

2026:PHHC:081800



**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CRR-1095-2025 (O&M)

Narender Kumar

....Petitioner

versus

State of Haryana and another

....Respondents

Date of Reserve: May 04, 2026**Date of Pronouncement/Decision: May 25, 2026****Date of Uploading: May 25, 2026****CORAM: HON'BLE MR. JUSTICE SUMEET GOEL****Present:** Mr. Krishan Singh, Advocate for the petitioner.

Mr. Gurmeet Singh, AAG Haryana.

Mr. P.S. Jammu, Advocate with

Mr. Gaurav Luhani, Advocate and

Ms. Muskan Maver, Advocate for respondent No.2.

SUMEET GOEL, J.

The present revision petition is directed against the judgment of conviction and order of sentence dated 25.07.2022 passed by the learned Judicial Magistrate First Class, Sirsa whereby the petitioner was convicted for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881 and the judgment dated 10.03.2025 passed by the learned Additional Sessions Judge, Sirsa, dismissing the appeal preferred by the petitioner.

2. The facts, giving rise to the filing of the present criminal revision petition, in brief, are that the complainant - respondent No.2 filed a complaint under Section 138 of the Negotiable Instruments Act, 1881 alleging that the petitioner-accused, was known to him and had approached him in the third week of December, 2015 seeking a friendly loan of

Rs.1,50,000/- to meet the medical expenses relating to the delivery of his wife. It was alleged that on account of cordial relations between the parties, the complainant advanced the said amount to the accused. Thereafter, in the third week of January, 2016, the accused again approached the complainant and requested an additional amount of Rs.2,20,000/- on the ground that his newly born child requires medical treatment. As a result, the complainant lent another sum of Rs.2,20,000/- to the accused – petitioner. According to the complainant, in discharge of the aforesaid liability(s), the accused issued cheque bearing No.231216 dated 06.06.2016 for an amount of Rs.3,70,000/- drawn on Andhra Bank, Sirsa Branch. Upon presentation, the cheque was dishonoured vide return memo dated 07.06.2016 with the remarks “Funds insufficient”. Thereafter, a legal notice dated 24.06.2016 was issued to the accused-petitioner asking to repay the amount. Despite service of notice, the accused failed to make the payment which compelled the complainant to institute proceedings under Sections 138 of the Negotiable Instruments Act before the learned trial Court.

2.1. The complainant examined himself as CW-1 and tendered documents in his preliminary evidence. Finding *prima facie* case in favour of complainant, the trial Court summoned the accused – petitioner to face trial, vide order dated 02.09.2016 and notice of accusation was served upon the accused – petitioner on 20.08.2019, to which he did not plead guilty.

2.2. The complainant examined Bank Manager as CW-1 to prove cheque return memo, Advocate Yogesh Garg as CW-2, who prove the legal notice sent to the accused – petitioner and complainant himself examined as CW-3 to prove his case.

2.3. The petitioner - accused in his statement under section 313 of the Cr.P.C. denied any friendly relation with the complainant. He stated that he had not filled the particulars of the cheque. He denied the receipt of legal notice. He stated that he used to work at the shop of the complainant.

2.4. The learned trial Court on the basis of evidence adduced on record of the case held that the postal receipts regarding issuance of legal notice to the petitioner - accused were duly proved. It is held that on behalf of the petitioner - accused, no suggestion was given to CW-2 Advocate who proved legal notice as well as to the complainant that no such notice was sent to the petitioner - accused. As such this plea of the accused – petitioner was discarded. It was held that since the petitioner - accused has not disputed his signature on cheque, therefore, presumption under section 139 of the Negotiable Instruments is attached to the cheque that the same was issued in discharge of legal liability. Regarding the plea of the petitioner - accused that he had not filled the particulars in the cheque, the learned trial Court on the strength of judgment passed by the Hon'ble Supreme Court in case titled ***Bir Singh v Mukesh Kumar, 2019(2) RCR (Criminal)*** held that if a cheque is voluntarily signed and handed over blank to the payee towards some payment, the payee may fill up the amount and other particulars and the same in itself would not invalidate the cheque. The onus would still be on the petitioner - accused to prove that the cheque was not in discharge of a debt or liability by adducing evidence.

2.5. The accused – petitioner took up a defence that since accused – petitioner used to work at the shop of the complainant, therefore, he issued a blank cheque as security towards advance amount received by him from the complainant. He pleaded that the matter between the parties was

compromised for an amount of Rs.1,00,000/- out which he already paid an amount of Rs.65,000/- to the complainant. This plea of the accused – petitioner was discarded by the trial Court with the finding that the petitioner-accused did not utter a word regarding such compromise in his statement recorded under section 313 of the Cr.P.C. Further, no suggestion in this regard was put to the complainant in his cross-examination when he deposed as CW-3. The reliance place by the petitioner - accused on cross-examination of CW-2 to contend that he admitted such transaction between the parties, was rejected by the trial Court by holding that CW-2 was examined by the complainant only to prove the issuance of statutory notice to the petitioner - accused. CW-2 in his examination-in-chief did not utter anything about such compromise.

2.6. The complainant has proved on record a written agreement signed by the petitioner - accused as Ex.C-3, acknowledging his liability to pay Rs.3,70,000/- to the complainant. The petitioner - accused in his statement under Section 313 Cr.P.C. took up plea to wriggle out of said agreement that he had signed the blank papers over which the agreement was executed. However, his plea was discarded by the trial Court on the ground that the petitioner - accused admitted his signature on the agreement and failed to examine any witness to disprove the execution of said agreement. The learned trial Court further took notice of the fact that no suggestion regarding the Ex.C-3 being forged document has been put to the complainant in his cross-examination by the petitioner - accused. Accordingly, the trial Court passed the above-mentioned judgment of conviction and order of sentence against the petitioner - accused.

2.7. Aggrieved of the trial Court judgment and order of sentence, the petitioner - accused (*herein*) preferred an appeal before the Additional Sessions Judge, Sirsa. The Appellate Court concurred with the findings returned by the trial Court on all counts and dismissed the appeal being devoid of merit.

Dis-satisfied with the findings arrived at by both the Courts below, the accused-petitioner has preferred the present revision petition.

3. Learned counsel for the petitioner has iterated that the impugned judgment of conviction dated 25.07.2022 passed by the learned Judicial Magistrate 1st Class, Sirsa as well as the judgment dated 10.03.2025 passed by the learned Additional Sessions Judge, Sirsa, are illegal and contrary to the evidence available on record. Learned counsel has further iterated both the Courts below have failed to appreciate the material contradictions and inconsistencies in the version of the complainant and has mechanically proceeded to convict the petitioner under Section 138 of the Negotiable Instruments Act. It has been further contended that the complainant has failed to establish the alleged advancement of friendly loan amounting to ₹3,70,000/- by producing any independent or reliable evidence. Furthermore, the entire story regarding payment of ₹1,50,000/- in December 2015 and ₹2,20,000/- in January 2016 is highly improbable and unsupported by any evidence. It has been further contended that both the Courts below have failed to appreciate the testimony of CW-2 Advocate Yogesh Garg, who categorically admitted during his cross-examination that after filing of the complaint, the matter between the parties had been settled for an amount of ₹1,00,000/- and

substantial payment i.e. Rs.65,000/- has already been made by the petitioner in his presence.

It has been further argued that the petitioner has consistently taken a specific defence that the cheque in question was a blank signed security cheque which has been misused by the complainant. According to learned counsel, the petitioner used to work at the shop of the complainant and during the course of such employment, blank signed cheque and papers have been obtained from him. The petitioner - accused also denies receiving the legal notice. However, both the Courts below have failed to properly consider this defence in its correct perspective and wrongly shifted the burden entirely on the petitioner. Learned counsel has emphasized that the alleged agreement Ex.C3 has never been proved in accordance with law. No attesting witness to the said document has been examined by the complainant. It has been further contended that the findings recorded by the both the Courts below are based on conjectures, surmises and misreading of evidence. Moreover, the sentence awarded to the petitioner is harsh and excessive to the facts and circumstances of the case. Accordingly, it is prayed that the present revision petition be allowed, the impugned judgments passed by the Courts below be set aside and the petitioner be acquitted of the charges framed against him in the interest of justice.

4. Learned State counsel has contended that the dispute arises out of a complaint under Section 138 of the Negotiable Instruments Act and is essentially private in nature between the parties.

5. Learned counsel appearing for the respondent No.2-complainant has opposed the present revision petition and has contended

that the impugned judgments passed by both the Courts below are well reasoned and based upon proper appreciation of oral as well as documentary evidence on record. Learned counsel has iterated that the petitioner has miserably failed to point out any illegality or perversity warranting interference by this Court in exercise of revisional jurisdiction. It has been further contended that the petitioner has never disputed his signatures on the cheque in question as well as on the agreement Ex.C3 and once execution of the cheque stands admitted, statutory presumptions under Sections 118 and 139 of the Negotiable Instruments Act automatically arise in favour of the complainant and against the accused regarding existence of legally enforceable debt and liability. It has been further contended that the petitioner has failed to rebut the said presumptions by leading any reliable evidence. Furthermore, the defence taken by the petitioner with regard to the blank signed security cheque is wholly false and vague in nature. According to learned counsel, mere bald assertion that the cheque was issued as security is not sufficient to rebut the statutory presumptions, particularly when the petitioner has failed to explain as to how the cheque in question came into possession of the complainant. Even otherwise, a security cheque also constitutes acknowledgment of liability and its dishonour squarely attracts the provisions of Section 138 of the Negotiable Instruments Act. It has been further contended that the plea of the petitioner regarding fabrication of agreement Ex.C3 is an afterthought and has rightly been rejected by both the Courts below. It has been further submitted that both the Courts below concurrently recorded findings of fact after proper appreciation of evidence and the scope of interference in revision against concurrent findings is extremely limited. In absence of any

manifest illegality or gross miscarriage of justice, this Court ought not to re-appreciate evidence as an appellate Court. Accordingly, a prayer has been made for the dismissal of the present revision petition.

6. I have heard learned counsel for the rival parties and have gone through the record with their able assistance.

7. The petitioner stands convicted under Section 138 of the NIA by learned trial Court and the said conviction has been affirmed by the learned Appellate Court. The principal contention raised on behalf of the petitioner - accused is that the cheque in question was a blank security cheque and the alleged liability of Rs.3,70,000/- was never proved by the complainant. Furthermore, the petitioner has denied any friendly relations with the complainant and it is argued that there is no written agreement regarding the alleged payment by the complainant to the petitioner - accused. In the considered opinion of this Court, this naive argument is liable to be rejected for the simple reason that rather than raising the question before the Court *qua* necessity of the petitioner - accused to issue cheque, it is for the petitioner – accused to explain and prove the circumstance of issuing the cheque, especially when he admits his signature on said cheque. However, except for a bald assertion, no cogent or convincing evidence has been led by the petitioner - accused to substantiate the said plea. Furthermore, the argument of the petitioner - accused that the complainant has failed to establish the pre-existing liability of the petitioner as required under Section 139 of the Negotiable Instruments Act also does not persuade this Court as perusal of the provisions of Section 139 of the Negotiable Instruments Act makes it clear as crystal that there is a legal presumption in favour of the holder of cheque

regarding the cheque having been issued in discharge of legal liability unless the contrary is proved. Therefore, the burden was upon the petitioner to prove that the cheque in question was without any legal liability.

8. The next contention raised on behalf of the petitioner - accused is that both the Courts below on the one hand had relied upon the defence taken by petitioner - accused to hold that he admitted his signature on the cheque. However, on the other hand, a self-contradictory view has been taken that there is absolutely no legal evidence led by the petitioner - accused to rebut presumption. Furthermore, the reliance by both the Courts below on one part of the defence of the petitioner - accused was merely to establish the execution of the cheque while rejecting the remaining crucial portion without adequate reasoning or discussion, amounts to a clear misappreciation of evidence. These arguments on behalf of the petitioner - accused are *much ado about nothing*. It is but natural that in view of non-denial of his signature on the cheque in question in his statement recorded under Section 313 of the Cr.P.C. or in the cross-examination of the complainant's witnesses, by the petitioner - accused, the learned Courts below were bound to take the same as admission of the same on his part. In the considered opinion of this Court, the petitioner - accused, except making a bald and vague plea, has utterly failed to demonstrate as to which crucial portion of alleged defence of the petitioner - accused was ignored by the learned Courts below.

9. While referring to the following part of the testimony of CW-3, "*the accused used to work at my shop from 2007 till August 2015. At that time, I had knowledge that the accused was going to have child, and so*

I gave him the money. But I did not know that the child was born and was ill from 2-3 months.”. It is argued on behalf of the petitioner - accused that this statement indicates that the alleged illness of the child had persisted for 2-3 months before the complainant became aware of it. However, this Court after giving patient consideration to the said argument raised on behalf of the petitioner fails to purport of the same. Rather, this argument made on behalf of the petitioner - accused makes out a case in favour of the complainant, by corroborating the version of complainant that in view of the ill health of the new born baby the petitioner - accused further took a loan of Rs.2,20,000/- from the complainant.

10. Another contention raised on behalf of the petitioner – accused is that since the parties have already settled the matter for reduced amount of Rs.1,00,000/- before CW-2 Advocate Yogesh Garg, out of which part payment of Rs.65,000/- had already been made by the petitioner - accused and hence there was no need or occasion for the petitioner - accused to have executed agreement Ex.C-3. However, this argument raised on behalf of petitioner is again devoid of any merit. It has been concurrently and aptly decided by both the Courts below that the admission of settlement between the parties for reduced amount made by CW-2 Advocate Yogesh Garg, in his cross-examination cannot be relied upon. Both the Courts below have duly considered the said aspect and recorded a finding that CW-2, being an Advocate, has been examined only to prove the issuance of statutory notice under Section 138 of the Negotiable Instruments Act. In the considered opinion of this Court, CW-2 Advocate Yogesh Garg has no occasion to make any such admission in his cross-examination, especially when he has not uttered a whisper about any settlement between the parties

in his examination-in-chief. Furthermore, no evidence of alleged settlement for reduced amount has been proved on record. Moreover, no such suggestion regarding the alleged settlement or misuse of the cheque was put to the complainant when he appeared as CW-3. Therefore, the petitioner - accused cannot derive any benefit from such a plea at this stage. Further, the argument regarding the circumstances or necessity for execution of the agreement loses its significance once the petitioner - accused admitted his signature on the said agreement. The bald plea raised on behalf of the petitioner - accused that he has signed blank papers cannot serve any purpose in his favour as he has all the opportunity to disprove the execution of said agreement by examining witnesses but he chose not to do so.

11. In view of the above findings, the petitioner - accused has miserably failed to raise any probable defence to rebut the presumption attached to the cheque in question being issued in discharge of legal liability under section 139 of the Negotiable Instruments Act. The petitioner - accused, except raising the factual grounds, miserably failed to point out any jurisdictional error or perversity in the findings returned by both the learned Courts below. No material illegality or miscarriage of justice has been pointed out which may justify interference in the limited revisional jurisdiction of this Court. It would be apposite to refer herein to a judgment passed by the Hon'ble Supreme Court in a case titled as ***Sanjabij Tari v. Kishore S. Borcar, 2025(4) RCR (Criminal) 420***, relevant whereof reads as under:

“In Revisional Jurisdiction, High Court Does Not, In The Absence Of Perversity, Upset Concurrent Factual Findings.

27. *It is well settled that in exercise of revisional jurisdiction, the High Court does not, in the absence of perversity, upset concurrent factual findings. This Court is of the view that it is not for the Revisional Court to re-analyse and re-interpret the evidence on record. As held by this Court in Southern Sales & Services and Others v. Sauermilch Design and Handels GMBH, (2008) 14 SCC 457, it is a well-established principle of law that the Revisional Court will not interfere, even if a wrong order is passed by a Court having jurisdiction, in the absence of a jurisdictional error.*

28. *Consequently, this Court is of the view that in the absence of perversity, it was not open to the High Court in the present case, in revisional jurisdiction, to upset the concurrent findings of the Trial Court and the Sessions Court.”*

12. Consequently, finding no merit in the present revision petition, the same is hereby dismissed. The impugned judgments of conviction and orders of sentence passed by the Courts below are affirmed.

13. Pending application(s), if any, shall also stands disposed of.

(SUMEET GOEL)
JUDGE

May 25, 2026
Mahavir/Ajay

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