



2025:DHC:10084



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% *Judgment delivered on: 14.11.2025*+ **CRL.REV.P. 864/2024**

SATISH KUMAR

.....Petitioner

Through: Mr. Jitin Sahni, Mr. Gulshan
Gupta and Mr. Rohit Puri,
Advocates.

versus

STATE (GOVT. NCT DELHI) & ANR.Respondents

Through: Mr. Satinder Singh Bawa, APP
for State.
Mr. Shafiq Khan, Mr. Chandan
Saggu, Ms. Anjani Suri,
Advocates for R-2.**CORAM:****HON'BLE DR. JUSTICE SWARANA KANTA SHARMA****JUDGMENT****DR. SWARANA KANTA SHARMA, J**

1. The petitioner, by way of the present petition, has assailed the judgment dated 02.07.2024 [hereafter '*impugned judgment*'] passed by the learned Additional Sessions Judge (FTSC/RC), Dwarka Courts, South-West District, New Delhi [hereafter '*Appellate Court*'] in Criminal Appeal No. 167/2022, titled '*Satish Kumar vs. State & Anr.*' By the said judgment, the learned Appellate Court upheld the judgment of conviction dated 13.04.2022 and the order on sentence dated 28.04.2022, passed by the learned Metropolitan Magistrate (NI



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Act-03), South-West District, Dwarka Courts, New Delhi [hereafter '*Trial Court*'] in Complaint Case No. 45340/2019, titled '*Bindu Mahajan vs. Satish Kumar*', whereby the petitioner was convicted for commission of the offence punishable under Section 138 of the Negotiable Instruments Act, 1881 [hereafter '*NI Act*'].

2. The brief facts of the case, as alleged in the complaint filed under Section 138 of the NI Act, are that in March 2015, the petitioner-accused Satish Kumar, had approached respondent no. 2/complainant Ms. Bindu Mahajan, seeking financial assistance, pursuant to which she had advanced a friendly loan of ₹4,00,000/- to him. Thereafter, in May 2015, an additional sum of ₹20,00,000/- was allegedly advanced as a friendly loan for a period of three years. Two promissory notes dated 20.03.2015 and 28.05.2015 were purportedly executed by the petitioner in acknowledgment of these amounts. Subsequently, in 2019, the petitioner allegedly issued three cheques towards repayment of the total loan amount, i.e. cheque bearing no. 060929 amounting to ₹4,00,000/-, and cheque bearing nos. 011187, and 011188, each for ₹10,00,000/-, i.e. a total of ₹24,00,000/-. However, upon presentation, the said cheques were dishonoured – two on the ground of “Funds Insufficient”, and one for being a “Non-CTS Instrument”. A statutory legal notice dated 19.11.2019 was issued by the respondent no. 2 to the petitioner, and upon failure of the petitioner to make the payment, a complaint i.e. *Ct. Case No. 45340/2019* under Section 138 of the NI Act was filed.



3. After recording the pre-summoning evidence, the learned Trial Court took cognizance of the offence and summoned the petitioner to face trial. Notice under Section 251 of the Code of Criminal Procedure, 1973 [hereafter ‘Cr.P.C.’] was served upon him, to which he pleaded not guilty and claimed trial. The petitioner denied having taken any loan from respondent no. 2 and asserted that the signatures appearing on the two promissory notes were forged. He further stated that the cheques in question had been handed over to the husband of the respondent no. 2 for the limited purpose of purchasing a property in Dwarka, intended to be used as an office space. According to the petitioner, he had given six cheques in total to the husband of the complainant, with instructions that they may be utilized for payment of token money if an appropriate property was finalized during his absence from Delhi. He contended that the cheques were not issued in discharge of any legally enforceable liability and had been misused by respondent no. 2.

4. Subsequently, *vide* order dated 28.08.2021, the application moved by the petitioner under Section 145(2) of the NI Act was allowed, thereby permitting him to cross-examine the complainant. At the stage of complainant’s evidence, respondent no. 2 entered the witness box as CW-1 and was duly cross-examined on behalf of the petitioner. Thereafter, the statement of the petitioner was recorded under Section 313 of Cr.P.C., wherein he reiterated his defence. The petitioner opted to lead evidence in defence and examined himself as DW-1 and one Mohammad Ahmad Alvi as DW-2. Upon conclusion



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of the evidence, final arguments were advanced by both sides.

5. The learned Trial Court, after hearing the parties and considering the material on record, *vide* judgment dated 13.04.2022, convicted the petitioner for the offence punishable under Section 138 of the NI Act. By a separate order dated 28.04.2022, the petitioner was sentenced to undergo simple imprisonment for a period of one year and to pay compensation of ₹28,33,000/- to respondent no. 2.

6. The learned Appellate Court, *vide* the impugned judgment dated 02.07.2024, upheld both the conviction and the sentence awarded to the petitioner. Aggrieved thereby, the petitioner has preferred the present petition before this Court.

7. The learned counsel appearing for the petitioner contends that the conviction of the petitioner is contrary to law and the evidence on record. It is argued that the cheques in question were not issued towards any legally enforceable debt or liability, but had been handed over as signed blank cheques to the husband of respondent no. 2 in 2015 for the limited purpose of facilitating the purchase of an office space at Dwarka, which were subsequently misused by respondent no. 2. It is further submitted that the two promissory notes relied upon by the complainant are forged and fabricated documents, bearing signatures that do not belong to the petitioner. The learned counsel also relies upon a legal notice dated 20.05.2016 (Mark A/DX-1), purportedly addressed by the petitioner to the husband of respondent no. 2, seeking return of the said cheques, to establish his



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bona fides and to demonstrate that the cheques had been given in trust and not in discharge of any liability. Attention is also drawn to the cross-examination of the petitioner (DW-1), wherein a suggestion was put to the petitioner, to which he stated that *“It is correct that I have never taken any amount of money from the complainant or her husband.”* It is argued that such an admission in the form of suggestion to the petitioner, coupled with the suggestion put to the petitioner during his cross-examination that the notice Mark A/DX-1 was sent to an incorrect address, itself establishes that respondent no. 2 was aware of the petitioner’s prior demand for return of the cheques. It is submitted that the said notice dated 20.05.2016 precedes the statutory demand notice dated 19.11.2019 issued under Section 138 of the NI Act, thereby supporting the petitioner’s defence of misuse of cheques. It is further argued that respondent no. 2 has failed to prove her financial capacity to advance a sum of ₹24,00,000/-, particularly when she admitted during cross-examination that her monthly income was ₹30,000/- and that the alleged loan was not reflected in her Income Tax Returns. The learned counsel submits that both the learned Trial Court and the Appellate Court have failed to appreciate these material inconsistencies and the defence evidence led by the petitioner, including his own testimony and that of DW-2, which sufficiently rebutted the statutory presumption under Section 139 of the NI Act. Lastly, it is submitted that the petitioner has already been acquitted in a separate complaint case, being Ct. Case No. 45792/2019, titled



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‘*Rajan Mahajan vs. Satish Kumar*’, filed by the husband of respondent no. 2, which arises out of the same transaction as alleged in the present case. In these circumstances, it is prayed that the present petition be allowed.

8. The learned counsel appearing for respondent no. 2/complainant controverts the submissions advanced on behalf of the petitioner and supports the concurrent findings of the Courts below. It is argued that the petitioner and respondent no. 2, along with her husband, had known each other for several years, and in March 2015, the petitioner had approached them seeking financial assistance for producing a movie titled “Dada Malkhan Singh”. It is submitted that, upon repeated requests, respondent no. 2 had advanced a friendly loan of ₹4,00,000/- through bank transfer on 20.03.2015, and a further sum of ₹20,00,000/- in cash on 28.05.2015. In acknowledgment of this liability, the petitioner executed two promissory notes dated 20.03.2015 and 28.05.2015, and later issued three cheques – two of ₹10,00,000/- each and one of ₹4,00,000/- – towards repayment of the said loan. Upon presentation, the cheques were dishonoured due to insufficient funds, and despite service of the statutory notice dated 19.11.2019, the petitioner failed to make payment, leading to the filing of the complaint under Section 138 of the NI Act. It is further argued that during trial, the petitioner admitted his signatures on the cheques but failed to substantiate his defence that they were issued as security for purchase of property. He did not disclose any details such as the name of the seller, address,



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market value, or the location of the alleged property, nor did he specify the financial capacity or authority of respondent no. 2's husband to conclude such a transaction. It is also argued that the alleged legal notice dated 20.05.2016 (Mark A/DX-1), relied upon by the petitioner, is fabricated, as no original postal receipt or tracking proof was produced, and the address mentioned therein was one at which respondent no. 2 began residing only after March 2018. The learned counsel further submits that the petitioner's conduct during trial reflects inconsistency as he initially denied having received any money but later admitted the transfer of ₹4,00,000/- when confronted with bank records. His claim of having given six cheques in the presence of one Ravi Singh and Mohammad Alvi was not substantiated, as the alleged witness Ravi Singh was never examined. The petitioner also failed to prove that the promissory notes were forged, as he neither sought forensic examination nor summoned the attesting witnesses. It is contended that both the learned Trial Court and the Appellate Court have rightly held that the petitioner failed to rebut the statutory presumptions under Sections 118, 139, and 20 of the NI Act. Accordingly, the conviction and sentence were rightly upheld by the learned Appellate Court, and the present petition, being devoid of merit, deserves dismissal.

9. This Court has **heard** arguments addressed on behalf of the petitioner as well as the respondent no. 2, and has perused the material available on record.



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10. Insofar as the scope of present petition is concerned, it is well-settled that the High Court in criminal revision against conviction is not supposed to exercise the jurisdiction akin to the appellate court and the scope of interference is limited. Section 397 of the Cr.P.C. vests jurisdiction for the purpose of satisfying the Court as to the correctness, legality or propriety of any finding, sentence or order, recorded or passed, and as to the regularity of any proceedings of such inferior court. It is also well settled that while considering the same, the Revisional Court does not dwell at length upon the facts and evidence of the case [Ref: **Malkeet Singh Gill v. State of Chhattisgarh**: (2022) 8 SCC 204; **State of Gujarat v. Dilipsinh Kishorsinh Rao**: 2023 SCC OnLine SC 1294].

11. The petitioner herein has been convicted and sentenced for commission of offence under Section 138 of the NI Act, in which regard, concurrent findings have been recorded by the Courts below. As regards the essential ingredients required to establish the commission of an offence under Section 138 of the NI Act, the Hon'ble Supreme Court, in **Gimpex (P) Ltd. v. Manoj Goel**: (2022) 11 SCC 705, has lucidly enumerated the same in the following terms:

“26. The ingredients of the offence under Section 138 are:

26.1. The drawing of a cheque by person on an account maintained by him with the banker for the payment of any amount of money to another from that account;

26.2. The cheque being drawn for the discharge in whole or in part of any debt or other liability;

26.3. Presentation of the cheque to the bank;

26.4. The return of the cheque by the drawee bank as unpaid



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either because the amount of money standing to the credit of that account is insufficient to honour the cheque or that it exceeds the amount arranged to be paid from that account;

26.5. A notice by the payee or the holder in due course making a demand for the payment of the amount to the drawer of the cheque within 30 days of the receipt of information from the bank in regard to the return of the cheque; and

26.6. The drawer of the cheque failing to make payment of the amount of money to the payee or the holder in due course within 15 days of the receipt of the notice.”

12. There is no dispute that, to constitute an offence under Section 138 of the NI Act, the cheque in question must have been issued in discharge of a legally enforceable debt or liability. However, Section 139 of the NI Act provides that once the drawer admits his signature on the cheque, a statutory presumption arises that the cheque was issued for the discharge, in whole or in part, of a debt or other liability. Section 118 of the NI Act further lays down a presumption that every negotiable instrument, when held by a holder in due course, has been made or drawn for consideration. In addition, Section 20 of the NI Act stipulates that when a person signs and delivers a stamped but otherwise incomplete negotiable instrument, he thereby authorizes the holder to complete it for any amount not exceeding the value covered by the stamp. The scope and effect of these presumptions have been comprehensively explained by the Hon’ble Supreme Court in **Bir Singh v. Mukesh Kumar: (2019) 4 SCC 197**, wherein it was observed:

“33. A meaningful reading of the provisions of the Negotiable Instruments Act including, in particular, Sections 20, 87 and



139, makes it amply clear that a person who signs a cheque and makes it over to the payee remains liable unless he adduces evidence to rebut the presumption that the cheque had been issued for payment of a debt or in discharge of a liability. It is immaterial that the cheque may have been filled in by any person other than the drawer, if the cheque is duly signed by the drawer. If the cheque is otherwise valid, the penal provisions of Section 138 would be attracted.

34. If a signed blank cheque is voluntarily presented to a payee, towards some payment, the payee may fill up the amount and other particulars. This in itself would not invalidate the cheque. The onus would still be on the accused to prove that the cheque was not in discharge of a debt or liability by adducing evidence.”

13. In the present case, the petitioner does not dispute his signatures on the cheques in question. The sole defence taken is that the cheques were not issued in discharge of any liability but were handed over for a different purpose. Consequently, the statutory presumptions under Sections 118 and 139 of the NI Act stand attracted against the petitioner. However, it is equally well settled that these presumptions are rebuttable. The accused may rebut them either by leading cogent evidence in support of his defence or by establishing such material inconsistencies or improbabilities in the complainant’s version as to create a reasonable doubt regarding the existence of a legally enforceable debt or liability. The Hon’ble Supreme Court in ***Oriental Bank of Commerce v. Prabodh Kumar Tewari***: 2022 SCC OnLine SC 1089, has reiterated that once the drawer admits his signature on the cheque and the fact that it was handed over to the payee, a presumption arises that it was issued in discharge of a debt or liability. The burden then shifts to the drawer



to rebut this presumption by adducing credible evidence. The relevant observation is as follows:

“16. A drawer who signs a cheque and hands it over to the payee, is presumed to be liable unless the drawer adduces evidence to rebut the presumption that the cheque has been issued towards payment of a debt or in discharge of a liability. The presumption arises under section 139.”

14. To appreciate the arguments raised before this Court, it shall be apposite to first examine the testimonies of the witnesses. From the testimony of CW-1, it emerges that she reiterated the version set out in her complaint and deposed regarding her long-standing acquaintance with the accused/petitioner and his family. She adopted her pre-summoning evidence as post-summoning evidence and maintained that the cheques in question were issued by the petitioner towards repayment of the friendly loan advanced to him. The key aspects of her deposition are as follows:

- (a) CW-1 stated that her current income was around ₹50,000–₹60,000/- per month, and in 2015 she used to earn about ₹30,000/- per month.
- (b) She denied having received any legal notice dated 20.05.2016 from the accused or any reply to her statutory notice dated 29.11.2019.
- (c) She deposed that she had known the accused for 10–12 years and was also acquainted with his second wife, Mrs. Gehna Gehlot, and their children, who often visited her house.
- (d) CW-1 categorically denied that the details on the cheques or



the signatures on the promissory notes were filled in or forged by her or her husband.

- (e) She stated that her husband is both a practising advocate and a property consultant, and denied that in 2015 he was engaged only in property dealings.
- (f) CW-1 further deposed that the cheques were not issued as security but were given towards repayment of the friendly loan.
- (g) She clarified that when the alleged notice dated 20.05.2016 (Mark A/DX-1) was sent to her husband, they were residing at Flat No. 1002, Gulmohar Apartments, Sector 11, Dwarka, and not at Flat No. 701, as mentioned in the notice.
- (h) She denied all suggestions put to her regarding misuse of the cheques or fabrication of documents.

15. As noted above, once the petitioner admitted his signatures on the cheques in question, the statutory presumptions under Sections 118 and 139 of the NI Act stood attracted against him. It was, therefore, incumbent upon the petitioner to rebut these presumptions by leading cogent and credible evidence to show that the cheques were not issued in discharge of any legally enforceable debt or liability. In his examination-in-chief, DW-1 (petitioner) reiterated his defence that the cheques in question were not issued towards repayment of any loan but were handed over blank to the complainant's husband for a property transaction. The essential portions of his testimony are as under:



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- (a) DW-1 stated that he had known the complainant's husband, Rajan Mahajan, since around 2010–11, and that he worked as a property dealer through whom he had purchased properties earlier.
- (b) He deposed that he wished to buy an office space in Dwarka, and since he often travelled for work, he handed over six signed blank cheques, including the three cheques in question, to Rajan Mahajan to be used for payment of token money for the property.
- (c) He claimed to have also handed over documents relating to his Kalkaji property to Rajan Mahajan for sale purposes.
- (d) DW-1 stated that when informed that the desired office space had been sold to someone else, he sought return of his cheques, but Mahajan failed to do so. Consequently, he allegedly sent a legal notice dated 20.05.2016 (Mark A/DX-1) seeking their return.
- (e) He deposed that the cheques were later misused by the complainant, and that he had duly replied to the statutory legal demand notice issued under Section 138 of NI Act.
- (f) During cross-examination, DW-1 initially stated that he had never taken any money from the complainant or her husband but, upon being confronted with bank entries (Ex. CW-1/9), admitted having received ₹4,00,000/-, i.e. ₹2,00,000/- each from the accounts of the complainant and her daughter.
- (g) He conceded that all six cheques contained his signatures and



reiterated that they had been given in blank signed condition.

- (h) He also stated that two persons, namely Mohammad Alvi and Ravi Singh, were present when the cheques were handed over, though the said Ravi Singh was never examined in his defence.

16. DW-2, Mohammed Ahmad Alvi, who was examined as a defence witness, deposed that he was a neighbour of the accused and had accompanied him in May 2015 when the alleged transaction with the complainant's husband, Rajan Mahajan, took place. He stated that six cheques, in blank signed condition, were handed over by the accused to Rajan Mahajan in his presence. However, during cross-examination, DW-2 admitted that the cheques were not given for purchase of any specific property, and that he was unaware of the details such as the location, dimensions, or value of the proposed office space. He further stated that no fixed amount was decided between the parties before the cheques were given, and that he had not accompanied the accused at any time thereafter to demand their return. He also acknowledged that he did not know the complainant personally and had never met her outside of court.

17. In the opinion of this Court, the learned Trial Court has rightly observed that the petitioner, while asserting that the cheques were given for purchase of a property, did not furnish even the most basic particulars of such a transaction. Neither the name of the alleged seller, nor the address, location, or indicative price of the purported property was ever disclosed. The petitioner did not specify the



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financial limit within which he had authorised the complainant's husband to negotiate, nor did he produce any document or correspondence to show that any such property transaction was ever contemplated. Moreover, the testimony of DW-2, far from supporting the petitioner, further weakened his case, as he admitted that no specific property, amount, or term had been agreed upon and that he was unaware of any actual negotiation taking place.

18. The reliance placed by the petitioner on the alleged legal notice dated 20.05.2016 (Mark A/DX-1) has also been rightly disbelieved by the Courts below. The said document, being only a photocopy, was neither proved in accordance with law nor supported by any postal receipt or testimony from the postal department. More significantly, it was addressed to an incorrect flat number, and the complainant has consistently deposed that she began residing at that address only in 2018, much after the purported date of the notice. These circumstances lend strong support to the inference drawn by the learned Trial Court that the said document was subsequently fabricated to bolster a false defence. The petitioner's conduct in allegedly issuing such a notice seeking return of his cheques, yet taking no steps to issue stop-payment instructions or otherwise prevent their misuse, also belies his defence. Taken cumulatively, these inconsistencies and improbabilities render the petitioner's version unconvincing and implausible.

19. As regards the argument of the petitioner that the suggestion



put to him in cross-examination – wherein he stated, *“It is correct that I have never taken any amount of money from the complainant or her husband”* – demonstrates that no legally enforceable debt existed, this contention is unmerited. The learned Trial Court has rightly observed that this very portion of the petitioner’s testimony proved detrimental to his own case. When confronted with the bank records (Ex. CW-1/9 colly) reflecting transfer of ₹2,00,000/- each from the accounts of the complainant and her daughter to his own account, the petitioner admitted having received a total of ₹4,00,000/- . Thus, having first denied any financial transaction and then conceding receipt of the said amount, the petitioner not only contradicted himself but also failed to offer any plausible explanation for such receipt. His subsequent assertion that the transfer pertained to an unrelated prior transaction was unsupported by any material on record. The learned Trial Court has, therefore, rightly held that this contradiction destroyed the petitioner’s credibility and, instead of supporting his defence, fortified the complainant’s case that the cheques were issued in discharge of an existing liability.

20. Further, the contention of the learned counsel for the petitioner that the two promissory notes relied upon by the complainant are forged and fabricated documents also deserves rejection. Both the learned Trial Court and the learned Appellate Court have rightly held that the petitioner did not take any steps to substantiate this allegation. Apart from a bare suggestion put to the complainant in cross-examination – which was specifically denied by her – no effort



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was made by the petitioner to seek forensic examination of the disputed signatures or to summon the attesting witnesses of the said promissory notes to establish his defence of forgery. Suggestions, by themselves, have no evidentiary value, and in the absence of any corroborative proof, such a plea cannot stand. On the contrary, the complainant's testimony regarding execution of the promissory notes remained unshaken in cross-examination. Accordingly, this Court finds no error in the concurrent finding that the petitioner failed to prove that the promissory notes were fabricated, and the same were rightly relied upon as evidence of acknowledgment of liability.

21. As regards the contention of the petitioner that respondent no. 2 lacked the financial capacity to advance a loan of ₹24,00,000/-, this Court finds no merit in the said submission also. The learned Trial Court has rightly observed that the challenge to the complainant's financial capacity was unsupported by any substantive cross-examination or evidence. Beyond eliciting a statement that the complainant's monthly income in 2015 was around ₹30,000/-, the petitioner did not question her as to the source of funds, savings, or financial arrangements through which the loan was advanced. No material was brought on record to create even a reasonable doubt regarding her ability to lend the said amount. The learned Appellate Court has also correctly noted that even if part of the transaction was made in cash, such payment would not render the loan invalid or unenforceable under the law. A mere violation of Section 269SS of the Income Tax Act, 1961, if any, attracts at best a penal consequence



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under Section 271D of the said Act, but does not make the underlying transaction void, illegal, or non-existent.

22. The recent decision of the Hon'ble Supreme Court in ***Sanjabij Tari v. Kishore S. Borcar***: 2025 INSC 1158, has put the controversy to rest by holding as under:

“19. Recently, the Kerala High Court in ***P.C. Hari vs. Shine Varghese & Anr.***, 2025 SCC OnLine Ker 5535 has taken the view that a debt created by a cash transaction above Rs. 20,000/- (Rupees Twenty Thousand) in violation of the provisions of Section 269SS of the Income Tax Act, 1961 (for short ‘IT Act, 1961’) is not a ‘legally enforceable debt’ unless there is a valid explanation for the same, meaning thereby that the presumption under Section 139 of the Act will not be attracted in cash transactions above Rs. 20,000/- (Rupees Twenty Thousand).

20. However, this Court is of the view that any breach of Section 269SS of the IT Act, 1961 is subject to a penalty only under Section 271D of the IT Act, 1961. Further neither Section 269SS nor 271D of the IT Act, 1961 state that any transaction in breach thereof will be illegal, invalid or statutorily void. Therefore, any violation of Section 269SS would not render the transaction unenforceable under Section 138 of the NI Act or rebut the presumptions under Sections 118 and 139 of the NI Act because such a person, assuming him/her to be the payee/holder in due course, is liable to be visited by a penalty only as prescribed. Consequently, the view that any transaction above Rs.20,000/- (Rupees Twenty Thousand) is illegal and void and therefore does not fall within the definition of ‘legally enforceable debt’ cannot be countenanced. Accordingly, the conclusion of law in ***P.C. Hari*** (supra) is set aside.

22. It is pertinent to mention that in the present case, the Respondent No.1- Accused has filed no documents and/or examined any independent witness or led any evidence with regard to the financial incapacity of the Appellant-Complainant to advance the loans in question. For instance, this Court in ***Rajaram S/o Sriramulu Naidu (Since Deceased)***



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Through LRs. vs. Maruthachalam (Since Deceased) Through LRs., (2023) 16 SCC 125 has held that presumptions under Sections 118 and 139 of the NI Act can be rebutted by the accused examining the Income Tax Officer and bank officials of the complainant/drawee.”

23. Thus, any breach of Section 269SS of the Income Tax Act does not invalidate the transaction or render the debt unenforceable for the purposes of Section 138 of the NI Act. The Supreme Court has clarified that such violation merely invites penalty, and the presumption under Sections 118 and 139 of the NI Act continues to operate unless successfully rebutted by credible evidence. In the present case, the petitioner has neither examined any independent witness nor produced any document to substantiate the alleged financial incapacity of the complainant. Accordingly, this Court finds that the concurrent findings of the Courts below on this aspect are based on sound reasoning and in conformity with the settled legal position.

24. In view of the foregoing discussion, this Court is of the considered opinion that the petitioner has failed to discharge the burden of rebutting the statutory presumptions arising under Sections 118 and 139 of the NI Act. Both the learned Trial Court and the learned Appellate Court have correctly appreciated the evidence and recorded well-reasoned findings, which suffer from no perversity, illegality, or material irregularity warranting interference in revisional jurisdiction.

25. Accordingly, the conviction and sentence of the petitioner are



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upheld, and the present petition is dismissed.

26. The petitioner is directed to surrender and serve the sentence awarded to him, within a period of three weeks from date.

27. The judgment be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J
NOVEMBER 14/ 2025/zp