainant

PRAYER: This Criminal Revision Petition is filed under Sections 438 and 442 of the Bharatiya Nagarik Suraksha Sanhita (BNSS), 2023, to call for the records, relating to the order, dated 08.10.2025, passed in Crl.MP.No. 01 of 2025 in STC.No.2145 of 2025, by the Judicial Magistrate No.1, Dindigul and to set aside the same.

For Petitioner :Mr.A.Tamilarasan

ORDER

1. Since this Criminal Revision Petition is disposed of, at the admission stage itself, notice to the Respondent is dispensed with.
2. This Criminal Revision Petition has been filed to call for the records,

relating to the order, dated 08.10.2025, passed in MP.No.01 of 2025 in STC.No.2145 of 2025, by the Judicial Magistrate No.1, Dindigul and to set aside the same.

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 Revision Petitioner/Accused is the Power Agent of one Rajeswari, who possessed certain land properties. The Respondent/Complainant had paid an advance of Rs.5,00,000/- for the purchase of a land, measuring 5 cents and 134 sq.ft. to the Revision Petitioner/Accused and an sale agreement, dated 23.10.2024 was entered into between them. On the same day, the Respondent/Complainant had paid a sum of Rs.1,00,000/- through G-Pay and on 25.10.2024, Rs.2,00,000/- by cash and on 27.10.2024, Rs.3,00,000/- by cash, to the Revision Petitioner/Accused and also made endorsements in the said sale agreement to that effect. Thereafter, the Respondent/Complainant had paid a sum of Rs. 90,000/- on 07.11.2024 through G-Pay, a sum of Rs.6,00,000/- through Bank Transfer and Rs.4,10,000/- through Bank Transfer. In all, a sum of Rs.22,00,000/- was paid to the Revision

Petitioner/Accused. Acknowledgments were also made in the said sale agreement to that effect.

(b) Since the Revision Petitioner/Accused failed to obtain necessary approval for the said land, on demand, only a sum of Rs.3,00,000/- was repaid by the Revision Petitioner/Accused to the Respondent/Complainant. For the balance amount of Rs.19,00,000/- to be repaid by the Revision Petitioner/Accused, the Revision Petitioner/Accused had issued a cheque, bearing No. 060107887912195001, dated 11.03.2025, drawn on CSB Bank, Saravanampatti Branch, Coimbatore in favour of the Respondent/Complainant.

(c) When the said cheque was presented for encashment on 07.05.2025, it was dishonoured on 08.05.2025 with the endorsement "Funds Insufficient". Hence, the Respondent/ complainant had sent a legal notice, dated 22.05.2025 to the Revision Petitioner/Accused, demanding to pay the cheque amount within 15 days. Since there was no response from the Revision Petitioner/Accused, the Respondent/Complainant had filed a complaint in STC.No.2145 of 2025, before the Trial Court for the offence under Sections 138 and

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

(d) Thereafter, the Respondent/Complainant was examined as PW.1 and Ex.P1 to P6 were marked. Ex.P6 is the said sale agreement, dated 23.10.2024. The evidence on the side of the Respondent/ Complainant was closed. At the stage when the evidence on the side of the Revision Petitioner/Accused was about to be commenced, the Revision Petitioner/Accused had filed the present Petition in Crl.MP.No.01 of 2025, under Section 39 of the Bharathiya Sakshiya Adhiniyam, 2023, before the Trial Court, seeking to send Ex.P6, sale agreement, dated 23.10.2024 for expert opinion, on the ground that the signature found in Ex.P6 is not his signature and it was a forged document. The said Petition was resisted by the Respondent/Complainant, by filing a counter affidavit before the Trial Court, contending that all the writings, endorsements and signature found in Ex.P6 are that of the Revision Petitioner/Accused and hence, it need not be sent for expert opinion. By the impugned order, the Trial Court had dismissed the said petition, seeking to send the said sale agreement, Ex.P6, dated 23.10.2024. As against the same, 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.060107887912195001, dated 11.03.2025, drawn on CSB Bank, Saravanampatti Branch, Coimbatore, issued by the Revision Petitioner/ accused, in favour of the Respondent/ complainant towards the discharge of liability to the tune of Rs.19,00,000/- was not denied.

4. This Court heard Mr.A.Tamilarasan, the learned counsel for the Revision Petitioner/Accused and also perused the materials placed on record.

5. According to the Revision Petitioner/Accused, the sale agreement, Ex.P6, dated 23.10.2024 is a forged document, as the handwritings and signatures found in the same are not his handwritings and signatures and hence, to prove that the signatures and the handwritings in the said document are not that of the Revision Petitioner/Accused, the said sale agreement should be sent for expert opinion.

6. It was the case of the Respondent/Complainant before the Trial Court that the Revision Petitioner/Accused did not deny or object the sale

agreement, Ex.P6, dated 23.10.2024, which referred to in the notice, Ex.P5 and also at the time of marking the said sale agreement, as Ex.P6, during the evidence of the Respondent/Complainant. The Revision Petitioner/ accused had not denied his signature on the cheque, bearing No.060107887912195001, dated 11.03.2025, drawn on CSB Bank, Saravanampatti Branch, Coimbatore, issued by the Revision Petitioner/ accused, in favour of the Respondent/ complainant to discharge the liability to the tune of Rs.19,00,000/-. Hence, the relief sought for by the Revision Petitioner/ accused to send the sale agreement, Ex.P6, dated 23.10.2024, for expert opinion, be refused.

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

8. In this case, in the impugned order, dated 08.10.2025, the Trial Court has observed that at the time of questioning the Revision Petitioner/Accused under Section 274 of BNSS, the Revision Petitioner/ accused had stated that the signature found in the cheque in question is

his signature, but it was not filled up by him. It was also observed by the Trial Court that it was not satisfactorily explained by the Revision Petitioner/Accused as to how the cheque in question came to the possession of the Respondent/Complainant and that there was no supporting material for sending the sale agreement, Ex.P6, dated 23.10.2024 for expert opinion. Finding so, by the impugned order, dated 08.10.2025, the Trial Court had refused to send the sale agreement, Ex.P6, dated 23.10.2024, for expert opinion.

9. 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 handwritings or signatures can ever take the place of substantive evidence. Therefore, no useful purpose would be served in sending the said document for the expert opinion, since in this case, nowhere, the Revision Petitioner/ accused has denied his signature on cheque, bearing No.060107887912195001, dated 11.03.2025, drawn on CSB Bank, Saravanampatti Branch, Coimbatore, issued by the Revision Petitioner/ accused, in favour of the Respondent/

complainant to discharge liability to the tune of Rs.19,00,000/-. Thus, the plea taken by the Revision Petitioner/ accused for sending the said sale agreement, Ex.P6, dated 23.10.2024 appears to be only to delay the trial and only with an intention of diverting the case from its main issue.

10.When a signature on a document is disputed, it can be proved through the testimony of the witnesses and other means. As stated above, in the impugned order, the Trial Court has also observed that at the time of questioning the Revision Petitioner/Accused under Section 274 of BNSS, he had stated that the signature found in the cheque in question is his signature, but it was not filled up by him. It was also observed by the Trial Court that it was not satisfactorily explained by the Revision Petitioner/Accused as to how the cheque in question came to the possession of the Respondent/Complainant and that there was no supporting material for sending the sale agreement, Ex.P6 for expert opinion. Hence, there is no necessity to send the said document for expert opinion.

11.Morever, the present case, which is one under Section 138 of the Negotiable Instruments Act, is at the stage of evidence to be commenced on the side of the Revision Petitioner/Accused. At this stage, it appears that the Petition, seeking expert opinion has been filed only to 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 are categorical findings of the Trial Court, available.

12.In this case, the main issue is one under Section 138 of the Negotiable Instrument Act, relating to the cheque, bearing No. 060107887912195001, dated 11.03.2025, drawn on CSB Bank, Saravanampatti Branch, Coimbatore, issued by the Revision Petitioner/ accused, in favour of the Respondent/ complainant to discharge the liability to the tune of Rs.19,00,000/-.

13.As stated above, anywhere the Revision Petitioner/ accused has not denied his signature on the cheque, bearing No.060107887912195001, dated 11.03.2025, drawn on CSB Bank, Saravanampatti Branch, Coimbatore, issued by the Revision Petitioner/ accused, in favour of the Respondent/ complainant to discharge the liability to the tune of Rs. 19,00,000/-.

14. 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."

15.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 loose its sanctity merely due to the fact that the same has been filled in by some other person.

16.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 onus would still be on the accused to prove the cheque was not issued for discharge of debtor liability by adducing evidence.

17.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 document, viz. sale agreement, Ex.P6, dated 23.10.2024 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.

18.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.

19.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.

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

06.11.2025

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

To:

1. Judicial Magistrate No.1, Dindigul

2. The Additional Public Prosecutor, Madurai Bench of Madras High Court, Madurai.

SHAMIM AHMED, J.

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Crl.R.C(MD)No.1406 of 2025

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