



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02.01.2026

CORAM

THE HONOURABLE MRS.JUSTICE T.V.THAMILSELVI

CRL RC No. 1953 of 2025

AND

**CRL RC NO. 1954 OF 2025, CRL RC NO. 1955 OF 2025, CRL RC NO.
1957 OF 2025, CRL RC NO. 1959 OF 2025, CRL RC NO. 1965 OF
2025, CRL RC NO. 1968 OF 2025.**

1. E.Bhaskar
S/o.Ethiraj, No.109, Varadhammal
Garden Barakha Road, Kilpauk,
chennai-600 010

Petitioner(s)

Vs

1. M.Aravind Bagrecha
S/o.B.MadanlalBagrecha, NO.153,
Vellala Street, Purasaiwalkkam,
Chennai-600 084

Respondent(s)

CRL RC No. 1954 of 2025

1. E.Balaji
S/o.Ethiraj, No.109, Varadhammal
Garden Barakha Road, Kilpauk,
chennai-600 010

Petitioner(s)

Vs

1. M.Aravind Bagrecha
S/o.B.MadanlalBagrecha, NO.153,
Vellala Street, Purasaiwalkkam,
Chennai-600 084

Respondent(s)



CRL RC No. 1955 of 2025

1. V.Karuppaiyan
S/o.Venkatachalam, NO.75/166,
Medavakkam, 2nd Street, Kilpauk,
Chennai-600 010

Petitioner(s)

Vs

1. M.Aravind Bagrecha
S/o.B.MadanlalBagrecha, NO.153,
Vellala Street, Purasaiwalkkam,
Chennai-600 084

Respondent(s)

CRL RC No. 1957 of 2025

1. MANICKAM
S/o.Munusamy, No.109, Varadhammal
Garden Barakha Road, Kilpauk,
chennai-600 010

Petitioner(s)

Vs

1. M.Aravind Bagrecha
S/o.B.MadanlalBagrecha, NO.153,
Vellala Street, Purasaiwalkkam,
Chennai-600 084

Respondent(s)

CRL RC No. 1959 of 2025

1. M.Manivannan
S/o.Murugan No.109, Varadhammal
Garden Barakha Road, Kilpauk,
chennai-600 010

Petitioner(s)

Vs

1. M.Aravind Bagrecha
S/o.B.MadanlalBagrecha, NO.153,
Vellala Street, Purasaiwalkkam,
Chennai-600 084

Respondent(s)



CRL RC No. 1965 of 2025

1. Durai Joseph
S/o.Chandra Boss, No.112/20, Pudhu
Nagar, 4th Street, Ayanavaram,
Chennai-600 023

Petitioner(s)

Vs

1. M.Aravind Bagrecha
S/o.B.MadanlalBagrecha, NO.153,
Vellala Street, Purasaiwalkkam,
Chennai-600 084

Respondent(s)

CRL RC No. 1968 of 2025

1. V.Chitra
W/o.Vijayakumar, No.112/20, Pudu
Nagar, 4th Street, Ayanavaram,
Chennai-600 023

Petitioner(s)

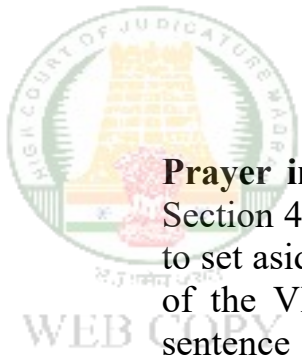
Vs

1. M.Aravind Bagrecha
S/o.B.MadanlalBagrecha, NO.153,
Vellala Street, Purasaiwalkkam,
Chennai-600 084

Respondent(s)

Prayer in Crl.R.C.No.1953 of 2025: Criminal Revision Petition filed under Section 438 r/w 442 of BNSS, 2023, equivalent to 397 r/w 401 of Cr.P.C, prays to set aside the judgement in Crl.A.No.483 of 2023 dated 04.08.2025 on the file of the VI Additional Sessions Judge, City Civil Court, Chennai against the sentence imposed in C.C.No.1641 of 2019, dated 04.08.2023 by the learned Metropolitan Fast Track Court No.I, Egmore @ Allikulam, Chennai.

Prayer in Crl.R.C.No.1954 of 2025: Criminal Revision Petition filed under Section 438 r/w 442 of BNSS, 2023, equivalent to 397 r/w 401 of Cr.P.C, prays to set aside the judgement in Crl.A.No.478 of 2023 dated 04.08.2025 on the file of the VI Additional Sessions Judge, City Civil Court, Chennai against the sentence imposed in C.C.No.3204 of 2019, dated 04.08.2023 by the learned Metropolitan Fast Track Court No.I, Egmore @ Allikulam, Chennai.



Prayer in Crl.R.C.No.1955 of 2025: Criminal Revision Petition filed under Section 438 r/w 442 of BNSS, 2023, equivalent to 397 r/w 401 of Cr.P.C, prays to set aside the judgement in Crl.A.No.476 of 2023 dated 04.08.2025 on the file of the VI Additional Sessions Judge, City Civil Court, Chennai against the sentence imposed in C.C.No.3202 of 2019, dated 04.08.2023 by the learned Metropolitan Fast Track Court No.I, Egmore @ Allikulam, Chennai.

Prayer in Crl.R.C.No.1957 of 2025: Criminal Revision Petition filed under Section 438 r/w 442 of BNSS, 2023, equivalent to 397 r/w 401 of Cr.P.C, prays to set aside the judgement in Crl.A.No.473 of 2023 dated 04.08.2025 on the file of the VI Additional Sessions Judge, City Civil Court, Chennai against the sentence imposed in C.C.No.1640 of 2019, dated 04.08.2023 by the learned Metropolitan Fast Track Court No.I, Egmore @ Allikulam, Chennai.

Prayer in Crl.R.C.No.1959 of 2025: Criminal Revision Petition filed under Section 438 r/w 442 of BNSS, 2023, equivalent to 397 r/w 401 of Cr.P.C, prays to set aside the judgement in Crl.A.No.477 of 2023 dated 04.08.2025 on the file of the VI Additional Sessions Judge, City Civil Court, Chennai against the sentence imposed in C.C.No.1638 of 2019, dated 04.08.2023 by the learned Metropolitan Fast Track Court No.I, Egmore @ Allikulam, Chennai.

Prayer in Crl.R.C.No.1965 of 2025: Criminal Revision Petition filed under Section 438 r/w 442 of BNSS, 2023, equivalent to 397 r/w 401 of Cr.P.C, prays to set aside the judgement in Crl.A.No.475 of 2023 dated 04.08.2025 on the file of the VI Additional Sessions Judge, City Civil Court, Chennai against the sentence imposed in C.C.No.1636 of 2019, dated 04.08.2023 by the learned Metropolitan Fast Track Court No.I, Egmore @ Allikulam, Chennai.

Prayer in Crl.R.C.No.1968 of 2025: Criminal Revision Petition filed under Section 438 r/w 442 of BNSS, 2023, equivalent to 397 r/w 401 of Cr.P.C, prays to set aside the judgement in Crl.A.No.474 of 2023 dated 04.08.2025 on the file of the VI Additional Sessions Judge, City Civil Court, Chennai against the sentence imposed in C.C.No.1639 of 2019, dated 04.08.2023 by the learned Metropolitan Fast Track Court No.I, Egmore @ Allikulam, Chennai.

For Petitioner(s): Mr.R.Vivekananthan

For Respondent(s): Mr.Ralph V. Manohar



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CRL RC No. 1953 of 2025



COMMON ORDER

The petitioners have filed these Revision petitions, prays to set aside the judgement in Crl.A.Nos.483, 478, 476, 473, 475, 477 & 474 of 2023, respectively dated 04.08.2025 on the file of the VI Additional Sessions Judge, City Civil Court, Chennai against the sentence imposed in C.C.Nos.1641, 3204, 3202, 1640, 1636, 1638 and 1639 of 2019, respectively, dated 04.08.2023 by the learned Metropolitan Fast Track Court No.I, Egmore @ Allikulam, Chennai.

2. Challenging the concurrent findings of the Courts below, the accused persons / petitioners have preferred these Criminal Revisions.

3. Before the Trial Court, the respondent/complainant filed a complaint under Section 138 of the Negotiable Instruments Act, stating that the act of the accused persons attracts an offence punishable under Section 138 of the Negotiable Instruments Act. Accordingly, cognizance was taken, summons were issued to the accused persons and, after appearance, copies were furnished. They denied the offences and the trial commenced. On the side of the complainant, P.W.1 was examined and Exs.P1 to P6 were marked. On the side of the accused, D.W.1 was examined and Ex.D1 was marked. Court documents



Exs.C1 to C3 were also marked.

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4. Upon considering the oral and documentary evidence, the learned Trial Judge held that the complainant had prima facie established his case against the petitioners. The requirements under Section 138 of the Negotiable Instruments Act were duly complied with. The petitioners failed to discharge the burden cast upon him to probabalise his defence. Accordingly, the petitioners were convicted and sentenced to undergo one year simple imprisonment and to pay a fine. Further, compensation equivalent to the cheque amount was directed to be paid to the complainant, with a default clause. Aggrieved by the said conviction and sentence, the accused persons preferred an appeal, however, the findings of the Trial Court were confirmed by the First Appellate Court.

5. Brief facts of the complaint:

According to the respondent/complainant, in the year 2016, each of the petitioners approached him and requested a loans of Rs.5,00,000/-, Rs.5,50,000/-, Rs.4,50,000/-, Rs.4,00,000/-, Rs.6,25,000/-, Rs.5,00,000/- and Rs.6,50,000/-, respectively for their personal needs. The complainant arranged and paid the said amount on 30.09.2016, 28.09.2016, 15.09.2016, 06.05.2016, 18.06.2016, 04.07.2016 and 25.10.2026, respectively, for which the petitioners agreed to pay interest at the rate of 18% per annum until repayment of the loans.



6. The petitioners paid only a sum of Rs.87,500/-, Rs.1,13,250/-, Rs.98,500/- Rs.1,16,000/-, Rs.1,15,625/-, Rs.1,05,000/- and Rs.1,20,000/-, respectively, and thereafter defaulted in repayment despite repeated requests made by the complainant. In discharge of the above liability, the petitioners issued the subject cheques dated 20.07.2018, 21.07.2018, 21.07.2018, 20.07.2018, 21.07.2018, 21.07.2018 and 20.07.2018, respectively. When the cheques were presented for collection, it was returned unpaid with the endorsement "Funds Insufficient". Subsequently, the petitioners requested the complainant to re-present the cheques assuring that arrangements would be made to honour the same. Accordingly, the cheques were again presented on 08.10.2018, 28.08.2018, 28.08.2018, 08.10.2018, 08.10.2018, 08.10.2018 and 08.10.2018 respectively, however, it was once again returned unpaid with the endorsement "Funds Insufficient".

7. With mala fide intention to defraud the complainant, the petitioners had issued the cheques with dishonest intention. Therefore, the act of the petitioners amounts to commission of an offence under Section 138 of the Negotiable Instruments Act. A statutory legal notices dated 17.10.2018, 22.09.2018, 22.09.2018, 17.10.2018, 17.10.2018, 17.10.2018 and 17.10.2018, respectively were issued, calling upon the petitioners to pay the cheque amount within 15 days. The notices were returned, and the petitioners neither replied nor paid the amount. Hence, the complainant filed the complaints under Section 138 of the



Negotiable Instruments Act.

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8. According to the defence, the petitioners contended that the complainant is an unauthorised money lender, who is in the habit of obtaining blank cheques and documents as security for loans advanced to borrowers. It was contended that one Jeeva (examined as D.W.1) had obtained a loan from the complainant and, at that time, the complainant insisted on guarantors. Accordingly, the petitioners issued a blank cheque and blank promissory notes to the complainant as security for the said loan.

9. The petitioners further contended that they had not borrowed any personal loans from the complainant as alleged by P.W.1. Even after the principal borrower, namely D.W.1, discharged the loan, the complainant refused to return the blank cheques and promissory notes given as security. It was also contended that the complaint does not specifically state when and where the cheques were issued after the alleged disbursement of the loan, which itself shows that the cheques were not issued by the petitioners towards any legally enforceable debts. According to the petitioners, these aspects were not properly appreciated by the Trial Court as well as the First Appellate Court and, therefore, they have preferred the present Revisions.



10. Challenging the concurrent findings of the courts below, the learned counsel for the petitioners submitted that the orders passed by both the courts failed to take note of the fact that the complainant does not possess a valid licence as prescribed by the Reserve Bank of India. It was further submitted that the complainant does not maintain any books of accounts and has not produced any proof relating to payment of interest or records evidencing disbursement of the alleged loans. Moreover, the complainant himself admitted in his deposition that all loan transactions were made only in cash. It was also pointed out that, in the income tax returns filed for the relevant transaction period, the complainant has not disclosed the alleged loans advanced to the petitioners or other loan transactions, evidently to evade the scrutiny of the Income Tax Department. Hence, the conviction is liable to be set aside.

11. The learned counsel for the petitioners further submitted that the appellate court ignored the binding precedent laid down by the Hon'ble Supreme Court, wherein it has been held that a guarantor cannot be criminally prosecuted under Section 138 of the Negotiable Instruments Act in the absence of valid proof of a legally enforceable debt in his personal capacity. The courts below failed to examine whether the petitioners were directly liable or whether they stood only as a guarantor. Mere issuance of a cheques as a guarantee, without the existence of a subsisting debts, does not attract criminal liability



under Section 138 of the Act.

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12. It was also contended that the courts below failed to appreciate the consistent and credible testimony of D.W.1, Jeeva, who categorically deposed that the petitioners had stood only as a surety. There was no documentary evidence produced by the respondent/complainant to prove that the petitioners had received any amount or incurred any personal liability. Non-consideration of this defence evidence renders the conviction perverse and unsustainable in law.

13. The learned counsel for the petitioners further submitted that, as a matter of fact, the petitioners stood only as guarantors for one Jeeva (D.W.1) and her son, who had availed a loan from the respondent by mortgaging her property and by executing a promissory note and issuing a cheque. Apart from this, the petitioners had handed over blank cheques only in their capacity as guarantors and not towards discharge of any legally enforceable debt. Taking advantage of the same, the respondent misused the said cheques. As per the respondent's own evidence, it is admitted that all the money was paid in cash. If the transaction were genuine, the complainant would have disclosed the same before the Income Tax authorities. However, the income tax returns submitted before the trial court for the assessment years 2016–2017 do not disclose the



alleged transaction, which itself proves that no such huge amount was independently paid to the petitioners.

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14. It was further submitted that Jeeva (D.W.1) had lodged a complaint before the police narrating all the relevant facts even prior to the filing of the present complaints. On 23.02.2018, D.W.1 gave a complaint against the defacto complainant/respondent. During the course of arguments, copies of the FIR in Crime No.44 of 2019 and the protest petition filed by Jeeva were relied upon. It was submitted that the police initially filed a negative final report, against which a protest petition was filed. The protest petition was allowed, the negative final report was rejected, and the trial court took cognizance for offences under Sections 294(b), 409, 448, 420 and 506(ii) of IPC against five accused, including the defacto complainant, and ordered further investigation.

15. By placing reliance on the above facts and circumstances, the learned counsel for the petitioners submitted that there was no legally enforceable debt between the petitioners and the respondent/complainant. The courts below failed to appreciate the rebuttable presumptions and the evidence adduced on the side of the petitioners. Therefore, the petitioners prayed for setting aside the impugned findings as being devoid of merits.



16. Per contra, according to the respondent/defacto complainant, the petitioners approached him in the year 2016 and requested a loan of Rs.5,00,000/-, Rs.5,50,000/-, Rs.4,50,000/-, Rs.4,00,000/-, Rs.6,25,000/-, Rs.5,00,000/- and Rs.6,50,000/-, respectively for their personal needs. The complainant arranged and advanced the said amounts on 30.09.2016, 28.09.2016, 15.09.2016, 06.05.2016, 18.06.2016, 04.07.2016 and 25.10.2026, respectively. The petitioners agreed to pay interest at the rate of 18% per annum. As they were unable to repay the principal, they paid a sum of Rs.87,500/-, Rs.1,13,250/-, Rs.98,500/-, Rs.1,16,000/-, Rs.1,15,625/-, Rs.1,05,000/- and Rs.1,20,000/-, respectively, towards interest. Thereafter, they defaulted in repayment.

17. After repeated demands, the petitioners issued a cheques dated 20.07.2018, 21.07.2018, 21.07.2018, 20.07.2018, 21.07.2018, 21.07.2018 and 20.07.2018, respectively. When the cheques were presented for collection, it were returned unpaid with the endorsement "Funds Insufficient". Once again, at the request of the petitioners, the cheques were re-presented, but it were returned unpaid on 11.10.2018, 29.08.2018, 29.08.2018, 11.10.2018, 11.10.2018, 11.10.2018, respectively. Consequently, the complainant lodged the present complaints for a sum of Rs.5,70,000/-, Rs.6,10,000/-, Rs.5,00,000/-, Rs.4,40,000/-, Rs.7,25,000/-, Rs.5,75,000/- and



Rs.7,25,000, respectively, towards the principal and accrued interest as on the date of complaints.

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18. To support his contention, the learned counsel for the respondent relied upon the judgment of the Hon'ble Supreme Court in *N. Vijaya Kumar v. Vishwanath Rao*, decided on 22 April 2025, wherein it was held as follows:

“21. The accused has also an option to prove the non-existence of consideration and debt or liability either by letting in evidence or, in some clear and exceptional cases, from the case set out by the complainant, that is, the averments in the complaint, the case set out in the statutory notice and the evidence adduced by the complainant during the trial. Once such rebuttal evidence is adduced and accepted by the Court, having regard to all the circumstances of the case and the preponderance of probabilities, the evidential burden shifts back to the complainant and, thereafter, the presumptions under Sections 118 and 139 of the Act will not again come to the complainant's rescue.” (emphasis supplied)

6.3. A three-Judge Bench of this Court in Rangappa (supra) had occasion to consider Section 139 of the Negotiable Instruments Act elaborately. The Court reiterated that where the signature on the cheque is acknowledged, a presumption has to be raised that the cheque pertained to a legally enforceable debt or liability. However, the presumption is rebuttable in nature and the onus is on the accused to raise a probable defence.

25.5. It is not necessary for the accused to enter the witness box to support his defence.

6.6. Recently, a coordinate Bench of this Court in Rajaram v. Maruthachalam [(2023) 16 SCC 125], through Gavai, J., observed as follows:

“27. It can thus be seen that once the execution of the cheque is admitted, Section 139 of the N.I. Act mandates a presumption that the cheque was issued for the discharge of a debt or other liability. However, the presumption under Section 139 is rebuttable and the onus is on the accused to raise a probable defence. The standard of proof for rebutting the presumption is that of preponderance of



probabilities. To rebut the presumption, it is open to the accused to rely on the evidence led by him or even on the materials submitted by the complainant. An inference of preponderance of probabilities can be drawn not only from the materials brought on record by the parties but also by reference to the surrounding circumstances.”

19. However, according to the contention of the petitioners, they stood only as guarantors for the loan borrowed by one Jeeva (D.W.1). The said Jeeva was examined as D.W.1. As per her evidence, the loan was borrowed for meeting her husband's medical expenses. When she approached the defacto complainant, he insisted that seven persons should stand as sureties. Accordingly, her sons friends, the present petitioners / Balaji, Karuppaiya, Durai Joseph, Manigandan, Manikkam, Baskar and Chitra, stood as sureties. Based on the same, a sum of Rs.5,00,000/- was credited to her TNSC Bank account.

20. It is the specific case of D.W.1 that the loan was subsequently repaid, but the defacto complainant refused to hand over the documents. Therefore, she lodged a complaint before the police on 06.02.2019, based on which an FIR came to be registered in Crime No.44 of 2019 on the file of Ayanavaram Police Station.

21. As per the FIR allegations, D.W.1's husband was suffering from a serious illness and, therefore, with the help of her son's friends, she borrowed the loan from the defacto complainant, with seven persons standing as



guarantors as insisted by the complainant. It is further alleged that nearly Rs.32,00,000/- was paid towards principal and interest. Even thereafter, the defacto complainant was not satisfied and allegedly used rowdy elements to threaten them. On 14.07.2018, the henchmen of the defacto complainant allegedly threatened all the persons who stood as sureties, hence, D.W.1 lodged a complaint on 06.02.2019.

22. From July 2018 onwards, disputes arose between Jeeva and the persons who stood as guarantors, namely the petitioners. According to the defacto complainant, the loan transaction relates to September 2016 and the cheques were presented for collection on two occasions, namely in July 2018 and October 2018. However, as per the FIR allegations, the guarantors were already threatened on 23.07.2018 itself by the henchmen of the defacto complainant. Under such circumstances, it is highly improbable that the petitioners would have voluntarily approached the defacto complainant and issued a cheques which was presented for collections on 20.07.2018, 21.07.2018, 21.07.2018, 20.07.2018, 21.07.2018, 21.07.2018 and 20.07.2018, respectively.

23. As rightly pointed out by the learned counsel for the petitioners, the defacto complainant has not stated the specific date on which the cheques were issued by the petitioners. As per the evidence of D.W.1 as well as the FIR



allegations, there was no cordial relationship between defacto complainant and Jeeva, seven other persons / accused who stood as guarantors. The loan was allegedly borrowed as early as 2016 and was secured by execution of a mortgage deed.

24. The statutory notices were issued only on 17.10.2018, 22.09.2018, 22.09.2018, 17.10.2018, 17.10.2018, 17.10.2018 and 17.10.2018, respectively. However, the FIR allegations clearly disclose that the petitioners and D.W.1 were threatened by the defacto complainant and his henchmen much earlier, i.e., from July 2018 onwards. Thus, the disputes between the parties arose much prior to the alleged issuance of the cheques. Further, she also executed a mortgage deed. Under the said allegations in FIR, she has specifically stated that her son's friends, namely the petitioners, stood as guarantors for a loan and borrowed by her at the insistence of the defecto complainant. Though the case was earlier closed, the FIR has now been reopened pursuant to a protest petition.

25. Further, the income statements of the complainant relied upon by the petitioners do not disclose possession of such huge cash amounts. On the other hand, the complainant relied upon a self-maintained ledger statement of the petitioners from 30.09.2016 onwards, claiming himself to be a financier. However, there is no proof to show that the complainant is a registered financier



as required under law.

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26. Reliance was also placed on the judgment of the Hon'ble Supreme Court reported in 2022 LiveLaw (SC) 830, *Dashrathbhai Trikambhai Patel v. Hitesh Mahendrabhai Patel & Another*, in support of the above contentions.

“Negotiable Instruments Act, 1881 – Sections 138 and 56

When part-payment of a debt is made after a cheque is drawn but before it is presented for encashment, such payment must be endorsed on the cheque as mandated under Section 56 of the Negotiable Instruments Act. A cheque cannot be presented for encashment without recording such part-payment. If an unendorsed cheque is dishonoured on presentation, the offence under Section 138 of the Act would not be attracted, as the cheque would not represent a legally enforceable debt at the time of encashment.

For the commission of an offence under Section 138 of the Act, the cheque that is dishonoured must represent a legally enforceable debt on the date of its maturity or presentation. If the drawer of the cheque pays part or whole of the cheque amount between the date of drawing of the cheque and the date of its encashment, the legally enforceable debt on the date of maturity would not be the sum represented on the cheque. In such circumstances, the payment made must be endorsed on the cheque as prescribed under Section 56 of the Act. Only the cheque so endorsed may be used to negotiate the balance amount, if any. If the endorsed cheque is dishonoured upon presentation, then alone the offence under Section 138 would stand attracted (para 30).



Though a post-dated cheque might have been drawn to represent a legally enforceable debt at the time of its drawing, for the offence to be attracted, the cheque must represent a legally enforceable debt at the time of its encashment. If there is a material change in circumstances such that the sum mentioned in the cheque does not represent a legally enforceable debt on the date of maturity or encashment, the offence under Section 138 of the Act is not made out.”

27. The learned counsel for the petitioners submitted that, in the case on hand also, the respondent/complainant failed to prove the existence of a legally enforceable debt at the time of drawing and presentation of the cheques. It was contended that the courts below failed to appreciate these vital facts and erroneously held that the complainant had discharged his initial burden of proof merely by invoking the statutory presumption attached to the cheques.

28. It was further submitted that the petitioners had successfully rebutted the presumption by adducing evidence through D.W.1. Once such rebuttal evidence is placed on record and is found to be probable, the burden shifts back to the complainant to disprove the same. In the present cases, the complainant himself did not deny the transaction with the son of Jeeva, namely VijayaKumar. During cross-examination, the complainant admitted that the loan was borrowed by ViayaKumar and then his mother, Jeeva, had executed a mortgage deed in respect of the same. He further admitted that Jeeva had repaid



the loan and received back the documents.

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29. The evidence of D.W.1 probabalises the loan transaction between Jeeva and the defacto complainant. The FIR allegations lodged by Jeeva disclose that seven persons were required to stand as guarantors for the loan availed by her. However, the defacto complainant failed to adduce any independent evidence to disprove or rebut the said defence. Further, the income tax statements relied upon by the petitioners do not reflect any transaction of alleged loan amounts with the petitioners for the assessment years 2016–2017. Admittedly, the complainant is an unregistered financier and had allegedly advanced money at an exorbitant rate of interest. These facts cast serious doubt on the existence of a legally enforceable debts.

30. The complaint lodged by D.W.1 before the police, along with other rebuttal evidence, clearly establishes that there was no legally enforceable debts subsisting on the date of issuance or presentation of the cheques. On the contrary, the defacto complainant failed to state the specific date on which the cheques were allegedly issued by the petitioners. Further, the evidence on record establishes that there was no cordial relationship between the petitioners and the defacto complainant at the time of the alleged presentation of the cheques, as D.W.1 had already lodged complaints against the defacto complainant alleging threats and misuse of blank cheques obtained from the



guarantors.

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31. In such circumstances, the averment in the complaints that the petitioners voluntarily approached the complainant and requested re-presentation of the cheques for a second time in August 2018 appears to be highly improbable. The courts below failed to appreciate the rebuttal evidence adduced on the side of the petitioners and erroneously recorded a conviction.

32. The complainant failed to establish that a legally enforceable debt existed between himself and the petitioners on the date of presentation of the cheques. Therefore, the findings rendered by the courts below are liable to be set aside. The authorities relied upon by the respondent are not applicable to the facts of the present cases. All petitioner / accused are acquitted. Any amount deposited by them permitted to withdraw.

33. Accordingly, the Criminal Revision cases are allowed.

02.01.2026

Index: Yes/No
Speaking/Non-speaking order
Internet: Yes
Neutral Citation: Yes/No
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CRL RC No. 1953 of 2025



To

- 1.The VI Additional Sessions Judge, City Civil Court, Chennai.
- 2.The Metropolitan Fast Track Court No.I, Egmore @ Allikulam, Chennai.

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CRL RC No. 1953 of 2025



T.V.THAMILSELVI J.
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**CRL RC No. 1953 of
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