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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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*Date of Decision: 07.02.2026*

+ **CRL.REV.P. 39/2023 & CRL.M.A. 35103/2025**

SUNIL KUMAR SINGH .....Petitioner

Through: Mr. Sagar Suri, Advocate

versus

STATE AND ANOTHER .....Respondents

Through: Mr. Sanjeev Sabharwal, APP for State  
Mr. Davender Kumar, Advocate for  
R2 with R2 in person

**CORAM: JUSTICE GIRISH KATHPALIA**

**JUDGMENT (ORAL)**

1. The revisionist, having suffered conviction and sentence before both courts below under Section 138 Negotiable Instruments Act has filed this petition invoking revisional jurisdiction of this Court to assail the appellate judgment passed by the learned Principal District & Sessions Judge. I have heard learned counsel for both sides and examined the trial court record.

2. Broadly speaking, the present respondent no. 2 filed a complaint against the revisionist under Section 138 Negotiable Instruments Act, pleading the factual matrix as follows. The revisionist and the respondent no. 2 were maintaining good friendly relations and the revisionist used to borrow money from respondent no. 2 for investment purposes and used to



return the same with profits. In the month of June 2016, the revisionist again approached respondent no. 2 with the request to provide loan of Rs. 12,00,000/- for a period of one year as he wanted to purchase some property in Lucknow. Relying upon their previous relationship, the respondent no. 2 gave cash amount to the revisionist in two instalments, namely, Rs. 7,00,000/- on 28.07.2016 and Rs. 5,00,000/- on 12.08.2016. As per respondent no. 2, she arranged the said cash amount by withdrawing money from her bank account. Towards part repayment of the loan, the revisionist issued cheque dated 08.10.2017 of Rs. 9,00,000/- to respondent no. 2. But the said cheque on being presented got dishonoured with the remarks: “drawer’s signatures differ”.

3. On being summoned under Section 138 Negotiable Instruments Act, the revisionist pleaded not guilty in response to notice under Section 251 CrPC and pleaded that he had misplaced the said cheque, regarding which he also lodged a complaint dated 29.12.2016 with his bank, besides making a complaint to the police.

4. After recording complete evidence on behalf of respondent no. 2, opportunity was given to the revisionist but he opted not to lead any evidence in his defence. After hearing both sides, learned trial court held the revisionist guilty and convicted him under Section 138 Negotiable Instruments Act, imposing sentence of simple imprisonment for one month plus payment of compensation to respondent no. 2 for an amount of Rs. 11,00,000/- and in default thereof, to undergo further simple imprisonment for six months.



5. The revisionist filed an appeal, which was dismissed by way of the impugned judgment passed by the Court of Sessions after hearing both sides.

6. Hence, the present petition.

7. During arguments, learned counsel for revisionist has taken me through above record and it is contended that the alleged cash loan was not shown in her books of account or income-tax returns by respondent no. 2, so the cheque in question cannot be treated to have been drawn in discharge of liability. It is also argued by learned counsel for the revisionist that the revisionist had already intimated the bank in advance about loss of the said cheque, so it is not believable that he would have issued the said cheque. In this regard, learned counsel for revisionist has taken me through testimony of the bank witness CW-2, who proved on record the said intimation as Ex. CW2/D1. Further, it is argued that the cheque in question was dishonoured not on account of paucity of funds but because signatures of the drawer were different. It is also contended that as regards Rs. 3,00,000/- for which no cheque had been issued, disputes were raised before the civil court, which decided against the present respondent no. 2.

8. On the other hand, learned counsel for respondent no. 2 strongly supports the impugned judgment and contends that in view of settled legal position, this Court exercising revisional jurisdiction cannot re-appreciate evidence. It is argued that there is no infirmity in the impugned judgment. It is also contended that the dispute related to Rs. 3,00,000/- had no connection



with the subject loan transaction.

9. So far as the legal position is concerned, it is not disputed by either side that while exercising the revisional jurisdiction, this Court cannot re-appreciate evidence. The scope of the present proceedings revolves around an overall analysis of the appellate judgment to ascertain if there is any perversity in the same, in the sense that on the basis of material on record no reasonable man would have reached the same conclusion, as arrived at by the appellate court.

10. The learned appellate court in the impugned judgment has analysed threadbare each aspect as raised above.

11. As regards the plea of the revisionist that he did not draw the cheque in question and that he had intimated the bank in advance about having lost the cheque, according to statement of the revisionist under Section 313 CrPC, what was lost or stolen away was blank signed cheque. So, plea of the revisionist that the cheque in question was blank when the same went out of his hands is not correct. Further, the learned appellate court also compared the signatures on the said cheque with other signatures of the revisionist to arrive at a conclusion that the same was signed by him only. Furthermore, the bank witness CW-2 in his testimony specifically stated that as regards the intimation of loss of cheque, contrary to the regular official procedure, no such intimation was taken on record in the electronic system of the bank; and after analysis of the testimony of CW-2, the learned appellate court arrived at a conclusion that "*there is some sort of tacit understanding*



*between him and his bank*”.... and “*it looks as if he is managing the things*”. Besides that, I also find strength in the observation of the learned appellate court that the reason advanced by the bank to dishonour the said cheque would have been “*payment stopped by drawer*”, had the bank been already informed that cheque had been lost.

12. Coming to the argument of the learned counsel for revisionist that the respondent no. 2 did not prove her income tax returns to show if she had reflected the alleged loan transaction in her books of account, suffice it to record that it is nobody's case that the respondent no. 2 was not capable of giving the alleged loan amount to the revisionist. Although, respondent no. 2 in the witness box was cross-examined substantially, not a whisper was made by the learned cross-examiner calling her upon to produce her income tax returns or even alleging that she had not reflected the loan transaction in her income tax returns or books of accounts.

13. Finally, as regards the argument of disputes pending before the civil court, there is no material on record to show any such dispute, which according to learned counsel for revisionist pertained to the balance portion of the loan transaction but which according to learned counsel for respondent no. 2 has no connection with the present transaction.

14. In view of above discussion, I am unable to find any infirmity, much less perversity in the impugned judgment that would call for intervention in the revisional jurisdiction of this Court. Therefore, the impugned judgment dated 03.01.2023 is upheld and the present revision petition is dismissed.



15. The revisionist has not appeared personally today. It is directed that the revisionist shall surrender before the trial court on 09.02.2026 at 10:00am to face sentence. A copy of this judgment be sent to the learned trial court with the directions that in case the revisionist does not surrender on 09.02.2026, appropriate process shall be initiated to ensure that he faces sentence.

GIRISH  
KATHPALIA

Digitally signed by GIISH KATHPALIA  
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**GIRISH KATHPALIA  
(JUDGE)**

FEBRUARY 07, 2026

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