IN THE COURT OF MS. SHILPI M. JAIN, ADDITIONAL SESSIONS JUDGE-06 (SOUTH-WEST), DWARKA COURTS, NEW DELHI

Criminal Appeal No. 323/2023
CNR No. DLSW01-006387-2023

Rajesh Phalswal @ Raju
S/o Sh. Om Prakash Phalswal
R/o Flat No. 3, 7/9, Amar Apartments
Kishangarh, Vasant Kunj,
New Delhi-110070 … Appellant

Versus

Paramjeet
S/o Sh. Rampal Joon
R/o 16, Maksudabad Colony
Najafgarh,
New Delhi-110043 … Respondent

Appeal under Section 374 Cr.P.C. against the judgment dated 18.04.2023 and order on sentence dated 20.05.2023 passed by Ld. MM (NI Act)-06, South-West, Dwarka, Delhi in Ct. Case No. 24517/2017.

Date of Institution :	**05.07.2023**
Date of Arguments :	**14.07.2026**
Date of Judgment :	**13.08.2026**

JUDGMENT

1. The present appeal under Section 374 of the Code of Criminal Procedure, 1973 has been preferred by the

appellant/accused against the judgment dated 18.04.2023 whereby he was convicted for the offence under Section 138 of the Negotiable Instruments Act, 1881 (hereinafter "NI Act") and the order on sentence dated 20.05.2023 whereby he was sentenced to undergo simple imprisonment for a period of six months and directed to pay compensation of Rs. 33,00,000/- to the respondent/complainant, with a default sentence of two months simple imprisonment.

2. The brief facts, as set out in the complaint, are that the parties shared friendly relations. In March 2013, the appellant approached the respondent for financial assistance of Rs. 27 lakhs. Considering the relationship, the respondent advanced Rs. 7 lakhs in cash on 07.03.2013 and Rs. 20 lakhs in cash on 08.04.2013. In discharge of the said liability, the appellant issued three post-dated cheques bearing Nos. 750123, 750124 and 750125, all dated 07.10.2017, drawn on Axis Bank Ltd., each for Rs. 9,00,000/-. The cheques were presented and dishonoured vide return memos dated 10.10.2017, 31.10.2017 and 31.10.2017 for the reasons "funds insufficient" and "drawer's signatures differ". Legal demand notices dated 03.11.2017 were sent by speed post. Despite service, the appellant failed to make payment within the statutory period, leading to the filing of the complaint under Section 138 NI Act.

3. Notice under Section 251 Cr.P.C. was framed on 21.02.2018. The appellant pleaded not guilty and claimed trial. His defence, inter alia, was that he had never taken any loan of Rs. 27 lakhs; some of his signed and blank cheques had been

misplaced from his office and the respondent might have taken them; he had filled only the amount in figures and words; the name of the payee and the date were not in his handwriting; and he had not received the legal demand notice.

4. The respondent examined himself as CW-1 and relied upon the original cheques (Ex. CW1/A colly), his bank statement (Ex. CW1/B colly), return memos (Ex. CW1/C to Ex. CW1/E), legal demand notice (Ex. CW1/F), postal receipts (Ex. CW1/G colly) and tracking reports with Section 65-B certificate (Ex. CW1/H colly). The statement of the appellant under Section 313 Cr.P.C. was recorded. The appellant led defence evidence and examined himself as DW-1 and one Kapil as DW-2. After hearing arguments, the Ld. Trial Court convicted the appellant vide the impugned judgment and sentenced him as above.

IMPUGNED ORDER

5. The Ld. Trial Court framed the following points for determination:

> (i) Whether the presumptions under Sections 118(a) and 139 of the NI Act can be raised against the accused, given that he had challenged the correctness of the signatures on the cheques in question?
>
> (ii) Whether the accused can be given the benefit of the defence of non-receipt of the legal demand notice?
>
> (iii) Whether the complainant has failed to explain his financial capacity/sources of funds to advance the alleged loan of Rs. 27 lakhs?
>
> (iv) Whether the cheques in question were lost from the possession of the accused and have consequently been misused by the complainant?

6. The Ld. Trial Court held that the statutory presumptions under Sections 118(a) and 139 of the NI Act stood attracted against the accused inasmuch as he had, in his statement under Section 313 Cr.P.C., categorically admitted his signatures on the cheques in question, had never put any suggestion of forgery during the cross-examination of the complainant, and had failed to seek expert examination or summon bank records to disprove the signatures. It is also held that the defence of non-receipt of the legal demand notice was unavailable in view of the tracking reports and the binding ratio of ***C.C. Alavi Haji v. Palapetty Muhammed (2007) 6 SCC 555***. It is also held that the complainant had sufficiently proved his financial capacity by producing his bank statement reflecting cash withdrawals of Rs. 7 lakhs on 07.03.2013 and Rs. 17 lakhs on 08.04.2013 coupled with his uncontroverted assertion that the balance was arranged from savings kept at home, and that non-reflection of the loan in the ITR was not fatal. It is also held that the defence of loss and subsequent misuse of the cheques was unworthy of acceptance on account of material contradictions in the versions given by the accused under Section 251 Cr.P.C., Section 313 Cr.P.C. and as DW-1 regarding the place and manner of loss, the inability of the accused or DW-2 to state the series or number of cheques lost, the fact that cheques of the same series had already been encashed earlier (as shown by Ex. DW1/C), and the failure to formally prove the photocopy of the NCR (Mark A).

ARGUMENTS ON BEHALF OF THE APPELLANT

7. Ld. Counsel for the appellant contended that the Ld. Trial Court erred on all material aspects. It was argued that the presumptions under Sections 118(a)/139 NI Act could not be raised because the appellant had disputed the signatures from the stage of Section 251 Cr.P.C. onwards. It is further submitted that, two of the three cheques were returned with the endorsement "drawer's signatures differ". It is further submitted that, the burden lay on the complainant to prove the genuineness of the signatures once the same was disputed and the Ld. Trial Court wrongly relied upon the statement under Section 313 Cr.P.C. and comparison under Section 73 of the Indian Evidence Act. It is further submitted that, the defence of non-receipt of legal demand notice was wrongly rejected, though settled law under *C.C. Alavi Haji (Supra)* was noted.

8. It is further submitted that, the complainant failed to prove his financial capacity. The entire transaction was alleged to be in cash without any written agreement, promissory note or receipt. The loan was never reflected in the complainant's ITRs which he started filing only from 2016. The withdrawals of Rs. 7 lakhs and Rs. 17 lakhs reflected in Ex. CW1/B were, according to the defence, related to transactions with one Baljeet. Reliance was placed on *S.K. Jain v. Vijay Kalra 2014 (1) DCR 547*, *Vipul Kumar Gupta v. Vipin Gupta* in Crl. L.P. 461/2011, *Devender Kumar v. Khem Chand in Crl. Rev. P. 679/2012*, *Satish Kumar v. State (NCT of Delhi) in Crl. Rev. No. 12/2025* and *Basalingappa v. Mudibasappa* (2019) 5 SCC 418.

9. It is further submitted that, the defence that the cheques were lost in 2014 and subsequently misused stood proved by the NCR dated 18.10.2014 (Mark A), which was admitted by the complainant under Section 58 of the Evidence Act. The contradictions pointed out by the Trial Court regarding the place of loss were minor and natural after a long lapse of time. The complainant's own conduct of filing parallel proceedings through his brother-in-law at Jhajjar on cheques of the same series further supported the theory of misuse.

10. It is further submitted that, the complainant admitted in cross-examination that he himself filled the name of the payee and the date on the cheques, a fact neither pleaded in the complaint nor mentioned in the legal notice.

ARGUMENTS ON BEHALF OF THE RESPONDENT

11. Ld. Counsel for the respondent supported the impugned judgment and submitted that the appellant had admitted his signatures on the cheques in his statement under Section 313 Cr.P.C. No suggestion regarding forgery of signatures was put to CW-1 in cross-examination. The appellant took no steps to get the signatures examined by a handwriting expert or to summon bank records. Comparison under Section 73 of the Evidence Act was permissible and the signatures matched. It is further submitted that, service of legal demand notice stood proved by the tracking reports. In any event, the ratio of *C.C. Alavi Haji (Supra)* squarely applied. It is further submitted that, financial capacity stood proved by the bank withdrawals of Rs. 7 lakhs on 07.03.2013 and Rs. 17 lakhs on 08.04.2013 (Ex.

CW1/B) coupled with the statement of CW-1 that the balance was from savings kept at home. Non-reflection in ITR is not fatal. Reliance is placed upon *Barun Kumar v. State of NCT of Delhi AIR OnLine 2021 DEL 874 and Krishna P. Morajkar v. Joe Ferrao in Laws (BOM)-2013-7-85*. It is submitted that the judgments relied upon by the appellant are distinguishable on facts. Reliance was also placed on *Rohitbhai Jivanlal Patel v. State of Gujarat in Criminal Appeal No. 508 of 2019*.

12. It is further submitted that, the defence of lost cheques is full of contradictions: under Section 251 the cheques were said to have been lost from the office; under Section 313 from the car; in examination-in-chief from a bag kept in the office; DW-2 stated loss at Mehrauli market. The appellant could not even state the series or number of cheques lost. It is further submitted that Ex. DW1/C i.e. bank statement of the appellant for 2011 showed that cheques of the same series had already been encashed earlier. It is further submitted that photocopy of NCR Mark-A was never proved by examining the concerned police official. Lastly, it is submitted that, Section 20 NI Act and *Bir Singh v. Mukesh Kumar (2019) 4 SCC 197* cover the filling of particulars by the payee.

ANALYSIS AND FINDINGS

13. I have carefully perused the Trial Court record, the impugned judgment, the written arguments/synopsis filed by both sides, and the material evidence. The scope of interference in an appeal against conviction under Section 138 NI Act is limited. The appellate court examines whether the Trial Court

has correctly applied the law of presumptions and whether the findings are based on a proper appreciation of evidence.

14. In support of his case the complainant examined himself as CW-1 and proved the original cheques (Ex. CW1/A colly), his bank statement showing withdrawals of Rs.7 lakhs on 07.03.2013 and Rs.17 lakhs on 08.04.2013 (Ex. CW1/B colly), the return memos (Ex. CW1/C to Ex. CW1/E), the legal demand notices (Ex. CW1/F), postal receipts (Ex. CW1/G colly) and tracking reports with Section 65-B certificate (Ex. CW1/H colly).

15. In his cross-examination, CW1 admitted that he had started filing ITRs only from 2016 and had not shown the alleged loan therein; that he himself filled the name of the payee and the date on the cheques; that after receiving Rs.24 lakhs from sale of a plot on 04.03.2013 he had transferred Rs.7.5 lakhs to one Baljeet on 08.03.2013 and Rs.17 lakhs was also withdrawn around the same period; and that the appellant had subsequently taken a further loan of Rs.16 lakhs from his brother-in-law for which he (the complainant) was acting as SPA holder at Jhajjar.

16. The accused in his statement under Section 251 Cr.P.C. claimed that some signed and blank cheques had been misplaced from his office and might have been taken by the complainant, while in his statement under Section 313 Cr.P.C. he admitted the signatures on the cheques but later as DW-1 denied the same and set up a defence of loss of blank signed cheques from a bag in 2014, which was sought to be supported by a photocopy of NCR (Mark A) and the testimony of DW-2 Kapil, both of which suffered from material contradictions regarding the

place and manner of loss. Relevant statement under Section 251 Cr.P.C., 313 Cr.P.C. and evidence led by appellant is reproduced herein below:

16.1 ***Notice under Section 251 Cr.P.C. (21.02.2018):***

> *Q3. Have you taken loan of Rs. 27 lacs from the complainant in total i.e. cash of Rs. 7 lacs on 07.03.2013 and cash of Rs. 20 lacs on 08.04.2013 and have you issued the cheques in question?*
>
> *Ans. I have not taken any loan of Rs. 27 lacs from the complainant in cash. I do not know how my cheques got in possession of the complainant. (<u>My some signed cheques along with some blank cheques were misplaced by me from my office and the complainant might have taken the said cheques.) I have also issued stop payment instructions to my banker in this regard. The cheques in question are the same misplaced cheques. I have filled the amount in numerics and in words on the cheques in question but the name of the payee and the date are not in my handwriting. I used to keep the said cheques for making payment for purchasing property. The complainant has misused my cheques. I do not owe any liability to cheque amount.</u>*
>
> *Q4. Did you receive the legal demand notice as mentioned above?*
>
> Ans. No.

(emphasis given)

16.2 ***Statement u/s 313 CrPC (15.02.2020)***

> *Question No. 2: It is further in evidence against you that in discharge of your liability you issued three cheques bearing Nos. 750123, 750124 and 750125, all dated 07.10.2017, drawn on Axis Bank Ltd., each for Rs.9,00,000/- in favour of the complainant. What have you to say?*

Answer: I never issued the cheques in question in favour of the complainant. I had kept some (10-12) blank signed cheques in my car which got lost. I had also lodged a complaint regarding the loss of the said cheques at PS Mehrauli. The complainant has misused my cheques. I do not owe any liability to the complainant.

Question No. 4: It is further in evidence against you that the complainant sent legal demand notices dated 03.11.2017 which were duly served upon you and despite service you failed to make the payment within 15 days. What have you to say?

Answer: I admit that I received the legal demand notice.

Question No. 5: It is further in evidence against you that the cheques in question bear your signatures. What have you to say?

Answer: I admit that I had signed the cheques in question. However, the particulars over the cheques including the name of the payee and the date were not filled by me.

(emphasis given)

16.3 ***Relevant deposition of DW1***

"I used to keep signed blank cheques in the office which we used to give to persons intersted in selling their cars as security. My identity card and other documents along with cheque book containing cheque in question, which I used to keep in a bag, got misplaced somewhere in the year 2014. In this regard, I also lodged an FIR. A copy of that FIR got misplaced in my house.

XXXXXXX by Sh. Ajit Singh, Ld, counsel for the complainant.

1. It is correct that I know the complainant since many years and we are friends. It is wrong to suggest that previously also, I had taken loan from the complainant. At this stage, witness is confronted with

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his statement recorded u/s 313 Cr.PC from point A to A and is asked whether or not he has stated the same. To which the witness replied that since we were carrying on the business together, we both used to give each other some amount of money time and again. It is wrong to suggest that I had stated in my statement u/s 313 Cr.PC that only I used to take money from complainant. I cannot exactly tell how many times the said transactions took place between me and the complainanat. Vol. It took place frequently. It is correct that the transactions used to take place in cash.

2. It is wrong to suggest that I approached the complainanat in March 2013, to take a loan of Rs. 27 lakhs and promised to return the same in 3-4 days. It is wrong to suggest that on 07.03.2013, I had taken a loan of Rs. 7 lakhs in cash and on 08.03.2013, I had taken a loan of 20 lakhs from the complainant. It is further wrong to suggest that in discharge of the said liability, I had issued the cheques in question to the complainant. It is wrong to suggest that cheques bearing no. 750123, 750124 & 750125 were signed by me at point A.

3. At this stage, witness is confronted with portion marked B to B (question no. 5) in his statement recorded u/s 313 Cr.PC wherein it is mentioned that he had signed the cheques in question. The witness is asked whether his version given at the time of recording statement u/s 313 Cr.PC is correct or whether the fact that the said cheques do not bear his signatures is correct. To this, the witness replied that the statement given today is correct that he did not sign the cheques in question. It is wrong to suggest that the cheques in question bears my signatures.

4. Q- You have stated at the stage of framing notice u/s 251 Cr.PC (Marked from point C to C) that the cheques in question were lost from your office but in your statement u/s 313 Cr.PC(marked from point D to D), you stated that the same were lost from your car. Which version is correct?

A-<u>I used to keep the cheques in question in the car as well as in the office and I do not know the exact place from which the cheques were stolen</u>.

5. Q- <u>You have stated in your examination in chief that some blank signed cheques belonging to you got stolen whereas in your statements u/s 251 Cr.PC(already marked as point C to C), you mentioned that some of your blank unsigned cheques and some blank signed cheques got stolen. Which version is correct</u>?

A- <u>Lots of cheques were stolen, some of them were signed and some were unsigned. I do not remember exactly how many cheques were stolen</u>.

6. <u>I do not remember the series of the cheques that were stolen. I do not remember if I had stated exact number of cheques/ series of the same in the FIR. It is wrong to suggest that I have not lodged any police complaint or registered an FIR w.r.t. loss of cheque and I am intentionally deposing falsely</u>.

At this stage, the counsel for the complainant states that he needs some time to go through the documents produced by the accused today and requests that cross examination be deferred. Allowed.

I have not mentioned about the number and series of the cheques which were lost by me in my complaint marked as Mark A. It is wrong to suggest that I had filed a false complaint (Mark A) and no cheques as stated therein were lost by me.

It is wrong to suggest that the cheques in series pertaining to cheques in question have been utilized by me and have not been lost.

Q- Can you produce your statement of account regarding the cheques that you claim to have been lost, which are the cheques in the series of the present cheque in question?

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A- I will try to produce the same."

(emphasis is mine)

16.4 *Relevant deposition of DW2*

"XXXX by Sh. Gaurav Kajla, Ld. Counsel for the complainant.

2. I came to know about the loss of the bag (containing the cheque book) on the same day when the bag was lost. Vol. At that time, I and complainant were accompanying the accused. After that, a complaint in this regard was made at a cyber cafe. The said bag was lost at Maharauli Market. It is wrong to suggest that complainant never went to Maharauli Market with the accused or me and never lost the said bag. I am not aware of the number of the cheque which the said bag contained."

(emphasis given)

17. Now this Court shall dealt with each point of argument advanced by the appellant.

Point No. 1 – Presumptions under Sections 118(a) and 139 NI Act

18. The law is well settled. Once the execution of the cheque is admitted or proved, the presumptions under Sections 118(a) and 139 NI Act arise[1]. The accused is then required only to raise a probable defence on the preponderance of probabilities.

19. It is well settled that a statement recorded under Section 313 of the Code of Criminal Procedure, 1973 is not substantive evidence. It merely affords an opportunity to the accused to explain the incriminating circumstances appearing

[1] *Basalingappa v. Mudibasappa* (2019) 5 SCC 418

against him. The Hon'ble Supreme Court in Sumeti Vij v. Paramount Tech Fab Industries, (2022) 15 SCC 689 has held that such a statement, by itself, cannot be used by the accused to rebut the statutory presumption under Section 139 of the Negotiable Instruments Act, 1881. Likewise, the plea recorded under Section 251 Cr.P.C. does not constitute evidence.

20. However, the law draws a clear distinction. While the accused cannot rely upon his own statement under Section 313 Cr.P.C. as substantive evidence of defence, any clear and unequivocal admission made by him in the said statement can validly be relied upon by the Court. The statement of the accused under Section 313 Cr.P.C. can be taken aid of to lend credence to the evidence led by the prosecution, and the Court may rely upon the inculpatory part of such statement. In this background, the contention of the appellant that the learned Trial Court could not place any reliance whatsoever upon the statements recorded under Sections 251 and 313 Cr.P.C. is misconceived.

21. Once the signatures on the cheques stood admitted by the appellant in his statement under Section 313 Cr.P.C., the statutory presumptions under Sections 118(a) and 139 of the NI Act stood attracted. The onus thereafter shifted upon the accused to rebut the said presumptions on the standard of preponderance of probabilities by leading positive evidence or by eliciting material contradictions in the complainant's case through effective cross-examination. The principles laid down in Rangappa v. Sri Mohan, (2010) 11 SCC 441 and Rajesh Jain v. Ajay Singh, (2023) 10 SCC 148 fortify this position. Mere

reliance upon the explanations offered under Sections 251 and 313 Cr.P.C., unaccompanied by supporting material, cannot form the sole basis for interference with the conviction recorded by the learned Trial Court.

22. In the present case, the appellant's stand regarding signatures has been inconsistent. At the stage of Section 251 Cr.P.C. he stated that some signed and blank cheques were misplaced. In cross-examination of CW-1 no suggestion of forgery of signatures was put. In the statement under Section 313 Cr.P.C. he specifically admitted the signatures on the cheques. Only at the stage of defence evidence did he turn around and deny the signatures. Thus, the Trial Court was justified in observing that this was a belated attempt to take advantage of the bank's endorsement "signatures differ" on two cheques. Trial Court's finding that the signatures appear to be those of the appellant cannot be said to be perverse. Consequently, the presumptions under Sections 118(a) and 139 NI Act stood attracted.

Point No. 2 – Service of Legal Demand Notice

23. The tracking reports (Ex. CW1/H colly) show service at the address of the appellant. Appellant specifically acknowledged the receipt of legal notice in his statement under section 313 CrPC. Even assuming non-service, the ratio of *C.C. Alavi Haji (Supra)* squarely applies. Once summons were served, the appellant was obliged to make payment within 15 days. Having failed to do so, he cannot claim the benefit of non-receipt of the notice. This point is concluded against the appellant.

Point No. 3 – Financial Capacity

24. The complainant produced his bank statement (Ex. CW1/B) showing cash withdrawals of Rs. 7 lakhs on 07.03.2013 and Rs. 17 lakhs on 08.04.2013 i.e. dates proximate to the alleged advancement. He specifically stated in cross-examination that the amount was partly from bank withdrawals and partly from savings kept at home. No adverse suggestion was put to him on this aspect of savings. The mere non-reflection of the loan in the ITR does not, by itself, demolish the case judgment in ***S.K. Jain (Supra)*** as relied upon by the appellant turn on their own facts i.e. cases where the complainant's monthly income was meagre, or where no bank withdrawals corresponding to the loan amount were shown, or where the complainant himself had borrowed money to advance the loan. Those facts are absent here. The Trial Court's finding that financial capacity stood proved cannot be faulted.

Point No. 4 – Defence of Lost Cheques

25. The defence of loss and subsequent misuse is riddled with material contradictions. The place of loss varies from office (Section 251) to car (Section 313) to a bag kept in the office (examination-in-chief as DW-1) to Mehrauli market (DW-2). The appellant could not specified the number of cheques lost or their series. Ex. DW1/C i.e. his own bank statement for 2011 shows that cheques of the same series had already been used and encashed much earlier, which seriously undermines the claim that an entire cheque book of that series was lost in 2014. Mark A (photocopy of NCR) was never proved by examining the

police official who recorded it. Although the complainant did not dispute the document under Section 58 of IE Act[2], a mere photocopy without formal proof cannot carry the weight sought to be attached to it, especially when the defence itself is inconsistent. Parallel proceedings at Jhajjar through the brother-in-law, even if true, do not *ipso facto* establish that the present cheques were stolen. It may equally indicate multiple liabilities.

26. The omission in the complaint and legal notice regarding the filling of the name of the payee and the date is of no consequence in view of Section 20 of the NI Act and the authoritative pronouncement in *Bir Singh v. Mukesh Kumar*[3]*, wherein the Apex Court observed:*

> *"33. A meaningful reading 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*

[2] **58. Facts admitted need not be proved.**

No fact need be proved in any proceeding which the parties thereto or their agents agree to admit at the hearing, or which, before the hearing, they agree to admit by any writing under their hands, or which by any rule or pleading in force at the time they are deemed to have admitted by their pleadings:Provided that the Court may, in its discretion, require the facts admitted to be proved otherwise than by such admissions.

[3] *(2019) 4 SCC 197*

> *cheque was not in discharge of a debt or liability by adducing evidence.*
>
> .....
>
> *36. Even a blank cheque leaf, voluntarily signed and handed over by the accused, which is towards some payment, would attract presumption under Section 139 of the Negotiable Instruments Act, in the absence of any cogent evidence to show that the cheque was not issued in discharge of a debt."*
>
> *34. Thus, this contention of the Petitioner that the impugned Cheque was merely a security cheque and could not have been presented, is untenable."*

(emphasis is mine)

27. The cumulative effect of the inconsistencies in the defence, the failure to lead cogent evidence in support of the loss of cheques leads to the conclusion that the appellant has failed to raise a probable defence on the preponderance of probabilities. The statutory presumptions therefore remain unrebutted. The complainant has successfully discharged the burden of proving the ingredients of Section 138 NI Act.

CONCLUSION

28. The impugned judgment dated 18.04.2023 does not suffer from any illegality, perversity or material irregularity. The appreciation of evidence by the Ld. Trial Court are in accordance with the settled principles of law. There is no ground to interfere with the conviction.

29. As regards the sentence, the compensation of Rs. 33,00,000/- and the default sentence of two months SI appear proportionate. The substantive sentence of six months SI is also

within the statutory limits and does not call for interference, especially when the appellant has failed to show any mitigating circumstance warranting reduction.

ORDER

30. The appeal is dismissed. The judgment of conviction dated 18.04.2023 and the order on sentence dated 20.05.2023 passed by the Ld. Trial Court are affirmed. Ld. Trial Court is directed to do the needful to serve the sentence by appellant.

31. Trial Court Record be sent back along with a copy of this judgment.

32. Appeal file be consigned to the Record Room after due compliance.

Announced in the open Court
on this 13th day of August, 2026

(Shilpi M Jain)
ASJ-06 (South-West)
Dwarka Courts/13.08.2026 (sk)

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