

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRR-954-2025

Date of Decision: 07.04.2025

Labh Singh

... Petitioner

VS.

Indus Ind Bank Ltd.

... Respondent

CORAM: HON'BLE MR.JUSTICE SANDEEP MOUDGIL

Present: Mr. Harlove Singh Rajput, Advocate for the petitioner

Sandeep Moudgil, J.

(1). This criminal revision petition has been filed under Section 401 CrPC by the petitioner seeking to quash the order dated 16.12.2024 passed by the Sessions Judge, Sri Muktsar Sahib.

(2). Learned counsel for the petitioner submits that vide judgment dated 06.08.2018, the trial court, in a complaint filed by respondent-Bank, held the petitioner guilty for offence under Section 138 of the Negotiable Instruments Act, 1881 (in short, the 1881 Act) and convicted and sentenced him to undergo RI for one year with fine of Rs.200/-, however, the said judgment of the trial court was impugned by the petitioner and the appellate court vide judgment dated 16.12.2024 modified the sentenced from RI of one year to RI for 6 months.

(3). It is the prime argument raised on behalf of the petitioner that the complaint itself is not maintainable as the Authorized Signatory failed to produce the due authorization assigning him to file the said complaint or to even contest or even lead evidence inasmuch as the only Exhibit i.e. Ex.C-6 was produced before the Courts below which is a General Power of Attorney executed by one S.V. Parthasarathy in favour of Robin Arora which clearly

provides that the person who had executed the said General Power of Attorney has been authorized by the bank in terms of another Power of Attorney dated 11.04.2008, which has never seen the light of the court nor the same was never registered under the Registration Act, 1908.

(4). Heard learned counsel for the petitioner.

(5). The complainant-Bank alleges that the petitioner availed loan from the respondent-Indus Ind Bank Ltd. to the tune of Rs.23,00,000/- from the complainant-Bank for purchase of TATA LPT 3723 TC 10*4 vide loan agreement dated 12.11.2014. It was also agreed to abide by the terms and conditions of the agreement in terms whereof, the petitioner-accused also agreed to repay the loan amount with interest/finance charges of Rs.6,54,120/-. Since the petitioner committed default in repayment of instalments of loan, therefore, the respondent-Bank re-possessed and sold the vehicle and after adjusting the sale proceed, the balance outstanding of Rs.7 lakhs stood against the petitioner and as such, he issued cheque on 13.05.2016 in favour of the respondent-Bank. However, on presentation of the said cheque, the same was returned by the Canara Bank with remarks "fund insufficient", leading to initiation of proceedings under Section 138 of NI Act.

(6). A perusal of the judgments passed by the Courts below would show that though the petitioner had denied the fact of advancing loan from the respondent-Bank and also the issuance of cheque at his behest, still the finding of the Courts below is concurrent to suggest that the respondent-Bank has proved the attested copy of the loan agreement Schedule Ex.C7 and the copy of account statement Ex.C8 which clearly shows that the petitioner is the signatory to the said loan agreement which bounded the petitioner and the

guarantor to repay the loan amount within the specified time in equal instalments. This Court even perused the trial court record and when Ex.C7 was shown to learned counsel for the petitioner, he could not deny the signatures of the petitioner.

(7). It is also a matter of fact that the vehicle against which the loan was taken was seized by the respondent-Bank and was sold in auction and the auction money fell short of Rs.7 lakhs recoverable from the petitioner and as such, the cheque Ex.C1 was issued by the petitioner which too has been signed by the petitioner. The bald assertions made by the petitioner of denying any agreement of advancement of loan and issuance of cheque etc. deserves to be rejected also for the reason that the petitioner has not come forward to show if any criminal prosecution was launched against the respondent-Bank for falsely showing the loan against the petitioner and seizing and auctioning of vehicle. These glaring facts pinpoints to a conclusion that the cheque was issued by the petitioner in discharge of his debt liability which has otherwise been concurrently proved against the petitioner. Therefore, this Court does not find any ground to interfere with the judgments passed by both the Courts below.

(8). In view of the above discussion, this petition fails and is accordingly dismissed.

07.04.2025
V.Vishal

(Sandeep Moudgil)
Judge

1. *Whether speaking/reasoned?* **Yes/No**
2. *Whether reportable?* **Yes/No**