



NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

CRR No. 685 of 2016

Anil Kumar Jain son of Bhurmal Jain, aged about 41 years, resident of Jay Anand Parisa, Jain Gali, Gandhi Chowk, Durg, District Durg (C.G.)

--- **Applicant/Accused**

versus

Chhotelal Sahu son of late Badri Prasad Sahu, aged about 45 years, resident of Ganjpara, Satti Choura, Durg, Tahsil & District Durg, (C.G.)

--- **Respondent/Complainant**

CRR No.829 of 2016

Chhotelal Sahu son of late Badri Prasad Sahu, aged about 45 years, resident of Ganjpara, Satti Choura, Durg, Tahsil & District Durg, (C.G.)

---**Applicant/Complainant**

Versus

Anil Kumar Jain son of Bhurmal Jain, aged about 41 years, resident of Jay Anand Parisa, Jain Gali, Gandhi Chowk, Durg, District Durg (C.G.)

--- **Respondent/Accused**

For Applicant in CRR : Ms. Deeksha Jaiswal appears on behalf of Shri No.685/2016 & for Goutam Khetrapal, Advocate.

Respondent in CRR
No.829/2016

For Respondent in: Shri Rajendra Patel appears on behalf of Shri CRR No.685/2016 & Ashish Surana, Advocate.

for the applicant in
CRR No.829/2016

(HON'BLE SHRI JUSTICE RADHAKISHAN AGRAWAL)

Order on Board

17/02/2026

1. Since both the above captioned revisions arise out of the same impugned judgment dated 28.05.2016, they are being heard together and disposed of by this common order.
2. Brief facts as projected by the applicant – Anil Kumar Jain (hereinafter

referred to as 'the accused') and the respondent – Chhotelal Sahu (hereinafter referred to as 'the complainant') are that an agreement was executed vide Ex.P.1 on 11.07.2011 between the accused and the complainant and as per agreement the applicant/accused had to supply the bricks to the complainant and against the supply of bricks, the accused had already obtained Rs.10 lakhs from the complainant and due to the poor credit standing, the accused signed five cheques of Rs.2 lakh each and gave the same to the complainant. However, as the accused/applicant did not supply the bricks, the complainant demanded him to return the amount, to which, the accused told him to present the cheques in the Bank and the complainant presented all the cheques on 10.04.2013, which were consequently dishonoured. Therefore, the complainant issued a registered notice on 23.04.2013 and despite that, the accused/applicant did not refund the amount.

3. On a complaint case filed by the complainant – Chhotelal Sahu under Section 138 of the Negotiable Instruments Act, 1881 (for short, the NI Act) against the accused – Anil Kumar Jain, the learned J.M.F.C., Durg, vide its judgment dated 11.02.2016 passed in Complaint Case No.690/2013, after considering the evidence and material available on record, convicted the accused – Anil Kumar Jain under Section 138 of the NI Act and sentenced him to SI for three months and to pay compensation of Rs.12,50,000/- under Section 357 (3) of Cr.P.C. to the complainant and in default of payment of compensation, the accused shall undergo further SI for 2 months.
4. Against the said judgment dated 11.02.2016, the accused – Anil Kumar Jain preferred an Appeal and the Additional Sessions Judge, Durg, vide its judgment dated 28.05.2016 allowed the Criminal Appeal

No.000049/2016 partly and reduced the sentence of the accused to till rising of the court from SI for three months, while directing him to pay the remaining compensation of Rs.4,06,500/- after adjusting the amount of Rs.6,80,000/-, which was already paid him.

5. Being aggrieved by the judgment dated 28.05.2016, the accused/applicant preferred a Criminal Revision No.685/2016 for setting aside the judgment whereas the complainant also preferred a Criminal Revision No.829/2016 for enhancement of compensation.
6. Learned counsel for the accused – Anil Kumar Jain submits that the concurrent finding of conviction under Section 138 of the N.I.Act by both the learned Courts, without appreciating the evidence in its true perspective, is not sustainable in law. She further submits that in fact, the cheques were issued by the applicant to the complainant for the purposes of security of loan, and therefore, no legal liability is made out against the applicant. According to applicant, the complaint case is not maintainable as there are five different cheques and the complainant has filed only single complaint. She also submits that complainant has failed to prove legally enforceable debt against the accused/appellant.
7. On the other hand, learned counsel for the complainant – Chhotelal Sahu opposes the submissions made by the learned counsel for the applicants and submits that compensation awarded by the learned appellate Court is on very lower side, and therefore, urged that the compensation may suitably be enhanced.
8. I have heard learned counsel appearing on behalf of the parties and perused the record.
9. In the present cases, it is not disputed that a total of five cheques

amounting to Rs.10,00,000/- were issued by the accused in favour of the complainant for supply of bricks to the complainant, and the signatures on the cheques are also not disputed. It is further not in dispute that an agreement (Ex.P.1C) exists between the parties. The learned J.M.F.C., after considering both oral and documentary evidence, particularly, the statement of the complainant, Ghhotelal Sahu (P.W.1), recorded a finding that the accused had issued the disputed cheques for the supply of bricks against the total amount of Rs. 10 lakhs. When the accused failed to supply the bricks, the complainant presented the disputed cheques for encashment; however, the same were dishonoured due to insufficient funds. Accordingly, it was held that since the disputed cheques bear the signatures of the accused/applicant, the statutory presumptions under Sections 118 and 139 of the NI Act arise in favour of the complainant. In the present case, as the accused has not been examined himself to rebut the legal presumptions under Section 139 of the NI Act, therefore, the complainant has proved that the cheques were issued under legal liability. Consequently, the accused/applicant was convicted under Section 138 of the NI Act.

10. In appeal, the appellate Court held that the trial Court erred in awarding Rs. 12,50,000/- as lump-sum compensation, as the amount of Rs. 6,80,000/- already paid by the applicant/accused ought to have been adjusted against the principal sum of Rs.10 lakhs. After such adjustment, only Rs. 3,20,000/- remained outstanding and after adding the interest, worked out to a sum of Rs. 4,06,500/-. Having so held, the learned appellate Court modified the sentence of three months' simple imprisonment to imprisonment till the rising of the Court and reduced

the compensation amount to Rs. 4,06,500/- after adjusting Rs. 6,80,000/-, with a direction to pay the said amount to the complainant. It was further directed that if the amount is not paid within two months, the appellant shall undergo three months' simple imprisonment. In my considered opinion, there is no infirmity in the modification of the sentence to imprisonment till the rising of the Court and in the reduction of the compensation to Rs. 4,06,500/-.

11. As regards enhancement of compensation, considering the facts and circumstances of the case and the relevant provisions of law, the compensation amount of Rs. 4,06,500/- (inclusive of interest) imposed by the learned appellate Court is just and reasonable and does not warrant interference.
12. In view of the foregoing discussion, Criminal Revision No. 685/2016 filed by the applicant/accused – Anil Kumar Jain is hereby dismissed. Similarly, Criminal Revision No. 829/2016 filed by the complainant – Chhotelal Sahu is also dismissed as being devoid of merit.

Sd/-
(Radhakishan Agrawal)
JUDGE