IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

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CRR-1401-2026 (O&M)
Date of decision: 27.05.2026

Gulshan Kumar ...Petitioner(s)

VERSUS

Savita Rani and another ...Respondent(s)

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

Present :- Mr. Arun Kumar, Advocate for the petitioner(s).

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VINOD S. BHARDWAJ, J. (Oral)

1. The instant criminal revision petition has been preferred against the judgment of conviction dated 04.02.2019 passed by the Sub-Divisional Judicial Magistrate, Tohana whereby the revisionist-petitioner has been convicted for commission of offences punishable under Section 138 of the Negotiable Instruments Act, 1881 and order of sentence dated 08.02.2019 whereby the revisionist-petitioner has been sentenced to undergo simple imprisonment for a period of 18 months and to pay a compensation of Rs.10,00,000/- to the complainant.

2. Further challenge has also been raised to the judgment dated 15.05.2026 passed by the Additional Sessions Judge, Fatehabad, whereby the appeal preferred against the aforesaid judgment of conviction and order of sentence has been dismissed.

3. Briefly summarised, the facts of the present case are that the respondent-complainant instituted a complaint under Section 138 of the Negotiable Instruments Act, 1881 against the petitioner alleging

that on 20.05.2011, the petitioner had agreed to sell Plot No. 117 measuring 184 square yards at the rate of Rs.3,200/- per square yard and, in furtherance thereof, executed an agreement to sell dated 20.05.2011 in favour of the husband of the complainant. Pursuant to the aforesaid agreement, the petitioner received the entire sale consideration from the purchaser and the date for execution and registration of the sale deed was kept open. However, despite receipt of the full sale consideration, the petitioner failed to execute the sale deed in terms of the agreement to sell.

4. As per the complainant, when called upon to honour his contractual obligations, the petitioner assured that he would return the amount received by him along with interest. It was further alleged that although the transaction had been entered into with the husband of the complainant, the petitioner insisted upon issuing the cheque in favour of the complainant herself. The complainant further alleged that in discharge of his outstanding liability, the petitioner issued cheque No. 020920 dated 15.08.2014 for a sum of Rs.7,00,000/- in favour of the complainant with an assurance that the cheque would be honoured upon presentation. It is further the case of the complainant that the aforesaid cheque was presented for encashment within its period of validity. However, the cheque was returned unpaid vide return memo dated 19.08.2014 with the remarks “Funds Insufficient”.

5. Thereafter, the complainant caused a legal notice dated 25.08.2014 to be served upon the petitioner through counsel, calling upon him to make payment of the cheque amount within the statutory period prescribed under the Negotiable Instruments Act, 1881. However,

despite service of the legal notice, the petitioner neither remitted the cheque amount nor furnished any reply thereto. It is alleged that the petitioner failed to discharge his liability even after expiry of the statutory period following service of the demand notice. Consequently, the complainant was constrained to institute the complaint under Section 138 of the Negotiable Instruments Act, 1881, which ultimately gave rise to the present proceedings.

6. Upon presentation of the complaint, the respondent-complainant led preliminary evidence in support of the allegations levelled therein. On consideration of the complaint, the documents placed on record and the preliminary evidence adduced by the complainant, the Trial Court found sufficient grounds to proceed against the petitioner and accordingly summoned him to face trial for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881 vide order dated 19.09.2014.

7. In compliance with the aforesaid summoning order, the petitioner appeared before the Trial Court. Thereafter, notice of accusation under Section 138 of the Negotiable Instruments Act, 1881 was served upon him on 21.09.2015. The substance of the accusations was explained to the appellant, to which he pleaded not guilty and claimed trial, thereby necessitating the recording of evidence by the parties.

8. In support of her case, the respondent-complainant, Savita Rani, stepped into the witness box as CW-1 and tendered her affidavit Ex. CW1/A by way of examination-in-chief, reiterating the averments contained in the complaint and proving the relevant documents relied upon by her. The respondent-complainant further examined Ashok

Kumar as CW-2, Ram Chand Singla as CW-3 and Rinku Garg, Senior Warehouse Officer, Punjab National Bank, Tohana, as CW-4 who produced on record the following documents:-

Ex.C1	*Attested copy of sale deed dated 20.05.2011.*
Ex.C2	*Cheque No.020920 dated 15.08.2014.*
Ex.C3	*Copy of return memo dated 19.08.2014.*
Ex.C4	*Copy of registered legal notice dated 25.08.2014.*
Ex.C5	*Postal receipt.*
Ex.C6	*Application to confirm the delivery of letter dated 25.08.2014.*

Upon completion of the testimonies of the aforesaid witnesses and tendering of the relevant documentary evidence, the complainant closed her evidence.

9. The incriminating evidence led by the respondent/complainant was put to petitioner and his statement under section 313 Cr.P.C. was recorded. The petitioner denied the allegations levelled against him and claimed innocence. He pleaded that he had been falsely implicated in the present complaint and disputed his liability as alleged by the respondent-complainant. However, in his defence, no evidence was led by the petitioner and same was closed.

10. Upon completion of the evidence and after hearing counsel for the respective parties, the Trial Court considered the rival submissions advanced on their behalf as well as the oral and documentary evidence adduced in support of their respective stands. Upon appreciation of the material available on record, the Sub-Divisional Judicial Magistrate, Tohana, came to the conclusion that the offence punishable under Section 138 of the Negotiable Instruments Act, 1881

stood established against the petitioner and accordingly convicted and sentenced him as noticed hereinabove.

11. Aggrieved thereof, the petitioner preferred a criminal appeal bearing No. CRA-58-2019 before the Appellate Court, who, upon re-appreciation of the evidence and consideration of the submissions advanced on behalf of the parties, found no merit in the challenge raised by the petitioner. Consequently, the appeal was dismissed vide judgment dated 15.05.2026 and the findings recorded by the Trial Court were affirmed. Hence the present petition.

12. Learned counsel appearing on behalf of the petitioner has primarily assailed the judgments passed by the Courts on the following grounds:

(i) It is contended that the respondent-complainant has failed to establish her financial capacity and source of funds for advancing the amount in question, which formed the basis of the liability sought to be enforced through the cheque in dispute. Learned counsel submits that the complainant has not been able to produce cogent and convincing evidence to demonstrate her ability to pay the amount advanced to the petitioner. It is further argued that the underlying transaction itself has not been satisfactorily proved and, therefore, the foundational facts necessary for drawing the statutory presumptions under the Negotiable Instruments Act, 1881 remain unestablished.

(ii) Learned counsel further contends that there was no legally enforceable debt or subsisting liability existing against the petitioner on the date of issuance of the cheque in question and the entire amount due had already been repaid and discharged prior to the presentation of the cheque. It is argued that the cheque was not issued towards discharge of any existing liability and that the respondent-complainant has failed to prove the continuance of any legally recoverable debt on the relevant date.

13. At the very outset, this Court finds that the two principal submissions advanced on behalf of the petitioner are, prima facie, mutually destructive and inherently contradictory.

14. The first limb of the argument proceeds on the premise that the respondent-complainant lacked the financial capacity to advance the amount in question and that the underlying transaction itself has not been established. However, the second limb of the argument is founded upon an entirely different factual premise i.e. the amount due had already been repaid by the petitioner and that no subsisting liability remained outstanding on the date of issuance of the cheque.

15. Such a contention necessarily presupposes the existence of a transaction and a corresponding liability at some point of time, which the petitioner claims to have subsequently discharged. Thus, while the first argument seeks to deny the very existence of the transaction and liability, the second argument implicitly acknowledges the existence thereof and proceeds on the basis that the liability stood satisfied by repayment. The two pleas are fundamentally inconsistent with each other.

16. If the submission of the petitioner regarding absence of financial capacity and non-existence of the transaction were to be accepted, the question of repayment of the alleged amount would not arise at all. Conversely, the plea of repayment necessarily carries with it an admission that an amount had in fact become payable and was

subsequently discharged. The second contention, therefore, substantially undermines and dilutes the first.

17. Further, it has been put to the counsel for the petitioner as to whether any suggestion had been put to the complainant during the course of cross-examination to the effect that the entire amount had already been repaid and that no liability remained outstanding on the date of issuance of the cheque in question. In response thereto, learned counsel for the petitioner submitted that such a suggestion had indeed been put to the complainant during her cross-examination. However, learned counsel fairly conceded that apart from putting the aforesaid suggestion, no independent evidence was led by the petitioner to substantiate the plea of repayment. It was also not disputed that no documentary material, receipt, account statement, acknowledgment or any other evidence was produced on record to establish that the alleged liability had already been discharged or that no amount remained payable on the date of issuance of the cheque.

18. Consequently, the plea that the entire amount had already been repaid remains a mere assertion unsupported by any cogent evidence. It is well settled that a suggestion put during cross-examination does not by itself constitute proof of the fact suggested. Once the petitioner sought to take a specific defence that the liability stood extinguished by prior payment, the burden lay upon him to bring on record some material, either oral or documentary, to probabilize such a defence and to rebut the statutory presumptions operating under Sections 118 and 139 of the Negotiable Instruments Act, 1881.

19. Under the given circumstances, so far as the second argument is

concerned, the same is based upon a factual claim raised by the petitioner herein. Once such a specific plea was taken, the burden shifted upon the petitioner to place on record some cogent material, whether oral or documentary, to probabilize the said defence and to demonstrate that the liability in question had, in fact, stood discharged. However, apart from a bald assertion and the suggestion put during the cross-examination of the complainant, no evidence whatsoever was led by the petitioner to establish repayment of the amount or extinguishment of the liability. No receipt, acknowledgment, account statement, contemporaneous correspondence, or any other documentary evidence was produced to substantiate the plea of repayment. Equally, no witness was examined on behalf of the petitioner to support the said stand. In such circumstances, I am of the opinion that the plea of prior repayment is wholly unsubstantiated and the argument lacks merit and the same is accordingly dismissed.

20. Adverting now to the first contention advanced on behalf of the petitioner regarding the failure of the respondent-complainant to establish her financial capacity to advance the amount in question, this Court finds the said argument to be founded on a misreading of the statutory provision.

21. The Act incorporates a specific statutory presumption under Sections 118 and 139 thereof. Once the execution of the cheque and the signatures thereon are admitted or proved, a presumption arises in favour of the holder of the cheque that the instrument was issued for consideration and in discharge, wholly or in part, of a legally

enforceable debt or liability. Such presumption, though rebuttable, continues to operate unless the accused is able to raise a probable defence sufficient to dislodge the same. Consequently, the initial burden does not lie upon the holder of the cheque to affirmatively establish the existence of the debt or his financial capacity to advance the amount. The primary onus rests upon the drawer of the cheque to rebut the statutory presumption by bringing on record such material which may probabilize his defence and create doubt regarding the existence of the legally enforceable liability.

22. In the present case, the petitioner has failed to discharge even this initial burden. As already noticed hereinabove, no evidence has been led by the petitioner either to establish that the liability stood discharged or that no such liability ever existed. The petitioner has not produced any material to explain the circumstances in which the cheque in question came to be issued, nor has he substantiated his plea that the cheque was not issued towards discharge of any legally enforceable debt.

23. It is also significant to note that a Coordinate Bench of this Court has observed that the burden of proving financial capacity does not automatically fall upon the complainant merely because such an argument is raised by the accused. The complainant is not required, in every case under Section 138 of the Negotiable Instruments Act, 1881, to independently establish his source of funds or financial wherewithal at the threshold. Such an obligation would arise only when the accused first succeeds in discharging the initial burden cast upon him and is able to raise a credible and probable defence capable

of rebutting the statutory presumptions.Only after such foundational burden is discharged by the accused would the onus shift upon the complainant to further establish the transaction and his financial capacity, if required. In the absence of any such rebuttal by the petitioner, the statutory presumption continues to operate with full force.

24. In the present case, apart from taking a bald plea that no liability existed towards the respondent-complainant, the petitioner has neither led any evidence nor furnished any explanation regarding the issuance of the cheque in question. There is also no evidence on record to indicate the purpose or circumstances under which the cheque was allegedly issued if not towards discharge of a legally enforceable liability.

25. Accordingly, this Court finds no merit in the contention that the respondent-complainant was under an obligation to independently prove her financial capacity in the facts and circumstances of the present case. The argument, being contrary to the statutory presumptions and unsupported by any rebuttal evidence from the petitioner, deserves to be rejected and is accordingly dismissed.

26. The aforesaid argument had been discussed by both the Courts. The discussion of the trial Court in this regard is extracted as under:-

> *"10. After hearing the contentions raised by learned counsel for the complainant as well as learned defence counsel and after having gone through the record very carefully, this Court is of the considered view that in the present case the accused has been charged under Section 138 of Negotiable*

Instrument Act. In order to bring home the guilt of the accused, the complainant is duty bound to prove the following ingredients of Section 138 NI Act:-

I) Drawing of the cheque by a person on an account maintained by him with a banker, for payment to another person from out of that account for discharge of his liability in whole or in part.

II) Presentation of the cheque by the payee or the holder in due course, with the bank,

III) Returning the cheque unpaid by the drawer bank for want of sufficient funds to the credit of the drawer or any arrangement with the banker to pay the sum covered by the cheque.

IV) Giving notice in writing to the drawer of the cheque within 30 days of the receipt of information by the payee from the bank regarding the return of the cheque as unpaid, demanding payment of the cheque amount.

V). Failure of the drawer to make payment to the payee or the holder of cheque in due course, of the amount covered by the cheque within 15 days of the receipt of the notice.

11. As per the complainant's version, in order to discharge his legal liability accused had issued the cheque in question (Ex.C1) in her favour. When the cheque was presented for collection, the same was returned dishonoured due to 'funds insufficient'. Despite giving legal notice to the accused, he did *not honour the cheque amount. On the other hand, as per the accused, he never executed any agreement dated 20.5.2011 in respect of sale of purchase of plot no.117 measuring 184 sq. yards @ Rs.3200/- per sq. yards. in favour of husband of complainant and he never received any sale consideration from him in pursuance thereof and thus, any question of him having any liability towards the complainant or her husband does not arise at all. Accused has also raised a defence that complainant has failed to establish the financial capacity of her husband to pay a sum of Rs.5,88,800/- to the accused, necessitating him to repay the same by way of cheque in question and for that reason also, no case is made out against the accused and thus, he is liable to be acquitted charge framed against him.*

12. As per the section 139 of the Negotiable Instrument, there is a presumption in favour of the holder of a cheque that the same has been issued in discharge of any debt or any other liability. However, there is no presumption that there exists legally recoverable debt. An accused for discharging the burden of proof placed upon him under a statute need not examine himself. He may discharge his burden on the basis of the materials already brought on records. An accused has a constitutional right to maintain silence. Standard of proof on the part of an accused and that of the prosecution in a criminal case is different.

13. Prosecution must prove the guilt of an accused beyond all reasonable doubt, whereas, the standard of proof so *as to prove a defence on the part of an accused is on the basis of preponderance of probabilities. Inference of preponderance of probabilities can be drawn not only from the materials brought on records by the parties but also by reference to the circumstances upon which he relies. A statutory presumption has an evidentiary value. The question as to whether the presumption stood rebutted or not, must, therefore, be determined keeping in view the other evidences on record. In a case of this nature, where the chances of false implication cannot be ruled out, the background fact and the conduct of the parties together with their legal requirements are required to be taken into consideration. Reliance in this regard, can be placed on the case titled* ***M/s. Narayana Menon @ Mani Versus State of Kerala & Another 2006(3) RCR (Criminal) 504****.*

14. Now coming to the facts of present case. As per the complainant version, accused had entered into an agreement dated 30.5.2011 to sell a plot measuring 184 sq. yards situated at near Dhamkora Road at the price of Rs.3200/- per sq. yards with the husband of the complainant and had received full consideration from him in presence of witnesses. He had also executed the agreement to that effect. However, he did not abide by the terms and conditions of the agreement and did not execute the sale deed in terms of agreement. Thereafter, he agreed to return the said sale consideration, received by him in pursuance of agreement to sell dated 20.5.2011 along with *interest and consequently, issued the cheque in question i.e. cheque beearing no.020920 dated 15.8.2014 of Rs.7 lacs drawn on Axis Bank Limited, Tohana in favour of complainant. However, when the said cheque was presented for encashment, the same returned dishonored by the banker of the accused with the remarks "Funds Insufficient" vide its return memo dated 19.8.2014. Thereafter, the complainant served a legal notice dated 25.8.2014, through her counsel and demanded the amount of cheque in dispute within 15 days, but the accused failed to pay the amount of disputed cheque to the complainant within stipulated period. Hence, the complainant was constraint to file the present complaint. To prove these assertions, the complainant examined herself as CW1 and tendered her affidavit Ex.CW1/A in her examination-in-chief reiterating the contents of complaint and hence, the same have not been repeated here for the sake of brevity. CW2 Ashok Kumar, vide his affidavit Ex.CW1/B has supported the case of complainant on material aspects. Through his affidavit, he has deposed that accused had entered into an agreement dated 20.5.2011 (Ex.C1) with him to sell a plot no.117 measuring 184 sq. yards. situated at New Dhamkora Road, Tohana @ Rs.3200/- per sq. Yards. and had received full sale consideration of the said plot from him in presence of witnesses. He has further deposed that accused never executed the sale deed in his favour in respect of plot in question whereas he agreed to repay the sale consideration received by him along with interest and in* *pursuance thereof, he issued the cheque in question in favour of his wife. CW3 Ram Chand Singla, through his affidavit Ex.CW3/A has deposed that his wife Raj Kumari was retired from her job on 31.10.2009 and had received service benefits, out of that Rs.6,00,000/- were given by them to his daughter Sunita after withdrawing the same from bank account. CW4 Rinku Garg, SWO, PNB, Tohana, has brought the summoned record regarding cheque return register.*

15. Besides, the above discussed evidence, the complainant has also placed on record agreement to sell dated 20.5.2011. A perusal of this agreement reveals that this has been entered into between the husband of the complainant and the accused in respect of a plot measuring 184 sq. yards situated near Dhamkora Road, Tohana. A further perusal of this agreement reveals that the seller i.e. accused has agreed to sell the said plot to the husband of the complainant @ Rs.3200/- per sq. yard. A further perusal of the agreement also reveals that in pursuance of the agreement, the seller i.e. the accused had received the entire sale consideration from the husband of the complainant. Admittedly, accused did not lead any evidence whatsoever to rebut the evidence led by the complainant. Though, during the cross-examination of complainant and her prime witnesses i.e. CW2 Ashok Kumar (husband of complainant), leanred defence counsel put the suggestion that the agreement dated 20.5.2011 has been forged by the complainant and her husband but the accused did not *lead any evidence to support these assertions. In these circumstances, it can be safely assumed that the agreement to sell dated 20.5.2011 was entered into between the accused and husband of the complainant and in pursuance of that agreement, accused had received the entire sale consideration of the plot in question @ Rs.3200/- per sq. yard. and he had the outstanding liability to pay the said amount and in order to discharge the said liability, he issued the cheque in question in favour of complainant.*

16. Moreover, the accused has also not denied his signatures on the cheque in question and in respect of the same he has raised a defence that he had handed over to blank signed cheque to the husband of the complainant who later on misused the same by filling up the impugned amount and the name of the complainant in the same. However, the accused has not explained the circumstances under which he had to give his blank signed cheque to the husband of the complainant. In the considered opinion of this court no sane person would give his blank signed cheque to some third person without any reason and if he has given, there must have been some reason behind the same. Thus, if the accused had given his blank signed cheque to the husband of the complainant then he should have explained the circumstances/reasons for which he gave his blank signed cheque to the husband of the complainant but he has not explained the same and absence thereof, compels this court to believe that he is making a false statement and he must *have issued the cheque in favour of complainant in order to discharge his outstanding legal liability i.e. to pay the amount received by him from the husband of the complainant in pursuance of agreement to sell dated 20.5.2011.*

17. Learned counsel for the accused has argued that it has come in categoric terms in the evidence of the complainant that there was no business transaction between her and the accused. He further contended that in these circumstances, even if it is assumed that in pursuance of the agreement dated 20.5.2011, accused had received the entire sale consideration and thereafter, for his failure to execute the sale deed in compliance of terms and conditions of agreement dated 20.5.2011, he had agreed to repay the entire sale consideration along with interest then also, his liability stands proved against the husband of the complainant and not against the complainant and thus, any dishonour of cheque issued by him in favour of the complainant, does not attract his liability under Section 138 NI Act. Though the arguments raised by learned counsel for the accused looks very attractive but they do not inspire the confidence of this court. A plain reading of the Section 138 NI Act makes it very clear that the cheque in question must have been issued by the accused in discharge of his outstanding legal liability. It nowhere mentions that the said liability has to be towards the holder of the cheque. Certainly, it can be against some third person, who has agreed that the cheque be issued in favour of some other person. Thus, the *mere fact that the outstanding liability of accused was towards the husband of the complainant whereas he issued the cheque in question in favour of the complainant which got dishonour on its presentation with the bank, cannot immune the accused from his liability under Section 138 NI Act.*

18. Learned counsel for the accused has further argued that though it has been pleaded by the complainant that her husband had paid the entire sale consideration i.e. Rs.5,88,800/- to the accused but she has miserably failed to establishe the paying capacity of her husband to pay such a huge amount and thus, her assertions that her husband had paid entire sale consideration in pursuance of agreement dated 20.5.2011 cannot be accepted and in the absence of the same, her remaining pleadings becomes meaningless as the same are dependent upon the said fact of payment of entire sale consideration. However, this court is not impressed with these submissions also of the learned defence counsel. It is worth mentioning here that during the cross-examination of complainant, learned defence counsel had put specific question to her that from where her husband had managed to pay such a huge amount to the accused and in reply to the said question, she had deposed that amount was lying with her father at her parental home. Thereafter, the complainant examined her father Ram Chander as CW3 who through his affidavit (Ex.CW3/A) deposed in categoric terms that his wife Raj Kumari had got retired as teacher on 31.10.2009 and from her *reitral benefits, she had paid Rs.6 lacs to her daughter and son in-law i.e. complainant and her husband. He has also deposed that he himself had given the said amount to complainant Savita and her husband Ashok. This witness also well stood the test of cross-examination and despite elaborate cross-examination, learned defence counsel could not put any dent in his testimony which could make him untrustworthy witness. Thus, in these circumstances, the submissions of the learned defence counsel that the complainant has failed to prove her financial capacity as well as the financial capacity of her husband to pay such a huge amount i.e. Rs.5,88,800/- to the accused and hence, the complaint of the complainant cannot succeed, cannot sustain.*

19. Furthermore, perusal of the case file shows that no reply to the legal notice was given by the accused. Thus, court can rely upon Gorantla Venkateswara Rao Vs. Kolla Veera Raghava Rao and another 2006(1) RCR 682, wherein it has been held that "the failure of the accused in giving reply to the legal notice issued by complainant is one of the strong circumstance to draw an inference that the accused borrowed the amount from complainant and the cheque was issued towards payment of the legally enforceable debt".

20. Thus, the complainant by leading oral as well as documentary evidence has fully proved that accused issued cheque (Ex.C2) on 15.8.2014 & the same was presented for collection within stipulated period, but as per memo (Ex.C3), *the cheque in question was returned dishonoured due to insufficient funds. The legal notice (Ex.C4) was sent within one month and instant complaint has been filed within stipulated period. Thus, all the ingredients constituting the offence under Section 138 of Negotiable Instrument Act are fulfilled.*

21. Accordingly, accused is hereby held guilty and convicted for the commission of offence punishable under Section 138 of Negotiable Instrument Act. Let the accused be heard on quantum of sentence on 8.2.2019.".

27. The aforesaid submissions were also examined in detail by the Additional Sessions Judge, Fatehabad while adjudicating upon the appeal preferred by the petitioner. Upon re-appreciation of the evidence and consideration of the rival contentions, the Appellate Court found no merit in the arguments advanced on behalf of the petitioner and affirmed the findings recorded by the Trial Court.

28. The Appellate Court specifically noticed that the petitioner had failed to lead even an iota of evidence before the Trial Court to substantiate his defence. No material whatsoever was brought on record to establish that the cheque in question had not been issued by him or that the same had not been issued towards discharge of an existing and legally enforceable liability. Equally, no evidence was led to support the plea that the liability had already been discharged or that the cheque had been issued under circumstances inconsistent with the statutory presumptions operating under the Negotiable Instruments Act, 1881.

29. The Appellate Court further observed that the legal position governing

presumptions under Sections 118 and 139 of the Negotiable Instruments Act, 1881 had been comprehensively discussed by the Trial Court and that the conclusions arrived at were fully supported by the evidence available on record. It was thus held that the petitioner had failed to rebut the statutory presumptions even on the touchstone of preponderance of probabilities.

30. A perusal of the submissions advanced before this Court also shows that the petitioner is essentially seeking a reappraisal of factual findings concurrently recorded by both the Courts below. The contentions raised are primarily directed towards re-agitating questions of fact already considered and adjudicated upon by the learned Trial Court as well as the learned Appellate Court.

31. It is trite that the revisional jurisdiction of this Court is not equivalent to that of an appellate Court. The scope of interference in revision is narrow and is ordinarily confined to examining whether the findings recorded by the Courts below suffer from any patent illegality, material irregularity, perversity, jurisdictional error, manifest impropriety or gross misappreciation of evidence resulting in miscarriage of justice. Revisional jurisdiction is not intended to facilitate a fresh appreciation of evidence merely because another view may also be possible on the facts.

32. In the present case, learned counsel for the petitioner has been unable to point out any such perversity, illegality, impropriety or misreading of evidence in the judgments passed by the Courts below. The findings recorded by both the Courts are based upon appreciation of the oral and documentary evidence available on record and are neither

arbitrary nor contrary to the material placed before them.

33. In the absence of any error apparent on the face of the record or any circumstance warranting exercise of revisional powers, this Court finds no justification to interfere with the concurrent findings of fact recorded by the Trial Court and affirmed by the Appellate Court. The same, therefore, do not call for interference in exercise of revisional jurisdiction.

34. Laking any merit, the present petition is ***dismissed***.

35. Since the main case has been dismissed by this order, CRM-23626-2026 and CRM-23627-2026 shall stand disposed of.

(VINOD S. BHARDWAJ)
JUDGE

27.05.2026
Mangal Singh

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