



Crl.A.Nos.679 & 870 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 26.02.2026

PRONOUNCED ON : 09.04.2026

CORAM

THE HONOURABLE MR.JUSTICE M.NIRMAL KUMAR

Crl.A.Nos.679 & 870 of 2022

R.G.Rajesh Kumar

... Appellant in
Crl.A.No.679/2022

R.S.Ganesamoorthi

... Appellant in
Crl.A.No.870/2022

Vs.

K.Prathibaa

... Respondent in
both Appeals

Common Prayer: Criminal Appeals filed under Section 378 of Cr.P.C., to call for records and set aside the judgment of acquittal dated 05.02.2021 rendered in C.A.No.59 of 2020 and C.A.No.60 of 2020 by the IV Additional District and Sessions Court, Erode reversing the judgment of conviction dated 18.02.2020 made in S.T.C.No.779 of 2018 and S.T.C.No.551 of 2018 by the Judicial Magistrate Court No.1, Bhavani.



For Appellant
in both Appeals : Mr.R.Prabakar

For Respondent
in both Appeals : Mr.R.Karthikeyan

COMMON JUDGMENT

Read this in conjunction with and in continuation of earlier proceedings made in the previous listing on 10.02.2026, which reads as follows:

Proceedings dated 10.02.2026:

The appellant as complainant had filed a private complaint under Section 138 of Negotiable Instruments Act in S.T.C.No.779 of 2018. The trial Court by judgment dated 18.02.2020 convicted the respondent sentenced her to one year simple imprisonment and to pay cheque amount of Rs.15,00,000/- as compensation.

2.During trial complainant examined himself as P.W.1, Bank Manager Karuru Vysya Bank as P.W.2 and Central Bank Manager as P.W.3 and marked eleven documents Ex.P1 to Ex.P11. The respondent not examined any witness but marked two documents Ex.D1 and Ex.D2. Aggrieved against the conviction the respondent had preferred appeal before the Sessions Court in C.A.No.59 of 2020. The Sessions Judge by judgment dated 05.02.2021



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allowed the appeal setting aside the conviction and sentence of the trial Court. Against which the present appeal is filed.

3.The gist of the complaint is that the complainant and the husband of the respondent are friends. The respondent employed as Assistant Professor in Karunya Engineering College, Coimbatore. Due to the relationship the respondent and her husband borrowed a sum of Rs.15,00,000/- from the appellant on different occasions by different mode. In the year 2016, the respondent promised to repay the loan amount within six months with interest at the rate of 12%. On repeated demand by the appellant to avoid legal action, the respondent issued a post dated cheque on 02.10.2017, in favour of the complainant drawn on Central Bank of India, Erode Branch, cheque bearing No.003082 for Rs.15,00,000/- dated 07.12.2017. After instruction, the cheque presented by the appellant in Karur Vysya Bank, Bhavani Branch, the same dishonoured and returned for the reasons funds insufficient on 08.12.2017, following the return statutory notice issued on 29.12.2017. The notice was received by the respondent on 02.01.2018. Thereafter, sent a reply notice with false averments on 19.01.2018. Ignoring the same complaint filed before the trial Court. The trial Court allowed the appeal setting aside the conviction as stated above.



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4.The learned counsel for the appellant submitted that on receipt of the statutory notice Ex.P3, the respondent sent a reply Ex.P5. In the reply the respondent had taken a specific stand that the respondent has got no needs or necessity to borrow any amount at any point of time from the appellant and she is a woman of with means. Further, she disputed the signature found in the cheque Ex.P1. During cross examination of P.W.1 defence putforth by the respondent is that it was her husband who misused blank cheques by signing her name. Now respondent and her husband got separated. The respondent's husband a vagabond without proper income to discharge his liabilities he falsely used the respondent's cheques. The trial Court finding, further entire cross examination proceeds as though the appellant and the respondent's husband were only having some transaction which is admitted by the appellant and to probablise the defence the respondent produced Ex.D1 challan to show that the handwriting in the challan and the cheque Ex.P1 are similar. Further, she had also produced the account opening form of Central Bank of India and the specimen signature to prove Ex.D2 that the signature found in the cheque and in the defence Exhibits are in total variance. But the trial Court finding that cheque of the respondent is not denied but takes a stand disputing her signature though the appellant had no



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objection for forwarding the cheque for handwriting expert, he had not sent the cheque to handwriting expert. Further, the bank witness P.W.2 confirms the cheque was returned for the reason insufficient funds and not for variance in the signature and statutory presumption under Section 118 and 131 of the NI Act stands proved and the trial Court rightly convicted the respondent. But the lower appellate court finding that there is some variance in the signature found in the cheque Ex.P1 with the account opening form Ex.D2 is not proper, the appellant had marked the sale deed copy Ex.P11 to show that the signature in the sale deed and in the cheque are similar. He further submitted that Ex.P1 was signed in the year 2017 and Ex.P11 in the year 2015, and Ex.D2 account opening form is in the year 2014. Thus, the respondent changing her signature from the year 2015, which the lower Appellate Court failed to consider. But misread the evidence and found that the Ex.P10 is an undertaking given by the husband and he also gave two unsigned cheques Ex.P1 and Ex.P9 in which he has admitted the receipt of amount on various dates from the appellant and the respondent has not signed in the undertaking affidavit is not proper. Further Ex.P9 confirms that the appellant received two blank cheques from her husband and not filled up the cheques. But on the contrary, cheque Ex.P1



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filled and projected in discharge of liability, is not proper. In support of his contention, the learned counsel for the appellant relied upon the judgment of the ***Kishan Rao Vs. Shankar Gouda reported in 2018 (8) SCC 165*** for the point that the accused had not let any evidence to discharge the statutory presumption and not chosen to get into the box to probablise the defence. Further the appellant proved that the respondent had issued cheque which contained the signature of the respondent. On presentation of the cheque, the cheque was returned with an endorsement insufficient funds and not returned on the ground signature varies. Further he also relied upon the judgment of this Court in the case of ***P, Packiaraj Vs. Murugan Stores reported in 2017 SCC Online Mad 34778*** where this Court held similar view as stated in Kishan Rao's case cited supra.

5.Hence, the judgment of the lower Appellate Court is perverse without any evidence and materials to be set aside and the conviction of the respondent by the trial Court to be restored.

6.The learned counsel for the respondent submitted that the trial Court had clearly gone on the statutory presumptions and not considered the facts. The lower Appellate Court found variance in the signature Ex.P1 and Ex.D2 the account opening form and further found Ex.P10 is the under taking affidavit given by the husband of the



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respondent and Ex.P9 are two blank cheques signed and handed over by the respondent's husband Manoj Kumar. The appellant filled up the blank cheques which was handed over by said Manoj Kumar and filed the above case. The respondent and the said Manoj Kumar having no cordial relationship and taking advantage of the earlier relationship, the said Manoj Kumar handed over the cheques signed in the name of the respondent. The lower appellate Court considering all these aspects and also finding the variance in the signature had rightly set aside the conviction and acquitted the respondent.

7.The learned counsel for the appellant by way of reply submitted that the respondent with criminal intent had been signing her name differently at various places. Though she had taken specific stand in the reply notice that her signature is in variance in Ex.P1 cheque she had not taken any steps to send it for hand writing expert. On the other hand, the appellant had produced Ex.P11 as certified copy of the sale deed wherein signature of the respondent found similar confirming to the signature found in Ex.P1. Further referred to Section 313 questioning, he submitted that tactfully she signed in Tamil though all along had been signing only in English. It is only a deflection to escape from the case which would clearly prove the criminal intent of the respondent.



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8.The learned counsel for the appellant referring to the Ex.P7 Axix Bank statement and Ex.P10 undertaking affidavit of the Manoj Kumar confirming that though bank payments have been regularly made from 12.07.2016 to 20.11.2016 to the tune of Rs.15,00,000/- and also Ex.P8, the marriage photograph of the Manoj Kumar confirming that good and cordial relationship with the respondent. Now, the respondent had taken a stand as though respondent and her husband Manoj Kumar are not in good terms. Acknowledgment card Ex.P4 confirms the statutory notice served to the respondent. The address found in the statutory notice, acknowledge card and in the undertaking affidavit Ex.P10 all are in the same address. Summons in this case was also taken to the same address confirming that the respondent and her husband are living together. No documents or any materials produced to show that the respondent and her husband Manoj Kumar got separated. Ex.P1 cheque had been issued by the respondent for the liabilities of her husband Manoj Kumar. This liability is not disputed. The only stand is that variance in signature, the signature in the Ex.P1 cheque and Ex.P11 sale deed document are similar. Thus, finding of the lower Appellate Court is perverse to be set aside.

9.At this stage, the learned counsel for the respondent seeks small accommodation to get further



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instruction. Post on 20.02.2026.

10.In Crl.A.No.870 of 2022, the complainant is none other than the father of R.G.Rajesh Kumar / appellant in Crl.A.No.679 of 2022.”

2.The facts and points raised in both the appeals are identical and similar except for small variations. Now a compromise arrived between the appellants with the respondent and agreed to settle the issue in both cases, S.T.C.No.779 of 2018 and S.T.C.No.551 of 2018 amicably.

3.In continuation of the order dated 10.02.2026, the respondent paid the agreed amount of Rs.15,00,000/- by way of two Demand Drafts bearing Nos.596927 and 596998 dated 05.03.2026 and 24.03.2026 for Rs.8,00,000/- and Rs.7,00,000/- respectively, which was handed over to the learned counsel for the appellant. A scanned reproduction of the Demand Drafts is as follows:



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आवेदनकर्ता के नाम पर
Key: MDLV Sr. No: 220730
Drawing Branch: STATE BANK OF INDIA CHENNAI
सीडी डी. / CODE No: 05483
Toll No.

मांगकर्ता
DEMAND DRAFT

मांगे जायेगा R G RAJESHKUMAR, S/O GANESAMURTHY
ON DEMAND PAY
रुपये RUPEES Eight Lakh Only
अदा करें ₹ 800000.00

ICI 002581598627 Key: MDLV Sr. No: 220730 AMOUNT BELOW 800001(800) मूल्य प्राप्त / VALUE RECEIVED
Name of Applicant PRAJITHA A.

भारतीय स्टेट बैंक
STATE BANK OF INDIA
आवेदक शाखा / DRAWEE BRANCH: CCPC, CHENNAI
सीडी डी. / CODE No: 10395

आवेदनकर्ता के नाम पर
Key: MDLV Sr. No: 220730
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ICI 002581598627 Key: MDLV Sr. No: 220730 AMOUNT BELOW 800001(800) मूल्य प्राप्त / VALUE RECEIVED
Name of Applicant PRAJITHA A.

भारतीय स्टेट बैंक
STATE BANK OF INDIA
आवेदक शाखा / DRAWEE BRANCH: CCPC, CHENNAI
सीडी डी. / CODE No: 10395

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भारतीय स्टेट बैंक
STATE BANK OF INDIA
आवेदक शाखा / DRAWEE BRANCH: CCPC, CHENNAI
सीडी डी. / CODE No: 10395

#596927# 0000020000: 000561# 16

received for
Appellant
R. Praveen
26/2/26

Order No: 870/2022

Order Date: 26/2/26

आवेदनकर्ता के नाम पर
Key: MULBEV Sr. No: 113818
Drawing Branch: STATE BANK OF INDIA CHENNAI
सीडी डी. / CODE No: 05469
Toll No.

मांगकर्ता
DEMAND DRAFT

मांगे जायेगा R G RAJESHKUMAR, S/O GANESAMURTHY
ON DEMAND PAY
रुपये RUPEES Seven Lakh Only
अदा करें ₹ 700000.00

ICI 002581598399 Key: MULBEV Sr. No: 113818 AMOUNT BELOW 700001(700) मूल्य प्राप्त / VALUE RECEIVED
Name of Applicant TRANSFER FROM GIL

भारतीय स्टेट बैंक
STATE BANK OF INDIA
आवेदक शाखा / DRAWEE BRANCH: CCPC, CHENNAI
सीडी डी. / CODE No: 10395

आवेदनकर्ता के नाम पर
Key: MULBEV Sr. No: 113818
Drawing Branch: STATE BANK OF INDIA CHENNAI
सीडी डी. / CODE No: 05469
Toll No.

मांगकर्ता
DEMAND DRAFT

मांगे जायेगा R G RAJESHKUMAR, S/O GANESAMURTHY
ON DEMAND PAY
रुपये RUPEES Seven Lakh Only
अदा करें ₹ 700000.00

ICI 002581598399 Key: MULBEV Sr. No: 113818 AMOUNT BELOW 700001(700) मूल्य प्राप्त / VALUE RECEIVED
Name of Applicant TRANSFER FROM GIL

भारतीय स्टेट बैंक
STATE BANK OF INDIA
आवेदक शाखा / DRAWEE BRANCH: CCPC, CHENNAI
सीडी डी. / CODE No: 10395

आवेदनकर्ता के नाम पर
Key: MULBEV Sr. No: 113818
Drawing Branch: STATE BANK OF INDIA CHENNAI
सीडी डी. / CODE No: 05469
Toll No.

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DEMAND DRAFT

मांगे जायेगा R G RAJESHKUMAR, S/O GANESAMURTHY
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रुपये RUPEES Seven Lakh Only
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Name of Applicant TRANSFER FROM GIL

भारतीय स्टेट बैंक
STATE BANK OF INDIA
आवेदक शाखा / DRAWEE BRANCH: CCPC, CHENNAI
सीडी डी. / CODE No: 10395

#596998# 0000020000: 000561# 16

Order date: 26/2/26

Order No: 679/2022

received for
Appellant
R. Praveen
26/2/26



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3. In view of the fact that to give quietus to both cases, agreed amount paid by the respondent was received by the appellants and nothing survives for further adjudication in both appeals. Hence, both appeals C.A.Nos.679 and 870 of 2022 stand dismissed. Consequently, the respondent is acquitted and discharged from both cases S.T.C.No.779 of 2018 and S.T.C.No.551 of 2018.

4. Accordingly, the Criminal Appeals stand dismissed.

09.04.2026

Index : Yes/No
Speaking Order/Non Speaking Order
Neutral Citation: Yes/No
cse

To

1. The IV Additional District and Sessions Judge,
Erode.

2. The Judicial Magistrate No.1,
Bhavani.



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M.NIRMAL KUMAR, J.

cse

Pre-delivery judgment made in

Crl.A.Nos.679 & 870 of 2022

09.04.2026