

In the court of Sessions Judge, Rohtas at Sasaram
Criminal Revision Case No. 149 of 2025

Gopal Kumar Singh, aged 40 years, Son of Late Manu Singh
R/o Vill- Babuganj, Vatika Vidyalaya, P.O.+P.S.- Rafiganj, District- Aurangabad
.....Revisionist

Versus

1.State of Bihar
2. Saroj Kumar Singh, Son of Dasayee Singh
R/o Vill- Bhagwanbigha, P.O.- Nawadih, P.S.- Indrapuri, District- Rohtas
.....O.Ps.

Present: Sri Haridwar Prasad Singh, Ld. Counsel for the Revisionist.
Sri Upendra Kumar, Ld. P.P. for of State.
Sri Kshitij Kumar, Ld. Counsel for the O.P. No. 2.

ORDER

23-05-2026

Record put up today for order.

The revisionist has filed this criminal revision against order dated 25-08-2025 passed by the learned Court of Smt. Richa Kashyap, J.M.- 1st, Class, Dehri in Complaint Case No. 232/2015 by which the learned Trial Court rejected the petition dated 15-04-2023 of the revisionist.

Being aggrieved and dissatisfied by the aforesaid order, the revisionist has preferred this memo of revision.

Ld. Counsel on behalf of revisionist submitted that order dated 25-08-2025 of the Ld. Trial court is erroneous and illegal. He submitted that from perusal of deposition of complainant Saroj Kumar Singh, in para 26 of cross-examination, the revisionist has suggested that cheque was given in security and same has been misused. He further submitted that the complainant has filed false case by committing material alteration without consent of revisionist. He further submitted that blank signed cheques were given in security then provision of 138 N.I. Act is not attracted. He refers case of 'Krishna Janardhan Bhat Vs. Dattatraya G. Hedge' passed by the Hon'ble Supreme Court in Criminal Appeal No. 518/2006 and case of 'Ms. Survika Distributors Pvt. Ltd. Vs. Ms. S.R. Retail Zone Pvt. Ltd.' reported in AIR ONLINE 2018 ORI 127, decided by the Hon'ble High Court of Orissa, Cuttak on 05.02.2018 Ld. Counsel prayed to allow the revision petition by setting aside the order dated 25-08-2025 passed by the Ld. Trial Court.

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Ld. P.P. opposed the prayer of the revisionist.

Ld. Counsel for the O.P. No. 2 submitted that the petition of the revisionist is not maintainable. The revisionist had given two cheques bearing No. 355460 and 355454 to the complainant, which got bounced due to insufficient balance and when the matter was communicated to the revisionist, he didn't pay any heed. Further, the revisionist has never taken the plea in his defence earlier that the cheques were issued in blank only for security purpose. He further submitted that several opportunities were given to the revisionist for his defence but at the last stage he filed a petition with the intention to delay the trial, which has been dismissed vide order dated 25-08-2025. Ld. Counsel prayed to reject the prayer of the revisionist.

Heard and perused the record.

The petitioner has filed the present revision on the ground that there are material alteration on the cheques, which were given by the complainant in blank for security purpose. From perusal of record, it appears that two cheques bearing No. 355460 and 355454 have been issued by the revisionist to the complainant. The signature on the cheques are admitted by the revisionist.

In fact, 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. In case of 'Bir Singh Vs. Mukesh Kumar', reported in (2019) 4 Supreme Court Cases 197, the Hon'ble Supreme Court has observed in para-33 to 35 which are being reproduced as under:-

"33. A meaningful readings 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.

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35. It is not the case of the respondent-accused that he either signed the cheque or parted with it under any threat or coercion. Nor is it the case of the respondent-accused that the unfilled signed cheque had been stolen. The existence of a fiduciary relationship between the payee of a cheque and its drawer, would not disentitle the payee to the benefit of the presumption under Section 139 of the Negotiable Instrument Act, in the absence of evidence of exercise of undue influence or coercion. The second question is also answered in the negative.”

From perusal of record it appears that present revision has been filed against order dated 28-08-2025 dismissing the application filed by the revisionist for sending disputed cheque to handwriting expert. The contention raised by the revision petitioner is that two signed blank cheques were given to the complainant as security and the said cheques have been subsequently filled up by the complainant, which amounts to material alteration within the purview of section 87 of the Negotiable Instruments Act. This contention of the petitioner is not tenable because if it is assumed that signed blank cheques were given, even though, filling up of the blank cheques by the payee is different from committing a material alteration, as observed by the Hon’ble Supreme Court in above case.

Considering the facts and above discussion, this Criminal Revision is hereby rejected at the stage of hearing on the point of admission.

(Dictated and corrected)

(Anuj Kumar Jain)
Sessions Judge,
Rohtas at Sasaram.
23.05.2026