

**IN THE COURT OF MS TWINKLE WADHWA,  
ADDITIONAL SESSIONS JUDGE-02, NORTH-EAST  
KARKARDOOMA COURTS, DELHI.**

CA No. 154/2025

**Laxman Singh  
S/o Romi Singh  
R/o House No.142, Gali No.1,  
Village Khajur, Delhi-110094.**

...Appellant

Versus

**Satpal  
S/o late Nain Singh  
R/o House No.86/2, Gali No.2,  
Sherpur Gaon, Delhi-110094**

...Respondent

Date of assignment	:	03.09.2025
Date of Arguments	:	07.01.2026
Date of Pronouncement	:	26.02.2026

**ORDER**

1. The present appeal has been filed against the judgment dated 12.07.2025 and order of sentence dt. 05.08.2025 passed by Ld. JMFC-01, North East, Karkardooma, Delhi.

2. The brief facts of the case as are culled out from the judgment of Ld. Trial Court are as followed:-

*'It is case of complainant that he and accused  
were having friendly relations with each other.*

*That the accused was in dire need of money due to financial crisis and that he requested the complainant for a friendly loan of Rs.4,00,000/- for a time period of six months in the last week of January, 2020. That the complainant paid the said amount to the accused and that when he approached the accused after lapse of six months for demanding the repayment, the accused issued the cheque in question i.e. cheque bearing no.000026 dt. 21.07.2020 for an amount of Rs.4,50,000/- drawn on IDFC First Bank, Pitampura Branch, Delhi under his signatures towards discharge of his liability. However, vide cheque return memo dated 31.07.2020, with remarks 'funds insufficient', the cheque in question got dishonoured. The complainant further stated that the accused failed to repay the cheque amount despite due service of legal demand notice dated 13.08.2020 which was delivered to the accused through speed post. As such no payment was made to the complainant within stipulated time and therefore, accused deserves to be convicted for the offence punishable under Section 138 of Negotiable Instruments Act with respect to the cheque in question.*

*The accused who appeared to face the trial subsequent to the process being served upon him, put forth a competing version at the time of framing of notice on 27.04.2023 to which he pleaded not guilty and claimed trial. He admitted his signature on the cheque in question. He stated that the complainant used to visit at his house and he does not know as to how the cheque reached in the possession of complainant. He also stated that he has not taken any loan from the complainant and that he has no liability towards the cheque amount. He also disputed the receipt of legal demand notice.'*

3. Vide judgment dated 14.11.2024, the complaint of complainant filed under section 138 N.I. Act was allowed and accused was convicted. The following order on sentence was passed:

*“Considering the facts of the present matter, this court is of the view that in order to meet the ends of justice in the present case, convict is hereby sentenced to simple imprisonment for a period of one year and to pay a fine amounting to Rs. 8,00,000/- which shall be payable as compensation to the complainant within 30 days from today, failing which convict shall undergo further simple imprisonment of two months in default.”*

4. Aggrieved by the judgment and order on sentence, accused filed the present appeal.

**GROUND OF APPEAL & ARGUMENTS:-**

5. It is argued by Ld. counsel for appellant that written notice was served at House no. 141 while address of appellant is House no. 142. It is submitted that in the voucher of the fine deposited by the appellant, his address is that of house no. 142. Further, brother of accused never accepted the notice and process server did not obtain any document of the person who signed the summons. Further, service of the notice on the relative of accused is not sufficient. Further, accused has specifically denied the receipt of legal notice.

6. It is further contended by appellant that complainant stated that he arranged Rs.2.5 lacs from his own savings and borrowed rest from his mother. But this was not mentioned in legal notice and bank account statement of his mother is not filed.

7. *Per contra*, It is argued by counsel for the respondent that it is admitted by the appellant in his cross-examination that everyone knows him in the village, hence it is a false plea that legal notice was not served to him as he is well known person in village.

8. It is further submitted that it is mentioned in the grounds of appeal that there is a pronote. He further submits that complainant/respondent never taken the plea of pronote and case is not based on pronote at all and it is based on cheque only. It is further submitted that two more cases are also pending against accused in Saket Court. He admits in his cross-examination that he knows Abhishek and Ravi and these are the two persons who have filed the cases against him. It is further argued that accused never asked complainant in cross-examination, if he can bring his mother to support the case. Hence, the plea taken at the stage that the mother of the complainant is not produced in evidence does not sustain.

9. It is further submitted that brother of accused stated in his deposition that his brother does not consult him in all matters. Further if there was any case of theft, why no police

complaint is filed, is not explained. Further, the address of brother of accused in cross-examination is the same as that of accused. Hence plea taken that legal notice was not served is a false plea.

### **FINDINGS AND REASONS:-**

10. I have heard the submissions advanced by learned counsel for the appellant and learned counsel for the respondent and have carefully perused the Trial Court record.

11. The first contention of the appellant is that he resides at House No. 142, whereas the legal notice was sent at House No. 141, and therefore the notice was never served upon him. However, nothing has been placed on record by the appellant to substantiate the assertion that he was residing at House No. 141 at the relevant time or that the address mentioned on the legal notice was incorrect.

12. *On the contrary*, the record reveals that the legal notice was sent to the appellant at House No. 141, Village Khajuri, Delhi-94. The tracking report placed on record reflects that the said notice was duly served. In view of Section 27 of the General Clauses Act, once it is shown that the notice was properly addressed, prepaid and posted, a presumption of due service arises in favour of the complainant.

13. Further, perusal of the Trial Court record shows that court process was served upon the appellant, namely Sh. Laxman Singh, at House No. 141, Gali No. 1, Village Khajuri . The

service report mentions his mobile number and records that the summons were received by his brother, Deepak. Additionally, bailable warrants dated 13.07.2022 were issued against the appellant at the same address and were received back duly served, accompanied by bail bonds of the appellant and surety bond furnished by his brother. The bail bonds also reflect the address of both the appellant and his brother as House No. 141.

14. In these circumstances, there is no material before this Court to doubt that the appellant was being served at the said address. The submission of learned counsel for the respondent that Khajuri is a village where residents are commonly identified by their names rather than specific house numbers finds support from the material on record. The Aadhaar card of the appellant mentions only the name of the village without specifying any house number. Similarly, the affidavit dated 07.01.2021 filed by the appellant along with the application for cancellation of NBWs, as well as another affidavit dated 05.08.2025 filed in support of the application for suspension of sentence before the learned Trial Court, merely mention that he is a resident of Village Khajuri without specifying any house number.

15. These circumstances lends credence to the version of the respondent that identification by name in the village is sufficient and that mention of the precise house number is not essential for effective service.

16. In view of the tracking report and the attendant circumstances discussed above, this Court finds no reason to disbelieve the service of the legal notice upon the appellant.

17. The next contention raised by the appellant pertains to the alleged lack of financial capacity of the complainant to advance the loan in question. CW-1 has explained in his testimony that the funds were arranged through financial assistance extended by his mother. Though the mother of CW-1 was not examined as a witness, it is noteworthy that no specific question was put to CW-1 in cross-examination requiring him to produce documentary proof of withdrawal of money by his mother.

18. In proceedings under Section 138 of the Negotiable Instruments Act, there exists a statutory presumption in favour of the complainant with regard to the existence of a legally enforceable debt or liability. The burden to rebut the said presumption lies upon the accused. In the present case, there is nothing elicited in the cross-examination of CW-1 to discredit his financial capacity, nor has the appellant led any cogent evidence to rebut the statutory presumption.

19. Mere bald assertion that the complainant lacked financial capacity, without any substantive material in support thereof, is insufficient to rebut the presumption available in favour of the complainant.

20. Accordingly, all the contentions raised by the appellant are found to be devoid of merit.

21. This Court finds no illegality, impropriety, or infirmity in the impugned order passed by the Ld. Trial Court.

22. Accordingly, revision is hereby dismissed. Order of dated 12.07.2025 and order of sentence dt. 05.08.2025 passed by Ld. JMFC-01, North East, Karkardooma, Delhi is hereby upheld.

23. Revision file be consigned to Record Room.

24. Copy of this order alongwith TCR be sent back to the Ld. Trial Court.

**Announced in open court  
today on 26.02.2026**

**(TWINKLE WADHWA)  
Additional Sessions Judge-02  
(NE): Karkardooma Courts, Delhi**