IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

Cr. Revision No. 188 of 2025
Reserved on: 09.12.2025
Date of Decision: 20.12.2025

Sohan Lal ...Petitioner

Versus

Jagdish Kumar Sharma ...Respondent

Coram
Hon'ble Mr Justice Rakesh Kainthla, Judge.
Whether approved for reporting?[1] *No.*

For the Petitioner : Mr I.S. Chandel, Advocate.
For the Respondent : Mr Vivek Singh Attri, Advocate.

Rakesh Kainthla, Judge

The present revision is directed against the judgment dated 16.01.2025, passed by learned Additional Sessions Judge, Rohru, Camp at Theog, District Shimla, H.P. (learned Appellate Court) vide which the judgment of conviction dated 17.04.2023 and order of sentence dated 19.04.2023, passed by learned Additional Chief Judicial Magistrate, Theog, District Shimla, H.P. (learned Trial Court), were upheld. *(Parties shall hereinafter be referred to in the same manner as they were arrayed before the learned Trial Court for convenience.)*

1 Whether reporters of Local Papers may be allowed to see the judgment? Yes.

2. Briefly stated, the facts giving rise to the present petition are that the complainant filed a complaint against the accused before the learned Trial Court for the commission of an offence punishable under Section 138 of the Negotiable Instruments Act (NI Act). It was asserted that the complainant and the accused were known to each other. The accused issued a cheque of ₹2,50,000/- in favour of the complainant to discharge his liability. The complainant presented the cheque in his bank account in Punjab National Bank, Branch at Theog, but it was dishonoured with the endorsement "funds insufficient." The complainant sent a notice to the accused on 21.06.2016 through registered post. The notice was served upon the accused, but he failed to repay the amount despite receiving the notice. Hence, a complaint was filed before the learned Trial Court to take action as per the law.

3. The learned Trial Court found sufficient reasons to summon the accused. When the accused appeared before the learned Trial Court, a notice of accusation was put to him for the commission of an offence punishable under Section 138 of the NI Act, to which he pleaded not guilty and claimed to be tried.

4. The complainant examined himself (CW1), Rahul Ranta (CW2) and Ankush Chauhan (CW3) to prove his case.

5. The accused, in his statement recorded under Section 313 of Cr.P.C., admitted that the cheque bears his signature. He denied that a notice was served upon him. He stated that he had lost the cheque, which was misused by the complainant. A false complaint was made against him. He examined himself (DW1) to prove his defence.

6. Learned Trial Court held that the accused admitted his signature on the cheque; hence, a presumption arose that the cheque was issued for consideration to discharge the liability. The plea taken by the accused that he had lost the cheque was not probable. The accused failed to controvert the allegations made in the notice by sending a reply. The cheque was dishonoured with an endorsement "funds insufficient." The notice was duly served upon the accused, but he failed to repay the amount. Consequently, the learned Trial Court convicted the accused for the commission of an offence punishable under Section 138 of the N.I. Act and sentenced him to undergo simple imprisonment for

one year and to pay a compensation of ₹5,00,000/- to the complainant.

7. Being aggrieved by the judgment and order passed by the learned Trial Court, the accused filed an appeal, which was decided by the learned Additional Sessions Judge, Rohru, Camp at Theog, District Shimla, H.P. (learned Appellate Court). The learned Appellate Court concurred with the findings recorded by the learned Trial Court that the admission of the signatures on the cheque would trigger a presumption under Sections 118(a) and 139 of the N.I. Act that the cheque was issued for consideration to discharge the debt/liability. The plea taken by the accused that he had lost the cheque was not proved. The testimony of the accused was insufficient to rebut the presumption. The cheque was dishonoured with an endorsement "insufficient funds." The accused failed to repay the amount despite receiving a valid notice of demand. All the ingredients of the commission of an offence punishable under Section 138 of the NI Act were duly satisfied. The learned Trial Court had rightly convicted and sentenced the accused. Hence, the appeal was dismissed.

8. Being aggrieved by the judgments and order passed by the learned Courts below, the accused has filed the present revision, asserting that the learned Courts erred in appreciating the material on record. The complainant failed to prove that the accused had borrowed ₹2,50,000/- from him. The plea taken by the accused, that he had misplaced the cheque, which was misused by the complainant, was highly probable. The statement of the complainant was contradictory, and the service of the notice upon the accused was not proved. Therefore, it is prayed that the present revision be allowed and the judgments and order passed by the learned Courts below be set aside.

9. I have heard Mr I.S. Chandel, learned counsel for the petitioner/accused, and Mr Vivek Singh Attri, learned counsel for the respondent/complainant.

10. Mr I.S. Chandel, learned counsel for the petitioner/accused, submitted that the learned Courts below relied upon the presumption of service, which could only arise after 30 days from the date of dispatch of the notice. The accused had a right to repay the amount within 15 days of receipt of the notice. The complaint was filed before the expiry of 15 days from the date

of service of the notice; hence, the complaint was premature. He relied upon the judgment of this Court in ***Govind Ram Vs. State of H.P. & Anr. [2025:HHC:33346]*** in support of his submission.

11. Mr Vivek Singh Attri, learned counsel for the respondent/complainant, submitted that the complainant has the right to file a fresh complaint and that liberty be extended to the complainant.

12. I have given considerable thought to the submissions made at the bar and have gone through the records carefully.

13. It was laid down by the Hon'ble Supreme Court in ***Malkeet Singh Gill v. State of Chhattisgarh, (2022) 8 SCC 204: (2022) 3 SCC (Cri) 348: 2022 SCC OnLine SC 786*** that a revisional court is not an appellate court and it can only rectify the patent defect, errors of jurisdiction or the law. It was observed at page 207-

> "10. Before adverting to the merits of the contentions, at the outset, it is apt to mention that there are concurrent findings of conviction arrived at by two courts after a detailed appreciation of the material and evidence brought on record. The High Court in criminal revision against conviction is not supposed to exercise the jurisdiction like the appellate court, and the scope of interference in revision is extremely narrow. Section 397 of the Criminal Procedure Code (in short "CrPC") vests jurisdiction to satisfy itself or himself 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. The object of the provision is to set right a patent defect or an error of jurisdiction or law. There has to be a well-founded error that is to be determined on the merits of individual cases. 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 to reverse those findings.

14. This position was reiterated in ***State of Gujarat v. Dilipsinh Kishorsinh Rao, (2023) 17 SCC 688: 2023 SCC OnLine SC 1294,*** wherein it was observed at page 695:

> "14. The power and jurisdiction of the Higher Court under Section 397 CrPC, which vests the court with the power to call for and examine records of an inferior court, is for the purposes of satisfying itself as to the legality and regularities of any proceeding or order made in a case. The object of this provision is to set right a patent defect or an error of jurisdiction or law or the perversity which has crept in such proceedings.
>
> 15. It would be apposite to refer to the judgment of this Court in ***Amit Kapoor v. Ramesh Chander, (2012) 9 SCC 460: (2012) 4 SCC (Civ) 687: (2013) 1 SCC (Cri) 986***, where scope of Section 397 has been considered and succinctly explained as under: (SCC p. 475, paras 12-13)
>
> > "*12.* Section 397 of the Code vests the court with the power to call for and examine the records of an inferior court for the purposes of satisfying itself as to the legality and regularity of any proceedings or order made in a case. The object of this provision is to set right a patent defect or an error of jurisdiction or law. There has to be a well-founded error, and it may not be appropriate for the court to scrutinise the orders, which, upon the face of it, bear a token of careful consideration and appear to be in accordance with law. If one looks into the various judgments of this Court, it emerges that the revisional jurisdiction can

> be invoked where the decisions under challenge are grossly erroneous, there is no compliance with the provisions of law, the finding recorded is based on no evidence, material evidence is ignored, or judicial discretion is exercised arbitrarily or perversely. These are not exhaustive classes, but are merely indicative. Each case would have to be determined on its own merits.
>
> *13*. Another well-accepted norm is that the revisional jurisdiction of the higher court is a very limited one and cannot be exercised in a routine manner. One of the inbuilt restrictions is that it should not be against an interim or interlocutory order. The Court has to keep in mind that the exercise of revisional jurisdiction itself should not lead to injustice ex facie. Where the Court is dealing with the question as to whether the charge has been framed properly and in accordance with law in a given case, it may be reluctant to interfere in the exercise of its revisional jurisdiction unless the case substantially falls within the categories aforestated. Even the framing of the charge is a much-advanced stage in the proceedings under CrPC."

15. It was held in ***Kishan Rao v. Shankargouda*, (2018) 8 SCC 165: *(2018) 3 SCC (Cri) 544: (2018) 4 SCC (Civ) 37: 2018 SCC OnLine SC 651*** that it is impermissible for the High Court to reappreciate the evidence and come to its conclusions in the absence of any perversity. It was observed at page 169:

> "12. This Court has time and again examined the scope of Sections 397/401 CrPC and the grounds for exercising the revisional jurisdiction by the High Court. In ***State of Kerala v. Puttumana Illath Jathavedan Namboodiri, (1999) 2 SCC 452: 1999 SCC (Cri) 275***, while considering the scope of the revisional jurisdiction of the High Court, this Court has laid down the following: (SCC pp. 454-55, para 5)

5. ... In its revisional jurisdiction, the High Court can call for and examine the record of any proceedings to satisfy itself as to the correctness, legality or propriety of any finding, sentence or order. In other words, the jurisdiction is one of supervisory jurisdiction exercised by the High Court for correcting a miscarriage of justice. But the said revisional power cannot be equated with the power of an appellate court, nor can it be treated even as a second appellate jurisdiction. Ordinarily, therefore, it would not be appropriate for the High Court to reappreciate the evidence and come to its conclusion on the same when the evidence has already been appreciated by the Magistrate as well as the Sessions Judge in appeal, unless any glaring feature is brought to the notice of the High Court which would otherwise amount to a gross miscarriage of justice. On scrutinising the impugned judgment of the High Court from the aforesaid standpoint, we have no hesitation in concluding that the High Court exceeded its jurisdiction in interfering with the conviction of the respondent by reappreciating the oral evidence. ...”

13. Another judgment which has also been referred to and relied on by the High Court is the judgment of this Court in ***Sanjaysinh Ramrao Chavan v. Dattatray Gulabrao Phalke, (2015) 3 SCC 123: (2015) 2 SCC (Cri) 19***. This Court held that the High Court, in the exercise of revisional jurisdiction, shall not interfere with the order of the Magistrate unless it is perverse or wholly unreasonable or there is non-consideration of any relevant material, the order cannot be set aside merely on the ground that another view is possible. The following has been laid down in para 14: (SCC p. 135)

> “*14.* ... Unless the order passed by the Magistrate is perverse or the view taken by the court is wholly unreasonable or there is non-consideration of any relevant material or there is palpable

misreading of records, the Revisional Court is not justified in setting aside the order, merely because another view is possible. The Revisional Court is not meant to act as an appellate court. The whole purpose of the revisional jurisdiction is to preserve the power in the court to do justice in accordance with the principles of criminal jurisprudence. The revisional power of the court under Sections 397 to 401 CrPC is not to be equated with that of an appeal. Unless the finding of the court, whose decision is sought to be revised, is shown to be perverse or untenable in law or is grossly erroneous or glaringly unreasonable or where the decision is based on no material or where the material facts are wholly ignored or where the judicial discretion is exercised arbitrarily or capriciously, the courts may not interfere with the decision in exercise of their revisional jurisdiction."

16. This position was reiterated in ***Bir Singh v. Mukesh Kumar, (2019) 4 SCC 197: (2019) 2 SCC (Cri) 40: (2019) 2 SCC (Civ) 309: 2019 SCC OnLine SC 13,*** wherein it was observed at page 205:

"16. It is well settled that in the exercise of revisional jurisdiction under Section 482 of the Criminal Procedure Code, the High Court does not, in the absence of perversity, upset concurrent factual findings. It is not for the Revisional Court to re-analyse and re-interpret the evidence on record.

17. As held by this Court in ***Southern Sales & Services 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. The answer to the first question is, therefore, in the negative."

17. A similar view was taken in ***Sanjabij Tari v. Kishore S. Borcar, 2025 SCC OnLine SC 2069,*** wherein it was observed:

> "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 [See: *Bir Singh*(supra)]. 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 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.

18. The present revision has to be decided as per the parameters laid down by the Hon'ble Supreme Court.

19. The ingredients of the offence punishable under Section 138 of the NI Act were explained by the Hon'ble Supreme Court in ***Kaveri Plastics v. Mahdoom Bawa Bahrudeen Noorul, 2025 SCC OnLine SC 2019*** as under:-

> "5.1.1. In ***K.R. Indira v. Dr. G. Adinarayana (2003) 8 SCC 300***, this Court enlisted the components, aspects and the acts, the concatenation of which would make the offence under Section 138 of the Act complete, to be these (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 in whole/in part of any debt or liability, (ii) presentation of the cheque by the payee or the

> holder in due course to the bank, (iii) returning the cheque unpaid by the drawee 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 15 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, and (v) failure of the drawer to make payment to the payee or the holder in due course of the cheque, of the amount covered by the cheque within 15 days of the receipt of the notice."

20. The accused admitted in his statement recorded under Section 313 of the Cr.PC that the cheque bears his signature. He also admitted this fact in his statement on oath. He volunteered to say that the cheque did not contain his complete signatures. It was laid down by the Hon'ble Supreme Court in ***APS Forex Services (P) Ltd. v. Shakti International Fashion Linkers (2020) 12 SCC 724***, that when the issuance of a cheque and signature on the cheque are not disputed, a presumption would arise that the cheque was issued in discharge of the legal liability. It was observed: -

> "9. Coming back to the facts in the present case and considering the fact that the accused has admitted the issuance of the cheques and his signature on the cheque and that the cheque in question was issued for the second time after the earlier cheques were dishonoured and that even according to the accused some amount was due and payable, there is a presumption under Section 139 of the NI Act that there exists a legally enforceable debt or liability. Of course, such a presumption is rebuttable. However, to rebut the presumption, the accused was required to lead evidence that

> the full amount due and payable to the complainant had been paid. In the present case, no such evidence has been led by the accused. The story put forward by the accused that the cheques were given by way of security is not believable in the absence of further evidence to rebut the presumption, and more particularly, the cheque in question was issued for the second time after the earlier cheques were dishonoured. Therefore, both the courts below have materially erred in not properly appreciating and considering the presumption in favour of the complainant that there exists a legally enforceable debt or liability as per Section 139 of the NI Act. It appears that both the learned trial court as well as the High Court have committed an error in shifting the burden upon the complainant to prove the debt or liability, without appreciating the presumption under Section 139 of the NI Act. As observed above, Section 139 of the Act is an example of reverse onus clause and therefore, once the issuance of the cheque has been admitted and even the signature on the cheque has been admitted, there is always a presumption in favour of the complainant that there exists legally enforceable debt or liability and thereafter, it is for the accused to rebut such presumption by leading evidence."

21. A similar view was taken in ***N. Vijay Kumar v. Vishwanath Rao N., 2025 SCC OnLine SC 873***, wherein it was held as under:

> "6. Section 118 (a) assumes that every negotiable instrument is made or drawn for consideration, while Section 139 creates a presumption that the holder of a cheque has received the cheque in discharge of a debt or liability. Presumptions under both are rebuttable, meaning they can be rebutted by the accused by raising a probable defence."

22. A similar view was taken in ***Sanjabij Tari v. Kishore S. Borcar, 2025 SCC OnLine SC 2069***, wherein it was observed:

> *"ONCE EXECUTION OF A CHEQUE IS ADMITTED, PRESUMPTIONS UNDER SECTIONS 118 AND 139 OF THE NI ACT ARISE*
>
> 15. In the present case, the cheque in question has admittedly been signed by the Respondent No. 1-Accused. This Court is of the view that once the execution of the cheque is admitted, the presumption under Section 118 of the NI Act that the cheque in question was drawn for consideration and the presumption under Section 139 of the NI Act that the holder of the cheque received the said cheque in discharge of a legally enforceable debt or liability arises against the accused. It is pertinent to mention that observations to the contrary by a two-Judge Bench in ***Krishna Janardhan Bhat v. Dattatraya G. Hegde, (2008) 4 SCC 54***, have been set aside by a three-Judge Bench in *Rangappa*(supra).
>
> 16. This Court is further of the view that by creating this presumption, the law reinforces the reliability of cheques as a mode of payment in commercial transactions.
>
> 17. Needless to mention that the presumption contemplated under Section 139 of the NI Act is a rebuttable presumption. However, the initial onus of proving that the cheque is not in discharge of any debt or other liability is on the accused/drawer of the cheque [See: ***Bir Singhv. Mukesh Kumar, (2019) 4 SCC 197***].

23. Thus, the learned Courts below were justified in raising the presumption that the cheque was issued in discharge of the liability for consideration.

24. The accused stated that he had met the complainant, who had delivered the property to Dr Ramesh. He had paid ₹3,50,000/- to Jagdish as an advance at the instance of Dr Ramesh. Jagdish was a property dealer and had no personal connection with him. He stated in his cross-examination that his

cheque was misplaced and that he had not put his complete signature on the cheque. He denied that he had cordial relations with Jagdish or that he had to pay ₹2,50,000/- to him.

25. The accused claimed that he had misplaced his signed cheque. However, his statement is silent regarding reporting the loss of the cheque to the bank. Any prudent person would have immediately informed the bank to stop the payment of the lost cheque. The failure to report the matter to the Bank would make it difficult to rely upon the statement of the accused that he had lost the cheque.

26. The accused did not lead any other evidence to establish that he had misplaced his cheque; therefore, the learned Courts below had rightly held that the accused had failed to rebut the presumption attached to the cheque.

27. The complainant asserted that the cheque was dishonoured with an endorsement "insufficient funds." The complainant's version was proved by Rahul Ranta (CW2), who stated that the cheque was dishonoured because the accused did not have sufficient money in his account. He produced the statement of account (Ex. R), which shows that the balance in the

account was zero on 07.06.2016. Thus, the complainant's version that the cheque was dishonoured with an endorsement "funds insufficient" was duly proved on record.

28. The complainant stated that he had issued a notice (Ex.CW1/D) asking the accused to repay the money within 15 days of its receipt. The accused stated on oath that he had received a notice (Ex. D1/DW1) which was inside the envelope (Ex. D2/DW1). The envelope (ExD2/DW1) mentions the Registered Letter No. RE748272497IN, which is the same number that has been mentioned in the postal receipt (Ex.CW1/E). Thus, the envelope (Ex.DW2/DW1) proves that the letter sent vide postal receipt (Ex.CW1/E) was delivered to the accused.

29. The accused claimed that he had received the notice (Ex. D1/DW1) mentioning the name of Amar Singh, s/o Laxmi Singh, as the person on whose behalf the notice was issued. This plea cannot be accepted. The accused never sent any reply to the notice to the learned counsel informing him that a wrong notice was received. Complainant specifically denied in his cross-examination that the notice (Ex.CW1/D) was not the same notice that was sent by him, and that Amar Singh had sent the notice. A

denied suggestion does not amount to any proof, and the accused cannot take any advantage from it. Thus, the plea that some other notice was received by the accused cannot be accepted.

30. It was laid down in ***C.C. Allavi Haji vs. Pala Pelly Mohd. 2007(6) SCC 555***, that the person who claims that he had not received the notice has to pay the amount within 15 days from the date of the receipt of the summons from the Court and in case of failure to do so, he cannot take the advantage of the fact that notice was not received by him. It was observed:

> "It is also to be borne in mind that the requirement of giving notice is a clear departure from the rule of Criminal Law, where there is no stipulation of giving notice before filing a complaint. *Any drawer who claims that he did not receive the notice sent by post, can, within 15 days of receipt of summons from the court in respect of the complaint under Section 138 of the Act, make payment of the cheque amount and submit to the Court that he had made payment within 15 days of receipt of summons (by receiving a copy of the complaint with the summons) and, therefore, the complaint is liable to be rejected. A person who does not pay within 15 days of receipt of the summons from the Court along with the copy of the complaint under Section 138 of the Act, cannot obviously contend that there was no proper service of notice as required under Section 138, by ignoring statutory presumption to the contrary under Section 27 of the G.C. Act and Section 114 of the Evidence Act.* In our view, any other interpretation of the proviso would defeat the very object of the legislation. As observed in *Bhaskaran's case* (supra), if the giving of notice in the context of Clause (b) of the proviso was the same as the receipt of notice, a trickster cheque drawer would get the premium to avoid receiving the notice by adopting different strategies and escape from the legal consequences of Section

138 of the Act." (Emphasis supplied)

31. In the present case, no payment was made, and the plea that notice was not received by the accused will not help him.

32. It was submitted on behalf of the accused that the complaint was premature. This submission cannot be accepted. A stamp of Post Office Narkanda regarding the delivery, dated 23.06.2016, has been put on the envelope, which means that the letter was delivered on 23.06.2016. The accused had 15 days to pay the amount after the receipt of the notice. Complainant could have filed the complaint within one month thereafter. In the present case, the complaint was filed after the expiration of 15 days and within the period of one month; therefore, it cannot be said to be premature.

33. Thus, the learned Trial Court had rightly held that all the ingredients of the commission of an offence punishable under Section 138 of N.I. Act, were duly satisfied and learned Trial Court had rightly convicted the accused of the commission of an offence punishable under Section 138 of the NI Act.

34. Learned Trial Court sentenced the accused to undergo simple imprisonment for one year. It was laid down by the Hon'ble Supreme Court in ***Bir Singh v. Mukesh Kumar, (2019) 4 SCC 197:***

(2019) 2 SCC (Cri) 40: (2019) 2 SCC (Civ) 309: 2019 SCC OnLine SC 138 that the penal provision of section 138 of the NI Act is deterrent in nature. It was observed at page 203:

> "6. The object of Section 138 of the Negotiable Instruments Act is to infuse credibility into negotiable instruments, including cheques, and to encourage and promote the use of negotiable instruments, including cheques, in financial transactions. The penal provision of Section 138 of the Negotiable Instruments Act is intended to be a deterrent to callous issuance of negotiable instruments such as cheques without serious intention to honour the promise implicit in the issuance of the same."

35. Therefore, the sentence of one year is not excessive.

36. Learned Trial Court ordered the accused to pay a compensation of ₹5,00,000/- to the complainant. The cheque was issued for ₹2,50,000/- on 16.05.2016, and the compensation was imposed on 19.04.2023, after a lapse of about 07 years. The complainant lost interest that he would have gained by investing the money. He had incurred the legal expenses for prosecuting the complaint before the learned Trial Court learned Appellate Court and this Court. It was laid down by the Hon'ble Supreme Court in ***Kalamani Tex v. P. Balasubramanian, (2021) 5 SCC 283: (2021) 3 SCC (Civ) 25: (2021) 2 SCC (Cri) 555: 2021 SCC OnLine SC 75*** that the Courts should uniformly levy a fine up to twice the cheque amount

along with simple interest at the rate of 9% per annum. It was observed at page 291: -

> "19. As regards the claim of compensation raised on behalf of the respondent, we are conscious of the settled principles that the object of Chapter XVII of NIA is not only punitive but also compensatory and restitutive. The provisions of NIA envision a single window for criminal liability for the dishonour of a cheque as well as civil liability for the realisation of the cheque amount. It is also well settled that there needs to be a consistent approach towards awarding compensation, and unless there exist special circumstances, the courts should uniformly levy fines up to twice the cheque amount along with simple interest @ 9% p.a. [***R. Vijayan v. Baby, (2012) 1 SCC 260, para 20: (2012) 1 SCC (Civ) 79: (2012) 1 SCC (Cri) 520***]"

37. Keeping in view these considerations, the compensation of ₹2,50,000/- on the cheque amount of ₹2,50,000/- is not excessive.

38. No other point was urged.

39. In view of the above, the present revision fails, and it is dismissed, so also the pending miscellaneous application(s), if any.

(Rakesh Kainthla)
Judge

20th December, 2025
(Shamsh Tabrez)