



CRL A No.215 of 2022

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 27.11.2025

DELIVERED ON : 25.02.2026

CORAM

THE HONOURABLE MR JUSTICE M. NIRMAL KUMAR

CRL A No. 215 of 2022

P.Jagadeesan Chettiar
S/o. M. Padmanabha Chettiar,
Residing at Door No.6/2021,
Singasamudram, G.C.S. Kandigai,
Pallipattu Taluk,
Thiruvallur District.

Appellant(s)/Complainant

Vs

P.Vasanthamani
W/o. Late. C. Palanisamy,
Old No. 2/39, New No. 2/465,
Andipalayam, Tiruppur Taluk,
Tiruppur District.

Respondent(s)/Accused

PRAYER: The Criminal Appeal filed under Section 378 of Cr.P.C., praying to set aside the judgment of acquittal dated 28.10.2021 passed by the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Ambattur in C.C.No.89 of 2018 and allow the above Criminal Appeal.

For Appellant : Mr.A.Govindarajan and
Mr.Nandhakumar
For Ms.C.Uma

For Respondent(s): Mr.A.Nagarajan
for Mr.V.Anandamoorthy



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J U D G M E N T

The appellant as complainant filed a private complaint in C.C.No.89 of 2018 for offence under Section 138 of the Negotiable Instruments Act against the respondent. The trial Court, by judgment dated 28.10.2021, dismissed the complaint and acquitted the respondent, against which, the present appeal is filed.

2.The gist of the complaint is that the respondent/accused is the owner of land measuring an extent of 1 Acre 43 cents in S.No.246 in Andipalayam Village, Tiruppur Taluk, Tiruppur District and agreement for sale entered between the appellant along with one S.P.Natarajan with the respondent on 01.09.2014. The respondent agreed to sell the property at the rate of Rs.2,05,000/- per cent, totalling a sum of Rs.2,93,15,000/- to the appellant. The appellant as per the said agreement paid a sum of Rs.90,00,000/-, which was contributed by the appellant, his father-Padmanabha Chettiyar, his brother Shanmugam Chettiyar, his uncle-Dhananjayan Chettiyar and cousin brothers, Ravi Chettiyar and Dilli Babu Chettiyar and the respondent failed to honour the terms of the sale agreement and fraudulently sold the agreed property to third parties and made huge profits. The appellant along with his father, brother and relatives, who lent money to him, approached the



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respondent for refund of the sum of Rs.90,00,000/- along with interest. The respondent gave cheques during second week of October, 2017 to the appellant and others as security for the amount received and promised to repay the amount well before the cheque date. However, till the end of October, 2017, the respondent failed to pay back the amount. Hence, legal notice dated 15.11.2017 sent to the respondent to refund the sum of Rs.90,00,000/- along with 18% interest. Thereafter too, the respondent not paid the amount and responded to the notice. Hence, the cheque was presented during December, 2017 in the complainant's bank, namely, Indian Overseas Bank, Nolambur Branch, Chennai and the cheque returned for the reason 'funds insufficient' by bank memo dated 26.12.2017. Thereafter, statutory notice issued on 12.01.2018. The respondent received the statutory notice, thereafter neither paid the cheque amount nor sent any reply. Hence, complaint filed before the trial Court.

3. During trial, the complainant examined himself as PW1 and marked six documents, viz., Ex.P1-Sale Agreement dated 01.09.2014, Ex.P2-Legal Notice dated 15.11.2017, Ex.P3-Cheque dated 15.10.2017 for Rs.23,00,000/-, Ex.P4-Bank return memo dated 26.12.2017, Ex.P5/Statutory notice dated 12.01.2018 and Ex.P6-Postal Acknowledgement card. On the side of the



defence, one Kamal examined as DW1 but no documents marked. On conclusion of trial, the trial Court dismissed the complaint.

4.The contention of the learned counsel for the appellant is that the trial Court had given undue importance to the answers given by the appellant in his cross examination, taking the answer in isolation without considering the context to which the answer given. In this case, the respondent not denied the cheque/Ex.P3 and the signature. Her defence is that Ex.P1-agreement for sale was between the appellant, S.P.Natarajan, partner of the appellant, and respondent. It was S.P.Natarajan, who paid advance amount of Rs.50,00,000/- on 01.09.2014. Thereafter on 04.09.2014, he paid Rs.10,00,000/- and on 18.12.2014 he paid Rs.5,00,000/- towards part amount of sale consideration and the respondent never met the appellant and not paid any amount. She further makes a claim that this advance amount of Rs.65,00,000/- repaid to S.P.Natarajan, hence, there is no liability with appellant, without examining S.P.Natarajan and producing any documents.

5.The further defence taken by the respondent is that as per the sale agreement/Ex.P1, the balance sale amount to be paid within a period of eight months and if not paid, the advance amount gets forfeited. Ex.P2-Legal notice dated 15.11.2017 issued prior to the presentation of cheque, in which,



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the appellant claimed he paid a sum of Rs.25,00,000/- as advance on the date of agreement for sale. Further the balance of Rs.25,00,000/- paid by S.P.Natarajan. Further in that notice there are reference to the family members of the appellant paying a sum of Rs.90,00,000/-. For this liability issued security cheques for Rs.90,00,000/- and executed 11 pro-notes for Rs.1,10,00,000/-. In the said notice, it was specifically averred that within a period of six months of the agreement of sale dated 01.09.2014, the property sold to third person which is well before eight months period. Hence, the respondent and one Murthy were called to refund the sum of Rs.90,00,000/-. Though receipt of this notice not denied and no reply sent, an adverse inference to be taken. After presentation of cheque and its dishonour, statutory notice/Ex,P5 under Section 138 of the Negotiable Instruments Act issued on 12.01.2018, in which, again the sale agreement, receipt of advance amount from the appellant reiterated. Added to it, the respondent received the amount of Rs.1,38,00,000/- and issued cheques in discharge of liability for the amount received from the appellant and 7 of his family members. The appellant was cross examined in detail to this fact on several dates. The appellant and his father, brother all residing in a joint family. The other family members filed a private compliant under Section 138 of the Negotiable Instruments Act independently and a criminal complaint to the



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District Crime Branch and also filed civil suits. When it was questioned with the appellant, he confirmed family members taken steps against the respondent before various forums, but he was not aware about the case details, which is blown out of proportion. Further the appellant admit that the amount of Rs.25,00,000/-, which the appellant paid to the respondent, was collected from his father, the trial Court finding that in the absence of examining the appellant's father, there is no liability proved and dismissing the complaint is not proper. The non examination of S.P.Natarajan projected against the appellant is also not proper. When the specific stand taken by the respondent is the amount received as per Ex.P1 later repaid to S.P.Natarajan, then it is for the respondent to prove the same.

6.The learned counsel further submitted that the appellant categorically stated that S.P.Natarajan is not his relative and he is known to the respondent. The trial Court based its finding on Ex.P1-Sale agreement, is not proper. A stray answer given by the appellant that it was appellant's father, who collected the cheque from the respondent and hence the transaction is only between the appellant's father and the respondent, is also not proper. The appellant fairly admitted that appellant's father as head of the family negotiated for sale, agreed to lay out the property and to sell as plots, the



appellant and his siblings and cousins independently joined this venture, contributed and paid the respondent pursuant to Ex.P1. The trial Court given undue importance that as per Ex.P1, the respondent received Rs.50,00,000/- initially and thereafter another Rs.10,00,000/- and Rs.5,00,000/-, in total, Rs.65,00,000/-. If that is so, 50% of Rs.65,00,000/- would be Rs.32,50,000/- and cheque amount should be for only Rs.32,50,000/- and not Rs.23,00,000/- and how this Rs.23,00,000/- arrived at, there is no explanation is also not proper.

7.He further submitted that when the trial Court found that the statutory presumption under Sections 118 and 139 proved, then it is for the respondent to probabalise her defence that the cheque was not issued for any liability. In this case, the specific stand is that the amount was repaid to S.P.Natarajan and he had not returned the cheques and pro-notes, which were taken as security at the time of entering the sale agreement, no steps taken to examine S.P.Natarajan. On the other hand, the respondent examined one Kamal as defence witness, who is the Ward Secretary of a political party and the respondent belongs to the same political party. The evidence of DW1 is that the respondent was a Counsellor during the period from 2011 to 2016 and he was present along with one Murthy, both as attested witness in Ex.P1,



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executed by S.P.Natarajan and appellant with respondent and the specific case is that the appellant not present at the time of entering the sale agreement/Ex.P1 are without substance. The trial Court failed to look into the fact that DW1 confirms signature of the appellant is found in Ex.P1. Likewise the trial Court had given undue importance to Ex.P2-Legal notice issued prior to deposit of the cheque/Ex.P3.

8.He further submitted that in this case, DW1 confirms that he is a Ward Secretary of a political party and the respondent is a counsellor both belong to same political party. DW1 is an interested witness due to his acquaintance with the respondent. The trial Court found that the appellant is unable to give any answer with regard to the agreement for sale/Ex.P1 and subsequent transaction and unable to give any answers and admits that his father Padmanabha Chettiyar done the transactions. Failing to look into the fact that Padmanabha Chettiyar filed a case against the respondent in C.C.No.20 of 2018 before the learned Judicial Magistrate, Pallipattu, in that case, the respondent examined herself as DW1. There again she takes a stand that the appellant collected the cheques from his father and filed the above case. Further the trial Court failed to consider though the lock-in period as per Ex.P1 is eight months, in this case after receipt of substantial amount



pursuant to the sale agreement/Ex.P1 but within a period of six months the respondent sold the property to third person made huge profits but not returned the advance amount. There was no denial with regard to Ex.P2/Legal notice issued prior to the presenting of the cheque and to the statutory notice/Ex.P5. Hence, finding of the trial Court is on a wrong appreciation of evidence, which is perverse and to be set aside.

9.In support of his contention, the learned counsel for appellant relied upon the decision of the Hon'ble Apex Court in the case of ***T.P.Murugan (Dead) through Legal Representatives vs. Bojan***, reported in ***2018 8 SCC 469*** for the point that once the drawer of the cheque admitted that the cheque and pro-note signed by him, presumption under Section 139 of the Negotiable Instruments Act come into play. Further relied on the judgment in the case of ***Ripudaman Singh vs. Balkrishna*** reported in ***(2019) 4 SCC 767*** for the point that a payment which is made in pursuance of an agreement is hence a payment made in pursuance of a duly enforceable debt or liability for the purpose of Section 138 of N.I. Act. Further relied on the judgment in the case of ***Uttam Ram vs. Devinder Singh Hudan and another*** reported in ***(2019) 10 SCC 287*** for the point that when the findings recorded by the trial Court is on total misreading of the statutory provisions more so when the accused has not



led any evidence to rebut the presumption of consideration, further cross-examination on the prosecution witness is not sufficient to rebut the presumption of consideration. Further relied on the judgment in the case of ***Sumeti Vij vs. Paramount Tech Fab Industries*** reported in ***(2022) 15 SCC 689***, for the point that when there was no response by the accused at any stage either when the cheques issued, or after the presentation to its banker, or when the same got dishonoured, or after the legal notices served informing the accused that the cheques not honoured and when the materials and documents produced by the complainant and the accused failed to rebut the presumption under Section 139 of N.I. Act, the statement of accused recorded under Section 313 of the Code is not a substantive evidence of defence. Hence, the learned counsel prayed to allow this appeal.

10.The learned counsel for the respondent submitted that in this case the appellant failed to prove his case beyond all reasonable doubt. Considering the evidence and materials produced by the appellant and respondent, the trial Court by a well reasoned judgment dismissed the complaint. The appellant's case is that there was an agreement of sale for a property at Tiruppur, which the respondent inherited through her husband and the sale was for 1.43 acres of land and the sale price fixed is Rs.2,05,000/-



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per cent. Further the sale agreement entered on 01.09.2014 between S.P.Natarajan and appellant with the respondent. As per the sale agreement, Rs.50,00,000/- paid on 01.09.2014 and another Rs.10,00,000/- paid on 04.09.2014 and lastly, Rs.5,00,000/- paid on 18.12.2014. The appellant admits that both the appellant and S.P.Natarajan both contributed equally for this advance amount and further payments made. As per Ex.P1, the balance amount to be paid and sale to be completed within a period of eight months. In this case, admittedly, within this period balance amount not paid and sale could not be effected. Three years thereafter, on 15.11.2017, a legal notice issued confirming the sale agreement dated 01.09.2014 entered by the appellant and S.P.Natarajan with the respondent and the S.P.Natarajan paying Rs.25,00,000/- and appellant paying Rs.25,00,000/-. Further though it is claimed that appellant paid a sum of Rs.40,00,000/- one month after the date of the agreement of sale and paid another Rs.25,00,000/- to get lay out approval, the date and payment details not given. This notice was issued to the respondent and to one P.Murthy, S/o.Palanisamy Gounder. It is further stated that P.Murthy paid back Rs.25,00,000/- to S.P.Natarajan with interest but not paid the appellant, which is the specific assertion by the appellant.



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11.He further submitted that the respondent examined DW1, who is a attesting witness to Ex.P1, who confirms that the appellant was not available in Tiruppur when Ex.P1 executed. S.P.Natarajan and the respondent alone signed Ex.P1 and DW1 and P.Murthy signed as witness to the document. The specific case of the respondent is that money received from S.P.Natarajan, which was repaid to him along with interest. Coupled with Ex.P2/Legal notice, wherein P.Murthy is the second noticee along with the respondent. The said Murthy is the witness to Ex.P1. In such circumstances, it is imperative for the appellant to examine S.P.Natarajan and Murthy, which he failed to do so. He further submitted that as per Ex.P5/Statutory notice under Section 138 of N.I. Act, it is projected that respondent, issued cheques to appellant and his family members including his father in total to the tune of Rs.1,38,00,000/- through bearing Cheque No.555151 for Rs.23,00,000/-, No.555152 for Rs.23,00,000/-, No.555159 for Rs.23,00,000/-, No.555160 for Rs.13,00,000/-, No.555161 for Rs.23,00,000/-, No.555162 for Rs.10,00,000/-, No.555163 for Rs.13,00,000/- and No.555164 for Rs.10,00,000/-, which were given in tabulation. Further, in that tabulation the name of the payee also given, wherein the appellant claims that the respondent issued cheque for Rs.23,00,000/- to the appellant. When the



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specific case of the appellant is that as per Ex.P2, the respondent received Rs.65,00,000/- and 50% of the same will be Rs.32,50,000/-. Further in Ex.P5/Statutory notice, it is stated that the appellant apart from paying Rs.25,00,000/- on the date of agreement, he paid Rs.40,00,000/- one month thereafter and another sum of Rs.25,00,000/- to the said P.Murthy. Thus, how the amount of Rs.23,00,000/- arrived at in the statutory demand notice not known.

12.He further submitted that the family member of the appellant namely M.Padmanabha Chettiyar filed a case against the respondent in C.C.No.20 of 2018, M.Dhananjayan Chettiyar filed a case under Section 138 of N.I. Act in C.C.No.21 of 2018, P.Shanmuga Chettiyar filed a case in C.C.No.22 of 2018, Ravi Chettiyar filed a case in C.C.No.23 of 2018, Dilli Babu Chettiyar filed a case in C.C.No.24 of 2018, all before the District Munsif-cum-Judicial Magistrate, Pallipet for identical facts and claim. The learned Judicial Magistrate, Pallipet, by judgment dated 27.06.2025, dismissed all complaints. When the appellant was questioned with regard to the cases filed by his family members for offence under Section 138 of the N.I. Act against the respondent in Pallipet Court, he admits that cases filed but unable to give any details. Likewise, for the complaint given to District



Crime Branch against S.P.Natarajan, he admits the same and confirms he has good relationship with S.P.Natarajan.

13.Added to it, the appellant was questioned with regard to the agreement for sale/Ex.P1, payments made to P.Murthy for layout approval, laying of road and other incidental work. For these questions, the appellant's answer is that his father Padmanabha Chettiyar was only dealing with the sale agreement and hence, he is not aware of it. Thus, except being a name lender, the appellant is not aware about any of the transactions with the respondent and to prove the same, the respondent examined DW1, who confirms that appellant was not present in Tiruppur when Ex.P1 executed. The specific case of the appellant is that several blank cheques and pro-notes received by the appellant's father, issued during this sale agreement. These cheques were received as security, which is admitted in Exs.P2 and P5. When the appellant admits receipt of security cheques and unable to give any details with regard to the transaction and payments, the claim that the cheque/Ex.P3 issued in discharge of liability cannot be straightaway accepted only for the reason signature in Ex.P2 not disputed. The statutory presumption under Sections 118 and 139 is limited with regard to issuance of cheque. When the transaction and liability disputed, the statutory presumption revert back to the



appellant/complainant, thereafter it is for the appellant to prove his case beyond all reasonable doubt. In this case, the appellant miserably failed to prove his case beyond all reasonable doubt and considering the same, the trial Court by a well reasoned judgement dismissed the complaint.

14.The learned counsel for the respondent in support of his contention relied upon the decision of the Hon'ble Apex Court in the case of ***Kundan Lal Rallaram vs. The Custodian, Evacuee Property Bombay*** reported in ***AIR 1961 SC 1316*** for the point that the evidence required to shift the burden need not necessarily be direct evidence, i.e., oral or documentary evidence or admissions made by opposite party, it may comprise circumstantial evidence or presumptions of law or fact. Further relied on the judgment in the case of ***Thakur Virendra Singh vs. Vimal Kumar*** reported in ***(1977) 1 SCC 718*** for the point that Section 114(g) of Evidence Act is to draw adverse inference from failure to examine material witness. Further relied upon the case of ***Chandrappa and others vs. State of Karnataka*** reported in ***(2007) 4 SCC 415***, wherein principles regarding powers of the Appellate Court while dealing with an appeal against an order of acquittal has been illustrated as follows:



“(1) An appellate court has full power to review, re-appreciate and reconsider the evidence upon which the order of acquittal is founded;

(2) The Code of Criminal Procedure, 1973 puts no limitation, restriction or condition on exercise of such power and an appellate court on the evidence before it may reach its own conclusion, both on questions of fact and of law;

(3) Various expressions, such as, ‘substantial and compelling reasons’, ‘good and sufficient grounds’, ‘very strong circumstances’, ‘distorted conclusions’, ‘glaring mistakes’, etc. are not intended to curtail extensive powers of an appellate court in an appeal against acquittal. Such phraseologies are more in the nature of ‘flourishes of language’ to emphasise the reluctance of an appellate court to interfere with acquittal than to curtail the power of the court to review the evidence and to come to its own conclusion;

(4) An appellate court, however, must bear in mind that in case of acquittal, there is double presumption in favour of the accused. Firstly, the presumption of innocence is available to him under the fundamental principle of criminal jurisprudence that every person shall be presumed to be innocent unless he is proved guilty by a competent court of law. Secondly, the accused having secured his acquittal, the presumption of his innocence is further reinforced, reaffirmed and strengthened by the trial court;

(5) If two reasonable conclusions are possible on the basis of the evidence on record, the appellate court should not disturb the finding of acquittal recorded by the trial court.”



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15.He further relied on the judgments in the case of ***Ghurey Lal vs. State of Uttar Pradesh*** reported in ***(2008) 10 SCC 450*** and ***Ballu @ Balram @ Balmukund and another vs. The State of Madhya Pradesh*** reported in ***2024 INSC 258 (Criminal Appeal No.1167 of 2018)***, wherein the above guidelines reiterated. Further relied upon the judgment in ***Santhi.C. vs. Mary Sherly and another*** reported in ***2011 SCC OnLine Ker 4173*** for the point that “execution” is different from “issuance” of cheque. “Issue” means, to “give something to somebody”. Issuance of cheque does not mean drawing of cheque. Proof of issuance or giving of cheque by accused to complainant alone will not suffice to constitute offence under Section 138 of N.I. Act. Hence, prayed for dismissal of the appeal.

16.Considering the submissions made and on perusal of the material, it is seen that the case projected by the appellant/complainant is that the appellant along with S.P.Natarajan entered a sale agreement with respondent on 01.09.2014 for sale of 1.43 acres of land in Tiruppur. The sale price fixed at Rs.2,05,000/- per cent and at the time of entering the agreement, a sum of Rs.50,00,000/- paid as advance, i.e., Rs.25,00,000/- by S.P.Natarajan and Rs.25,00,000/- by appellant to the respondent. As per the sale agreement,



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within a period of eight months, the balance amount to be paid and sale to be completed. If there is any default in payment within the period of eight months, the advance amount get forfeited and Ex.P1 gets terminated. In Ex.P1, there is an endorsement that on 04.09.2014, an amount of Rs.10,00,000/- paid and on 18.12.2014, Rs.5,00,000/- paid, all happened in the year 2014. Thereafter, nothing happened as per the agreed conditions. The sale agreement lost its force.

17.This being so, three years thereafter, on 15.11.2017, legal notice issued to the respondent and one P.Murthy, reiterating the sale agreement dated 01.09.2014. Added to it, it is alleged that the appellant apart from paying Rs.25,00,000/-, one month after the date of sale agreement, paid Rs.40,00,000/- and another sum of Rs.25,00,000/- to P.Murthy to get the layout approval, laying the road and for other incidental work. But the details with regard to further payment of Rs.40,00,000/- and Rs.25,00,000/- not provided. In the same notice, both the respondent and P.Murthy given last chance, alleging both are jointly or severally liable to refund the sum of Rs.90,00,000/-. In that notice, there is no reference to Ex.P3-cheque dated 15.10.2017. But in the statutory notice/Ex.P5 it is alleged, cheque presented on 22.12.2017 and returned on 26.12.2017 for the reason 'funds insufficient'.



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Thereafter, Ex.P5-statutory notice under Section 138 of N.I. Act issued on 12.01.2018. In the statutory notice, again the sale agreement, fixation of price for the land and payment of Rs.90,00,000/- projected by the appellant to the respondent all reiterated. Further it is recorded that this Rs.90,00,000/- contributed by the sibling and father of the appellant and his cousins. It is also recorded that an amount of Rs.25,00,000/- returned to S.P.Natarajan and the property was sold to third person well before the lock-in period of eight months. Further it is recorded that in repayment of Rs.90,00,000/-, the respondent said to have issued 8 cheques to the appellant and his family members. The tabulation giving details about the family members to whom 8 cheques for different amount on various dates all given in Ex.P5.

18.As regards the appellant, the cheque/Ex.P3 for Rs.23,00,000/- is issued by the respondent. The appellant examined himself as PW1, in his evidence, when confronted with Ex.P1 and subsequent developments, he is unable to give any answer and he feigns ignorance for the transactions and admits that it is his father, who paid the amount jointly with family members and wanted to purchase the property from the respondent and to have a lay out and plot the land and do business. The appellant admits balance amount as per agreement not paid within the period of 8 months but takes a stand that



property was sold within 6 months not waiting for the lock-in period and respondent made huge profits. But not produced any document to prove property sold to third party well before 8 months period. He also admits his family members filing a cases under Section 138 of N.I. Act against the respondent before the District Munsif-cum-Judicial Magistrate, Pallipet and complained to the District Crime Branch against S.P.Natarajan and others and also filing of civil suits by the appellant and his family members, unable to give any details or produced any documents or materials, despite specific questions put to him. Thus, it is apparent that appellant is only a name lender.

19.Added to it, the respondent examined DW1, who is an attesting witness to Ex.P1. He confirms that when Ex.P1 was executed in Tiruppur between S.P.Natarajan and the respondent, the appellant not present. It was S.P.Natarajan, who paid the amount and it was later repaid to S.P.Natarajan. Further the other witness is P.Murthy. It is strange to see in Ex.P2, the second noticee is the same P.Murthy. The appellant could not give any explanation as to how P.Murthy repaid S.P.Natarajan and presently respondent alone liable to pay to the appellant. There is absolutely no answer. Added to it, the appellant on several occasions, in his evidence confirms and reconfirms that it is his father, who dealt with the respondent along with S.P.Natarajan with



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whom they had good relationship. Further, the appellant during his cross-examination deposed that he is working in his sister's company, namely, Sai Seats stamping Pvt. Ltd., drawing no salary and his only source of income is by agriculture. Since agriculture income are exempted, he has not filed any income tax returns till 2017 and thereafter he is now filing income tax returns.

20. In this case, admittedly the transaction took place in the year 2014 and in Ex.P2 as well in Ex.P5 the admitted position is that only for security purpose, cheques collected, thereafter for some reason, the sale agreement could not be completed and the business proposal failed. Who is at fault and what is the reason for not concluding the sale, there is no evidence. When the appellant admits that he has no income other than agricultural income, he ought to have produced any contemporaneous documents to show that he had wherewithal. Further the appellant for majority of questions, feigns ignorance about the transaction with the respondent. Once the wherewithal of the appellant questioned, the statutory presumption under Sections 118 and 139 of N.I. Act is rebutted and thereafter it is for the appellant/complainant to prove his case beyond all reasonable doubt. The respondent/accused by way of a detailed cross examination and examining the defence witnesses had



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probabilised her defence. In view of the above, this Court finds no reason to interfere with the well reasoned judgment of the trial Court.

21.In view of the same, the Criminal Appeal stands dismissed. The judgment of acquittal of the respondent rendered by the learned Judicial Magistrate, Fast Track Court (Magisterial Level), Ambattur in C.C.No.89 of 2018 dated 28.10.2021, is hereby confirmed.

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To
The Judicial Magistrate,
Fast Track Court (Magisterial Level),
Ambattur.



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M.NIRMAL KUMAR, J.

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**Pre-delivery Judgment in
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