



CRR-880-2026 (O&M)

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**131 IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

CRR-880-2026 (O&M)

Date of decision: 06.04.2026

Baljinderjeet Singh

...Petitioner

VERSUS

Simranjit Kaur

...Respondent(s)

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present :- Ms. Pooja Rani, Advocate for
Mr. Ritesh Pandey, Advocate
for the petitioner.

VINOD S. BHARDWAJ, J. (Oral)

Instant revision petition has been preferred against the judgment of conviction and order of sentence dated 14.05.2019 passed by Sub Divisional Judicial Magistrate, Mukerian in compliant No.144/2016 whereby petitioner herein had been convicted for commission of offence under Section 138 of Negotiable Instruments Act and sentenced to undergo rigorous imprisonment for a period of two years and to pay fine of Rs.5,000/- as well as judgment dated 07.08.2024 passed by the Sessions Judge, Hoshiarpur in CRA-265/2019 whereby the appeal preferred by the petitioner against the judgment of conviction passed by Sub Divisional Judicial Magistrate, Mukerian had been dismissed.

2. Briefly summarised the facts of the case are that the respondent/complainant had filed complaint under Section 138 of the Negotiable Instruments Act, 1881 (for short NI Act only) on 6.09.2016 against the petitioner on the allegations that Sucha Singh, father of the complainant,



had 48 kanals 12 marlas of agricultural land at village Dugri Rajputan and 13 kanals 0 marla of land at village Bhattian Jattan i.e. total 61 kanals 12 marlas of land. Her father had gone abroad and he had appointed her as his general attorney and caretaker of the land. The petitioner was a lessee of the said land for a period of three years @ Rs.2,70,000/- per year. Writing dated 15.05.2014 was specifically executed between Sucha Singh, father of the respondent-complainant and the petitioner. Being the authorized attorney, the complainant was competent to receive the lease money for the year 2015-16. In order to discharge his legal liability, the petitioner issued cheque No.783716 dated 18.06.2016 for Rs.2 lakh drawn on his account No.35632285115 with State Bank of India, Branch Mansoorpur being part payment in favour of the complainant. The said cheque was presented for encashment, however, it was dishonoured on presentation vide memo dated 21.06.2016 with remarks "Drawer's signature differs". The respondent-complainant informed the petitioner about the same whereupon she was asked to present the cheque again for encashment. The needful was done on 12.07.2016, but it was dishonoured on presentation yet again by the drawee bank on 12.07.2016 with the remarks "Funds Insufficient". A legal notice dated 9.08.2016 was served and on failure on the part of the petitioner to pay the amount of the cheque, the complaint was filed before the Illaqa Magistrate.

3. After the recording of preliminary evidence, the petitioner was summoned vide order dated 08.11.2016 for commission of offence punishable under Section 138 of NI Act. Notice was served upon the petitioner on 21.11.2018 to which he pleaded not guilty and claimed trial. Parties led their



respective evidence and upon consideration thereof, Sub Divisional Judicial Magistrate, Mukerian convicted the petitioner for commission of offence under Section 138 of NI ACT and vide order dated 14.05.2019 sentenced him as mentioned above.

4. Aggrieved thereof, the petitioner preferred an appeal before the Sessions Court, which was dismissed vide judgment dated 07.08.2024. Hence, the present revision petition.

5. Learned counsel for the petitioner is not able to point out any illegality, infirmity or perversity in the judgments passed by the Courts below and is not able to refer to any evidence on the basis whereof the findings concurrently recorded could be said to be unsustainable. She further has not been able to offer any explanation for delay of 405 days in filing the revision petition.

6. No other argument has been advanced. The case is thus being decided on merits.

7. Perusal of the judgments passed by the Courts below reveals that the complainant had established her case against the petitioner. The complainant Simranjit Kaur appeared as CW1 and tendered her evidence and also documents Ex.P1 to P6. She also examined CW2 Joginder Singh, who was an attesting witness of writing dated 15.05.2014 and also brought on record other documents. The existence of legally enforceable debt against the petitioner was duly established. The sole argument raised by the petitioner was to the effect that he never issued the cheque in dispute to the complainant and had no transaction or deal with her and that the cheque in dispute did not bear



his signatures. However, no evidence was led by the petitioner to prove that the cheque did not bear his signatures. Furthermore, the return memo shows that the cheque was returned due to insufficient funds. Besides, neither the petitioner lodged any complaint nor did he provide any explanation as to how and under what circumstances, his signed cheque came into the possession of the respondent-complainant.

8. It was also noticed by the Appellate Court that the existence of the landlord-tenant relationship between the petitioner and the father of the respondent-complainant was duly established by the writing executed between the parties, as confirmed by the testimony of attesting witness. The effective part of the judgment of Appellate Court reads as under:

“13. I have gone through the record. CW1 Simranjit Kaur is general attorney of Sucha Singh vide general attorney dated 18.08.2015, a copy of which is Ex.C1. She is authorized to look after property of Sucha Singh situated in the area of District Hoshiarpur as he is unable to look after the same. CW1 Simranjit Kaur stated that her father Sucha Singh owned 61 kanals 12 marlas of land, which was leased out by him in favour of the accused vide writing dated 15.05.2014 for a period of three years @ Rs.2,70,000/- per year. CW2 Joginder Singh an attesting witness of this writing dated 15.05.2014, copy of which is Mark-A made statement proving execution thereof. From statements of these witnesses it is made out that after execution of this writing dated 15.05.2014, original was retained by the accused and copy thereof was given to Sucha Singh. In order to discharge his legally enforceable liability relating to Chakota money of the said land of Sucha Singh, the accused issued the cheque dated



18.06.2016 Ex.C2 for Rs.2 lakh in favour of the complainant, who is attorney of Sucha Singh. However on presentation with the drawee bank through banker of the complainant, this cheque was dishonored vide memo dated 21.06.2016 Ex.C3 with the remarks "Drawer's signature differs". According to CW1 Simranjit Kaur complainant after dishonor of the cheque on the above said ground, she contacted the accused and on his request cheque was presented again with the drawee bank for encashment. However, the cheque was again dishonored by the drawee bank vide memo Ex.C4 with the remarks "Funds Insufficient". Then the complainant served a legal notice dated 9.08.2016, copy of which is Ex.C5 through Shri Prabhdeep Singh Advocate upon the accused asking him to make payment of the amount of the cheque within a period of 15 days from the date of receipt of notice. The notice was sent through registered post, as is evident from postal receipt Ex.C6. However, the accused had failed to make payment of the amount of the cheque. Thereupon, the complaint was instituted on 16.09.2016. According to the complainant, previously also the accused had issued cheque dated 10.08.2015 for Rs.2,70,000/-, copy of which is Mark-C in favour of Sucha Singh, but the same was dishonored by the drawee bank vide memo dated 12.08.2015, copy of which is Mark-D with the remarks "Funds Insufficient". Thereupon, Sucha Singh had filed complaint against the accused under Section 138 of the NI Act, copy of which is Mark-B. Thus, the evidence led by the complainant duly proves that the accused had issued the cheque in question in favour of the complainant in order to discharge his legally enforceable liability, but the same was dishonored on presentation with the drawee bank due to



insufficient funds in account of the accused and despite service of legal notice, the accused had failed to pay the cheque amount to the complainant.

14. The accused took plea that he never issued the cheque in question in favour of the complainant and he never had any transaction or dealing with the complainant. He further stated that cheque in question does not bear his signature as he put signatures in small letters and not in capital letters. It is his case that the complaint has been filed on the basis of vague and forged cheque. The accused examined DW1 Sukhdip Singh an official of State Bank of India, Branch Mansoorpur, who produced record relating to account maintained in the said bank by the accused, out of which cheque in question was issued. Ex.DW1/A is specimen signatures sheet, Ex.DW2/B is cheque book issuance register and Ex.DW1/C is statement of account of the accused. DW1 Sukhdip Singh stated that as per Ex.DW1/A Baljinderjeet Singh put his signatures in small letters. In cross examination, he further stated that as per Ex.DW3/C cheque No.783716 was returned on 12.07.2016 and Rs.458/- were deducted by the branch; memo Ex.C4 was issued by his bank and on cheque Ex.C2 signature at Mark-X are in capital letters; as per the record no application was received regarding stopping payment of cheque Ex.C2. He further stated that on 12.07.2016 as per Ex.DW3/C, there were only Rs.29/- in account of the accused on 12.07.2016.

15. From the above discussed evidence led by the complainant as well as the accused, it is evident that as per specimen signatures sheet produced by banker of the accused, he put signatures in small letters and cheque in question bearing signature in capital letters. But this fact is



evident that at the time of presentation of cheque in question on 12.07.2016, there were no sufficient funds in his said account, due to which cheque had been dishonored. Although the complainant has alleged that cheque Ex.C2 does not bear his signature, but he has failed to furnish any explanation as to how the cheque came in possession of the complainant. During cross examination of CW1 Simranjit Kaur complainant she was suggested by the accused that her father had taken three unsigned blank cheques from the accused. Further she was suggested that said unsigned three blank cheques were taken by her father as security. Thus it appears that the accused has taken a contradictory stand as in his statement recorded under Section 313 Cr.PC, he has stated that he neither had any transaction with the complainant nor had issued cheque in question in favour of the complainant. But during cross examination of the complainant he put her suggestion that his three unsigned blank cheques were taken as security by father of the complainant. As stated by DW1 Sukhdip Singh, the accused did not ever make any request to his banker to stop payment of the cheque in question. There is nothing on record showing that the accused had ever gave unsigned blank cheques to Sucha Singh father of the complainant or any other person. Another thing worth mentioning here is that the complainant has brought on record copies of documents Mark-B to Mark-C, which shows that earlier the accused had issued cheque dated 10.08.2015 Mark-C for Rs.2,70,000/- in favour of Sucha Singh, which was also dishonored by drawee bank with the remarks "Funds Insufficient" vide memo dated 12.08.2015 Mark-D, regarding which complaint was filed by Sucha Singh against the accused, copy of which is Mark-B. These



documents also goes to show that the accused is in the habit of issuing cheques and committing default.

16. *Moreover, it is no where the case of the accused that he had not taken land of Sucha Singh father of the complainant on rent vide writing dated 15.05.2014 Mark-A in respect of which cheque Ex.C2 had been issued by him in favour of the complainant being attorney of Sucha Singh. The learned trial court relied upon the law laid in cases **A.K. Gopalakrishnan Nair versus T.L Radhamma, 2014 (Suppl.) Civil Court Cases, 366 (Kerala)** and **Santosh Kumar Gupta versus State and another, 2012(2) Civil Court Cases, 275 (Delhi)** and arrived at the conclusion that even when signature of the drawer differs, offence is made out, if there was not sufficient funds in account of the accused to honour the cheque. Further there is presumption under Section 139 of the NI Act in favour of the complainant and the accused was required to rebut this presumption by leading cogent and convincing evidence. However, the accused has failed to discharge this onus and the learned trial court while relying upon the law laid in case **Rangappa versus Mohan, 2010 AIR, 1898**, held that presumption under Section 139 of the NI Act includes the existence of legally enforceable debt or liability until it is contrary proved.*

17. *Therefore, after carefully considering the respective contentions of learned counsel for the parties, I have reached at the considered opinion that the complainant has succeeded in proving that the accused has committed the offence punishable under Section 138 of the NI Act 1881 and accordingly, he has been held guilty and convicted. Therefore, no ground is made out to interfere in the judgment of conviction, which is maintained.*



18. *As stated herein above, the accused had absented from this court on 20.05.2022. However, his counsel had been continuously appearing in this case and as is evident from order dated 25.11.2022 he had agreed to assist the court in hearing of the case. It was argued by learned counsel for the appellant/accused that a lenient view be taken against the appellant/accused, who is first offender and not a previous convict and he be ordered to be released on probation. However, I do not agree with this argument of learned counsel for the appellant/ accused, because the appellant/accused himself is not appearing in this court since long. Thus in such circumstance, no benefit under the provisions of Probation of Offenders Act can be granted to him. Hence, the order of sentence of imprisonment is also maintained.*

19. *In view of above discussion, there is no merit in present appeal and the same is dismissed. Custody warrants of the appellant/ convict be prepared and sent to the court of learned Chief Judicial Magistrate, Hoshiarpur, for getting him arrested and to commit him to prison to undergo sentence of imprisonment as awarded by the learned trial court. Learned trial court record be returned. This file be consigned to the record room.”*

9. It is evident from the perusal of the above that the contentions of the petitioner have already been considered. The findings recorded by the Sub Divisional Judicial Magistrate and affirmed by the Sessions Judge, Hoshiarpur on the basis of evidence brought on record cannot be said to be in any way perverse or unsustainable or not based upon meaningful and objective evaluation of the evidence.



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10. The position in law is settled to the effect that the High Court does not re-appreciate the evidence in exercise of its powers under revisional jurisdiction.
11. Finding no illegality, impropriety, perversity or misappreciation of evidence, the present revision petition lacking in merits, is accordingly dismissed. The judgments passed by both the Courts below are upheld.
12. Pending miscellaneous application(s), if any, shall also stands disposed of.

06.04.2026
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(VINOD S. BHARDWAJ)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No