

**CRA-S-3117-SB-2009**

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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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CRA-S-3117-SB-2009**Date of decision : 21.07.2025**

M/S T.R.Enterprises

... Appellant

Versus

Kailash Kumari

... Respondent

CORAM : HON'BLE MR. JUSTICE H.S.GREWAL

Present:- Mr. Aarav Gupta, Advocate for the petitioner.

Mr. H.S.Randhawa, Advocate for the respondent.

H.S. Grewal, J.(Oral)

1. This appeal has been filed against the impugned judgment dated 11.05.2009 passed by the Id. Chief Judicial Magistrate, Hoshiarpur whereby the respondent/accused has been ordered to be acquitted of the notice served upon her under Section 138 of Negotiable Instruments Act, 1881 (hereinafter referred to as 'Act').

2. The brief facts of the case are that the respondent-accused had to pay a sum of Rs.8039/- to the complainant and in order to discharge her liability, she had issued cheque bearing No. 405042 dated 06.04.2004 amounting to Rs. 8039/- drawn on State Bank of India which was dishonoured with the remarks 'insufficient funds'. As a result, a complaint was filed against the respondent under the Act and the complaint was dismissed by the trial Court vide judgment dated May 11, 2009.

3. Feeling aggrieved with the judgment passed by the Id. Trial Court, the appellant/complainant has filed the present appeal. Learned counsel for the appellant submits that the reason for the dismissal of the complaint was that the complainant did not explain why the accused needed to pay the complainant's firm Rs.8039/-. He further submits that statutory notice was served upon accused for making payment, but she did not respond to it.

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4. Learned counsel for the respondent submits that the respondent does not have any financial obligations towards the complainant. He further submits that the respondent had got financed a Tempo Trax vehicle through the complainant's firm, which specializes in the sale of vehicles produced by M/s Bajaj Tempo Ltd. In this connection, the finance company had obtained several blank cheques, which were duly signed by the respondent for repayment purposes. However, some of these blank cheques were reportedly stolen by the complainant, and one of them has now been misappropriated.

5. I have heard learned counsel for the applicant and have perused the material available on record.

6. Considering the fact that the cheque was issued in relation to a legally enforceable debt. However, it has also been established that this presumption can be rebutted, requiring the accused to provide counter-evidence. In the present case, this presumption has been effectively rebutted by Tilak Raj (CW1) himself, as he has nowhere deposited in affidavit Ex.CW1/A that the amount owed by the accused was for service charges for service of her vehicle. The mere submission of bills does not substantiate that this amount was genuinely owed by the respondent. Moreover, the amount involved is only Rs. 8039/- which was considered a nominal amount in the year 2004. Therefore, this Court does not find any illegality and infirmity in the well reasoned judgment dated 11.05.2009 passed by the Id. Chief Judicial Magistrate, Hoshiarpur whereby the respondent/accused has been acquitted of the notice served upon her under the Act.

7. The appeal stands dismissed.

(H.S.GREWAL)
JUDGE

21.07.2025*renu*

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