



IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

Cr. Revision No. 235 of 2026

Reserved on: 27.4.2026

Date of Decision: 27.5.2026.

Sham Pathak

...Petitioner

Versus

Tilak Raj & anr.

...Respondents

Coram

Hon'ble Mr Justice Rakesh Kainthla, Judge.

Whether approved for reporting?¹ No.

For the Petitioner : Mr Gurinder Singh Parmar,
Advocate.

For the Respondents : None.

Rakesh Kainthla, Judge

The present revision is directed against the judgment dated 12.2.2026, passed by the learned Additional Sessions Judge, Una-I, H.P. (learned Appellate Court), which upheld the judgment of conviction and order of sentence dated 30.12.2023, passed by the learned Additional Chief Judicial Magistrate, Court No.1, Una, District Una, H.P. (learned Trial Court). (*The parties shall hereinafter be referred to in the same manner as they were arrayed before the learned trial Court for convenience*).

¹ Whether reporters of Local Papers may be allowed to see the judgment? Yes.



2. Briefly stated, the facts giving rise to the present petition are that the complainant presented a complaint against the accused before the learned Trial Court for the commission of an offence punishable under section 138 of the Negotiable Instruments Act (NI Act). It was asserted that the complainant had an account in the Ispur Cooperative Agricultural Service Society. He used to deposit and withdraw the money from time to time as per his needs. He approached the accused, who was the Secretary of the society, to give him ₹5,00,000/- for meeting his domestic needs. The accused issued a cheque of ₹5,00,000/- on 23.4.2020. He requested the complainant to deposit the amount in the last week of May 2020 because the society was facing financial difficulties. The complainant presented the cheque to his banker on 26.5.2020, but it was dishonoured with the remarks 'funds insufficient'. The complainant sent a notice to the accused asking them to pay the amount. The notice was duly served upon the accused, but they failed to pay the amount. Hence, the complainant filed a complaint before the learned Trial Court to take action against the accused as per the law.

3. The learned Trial Court found sufficient reasons to summon the accused. When the accused appeared, notice of



accusation was put to them for the commission of an offence punishable under Section 138 of the NI Act, to which they pleaded not guilty and claimed to be tried.

4. The complainant examined himself (CW1), Ranjot Singh (CW2) and Pradeep Kumar (CW3).

5. The accused, in his statement recorded under Section 313 of the Code of Criminal Procedure (Cr.PC), admitted that he was posted as a Secretary and accused No.3, Sudershan, was posted as a Cashier of the society. He admitted that the complainant had an account with the society, and he used to deposit and withdraw the amount as per his needs. He admitted that the cheque (Ex.C1) bears his signature. He claimed that the complainant had told him that he (complainant) required a blank cheque to purchase land in Punjab, and he had issued a blank signed cheque to the complainant. He did not produce any evidence despite repeated opportunities.

6. The learned Trial Court held that the issuance of the cheque was not disputed. The accused had also not disputed the fact that the complainant had an account with the society in which he used to deposit money. The claim made by the accused



in his statement recorded under Section 313 of Cr.P.C. that the blank cheque was issued at the request of the complainant was improbable. A cheque carried with it a presumption, and the accused had failed to rebut the presumption. Hence, the learned Trial Court convicted the accused of the commission of an offence punishable under Section 138 of the NI Act and sentenced him to undergo simple imprisonment for one year and pay a compensation of ₹6,10,000/-.

7. Being aggrieved by the judgment and order passed by the learned Trial Court, the accused filed an appeal, which was decided by the learned Additional Sessions Judge-I, Una, District Una, H.P. (learned Appellate Court). Learned Appellate Court held that the accused had not disputed the issuance of the cheque. The cheque was drawn on the account of the society, which was arrayed as accused No.2 through his President. The accused was arrayed as the person in charge and responsible for the conduct of the business at the relevant time. He was an authorised signatory and was liable by virtue of his position. The plea taken by the accused that he had issued a blank cheque in favour of the complainant was not believable. The notice was duly served upon the accused, and acknowledgements were filed



to establish this fact. Learned Trial Court had imposed an adequate sentence, and no interference was required with the judgment and order passed by the learned Trial Court.

8. Being aggrieved by the judgments and order passed by the learned Courts below, the accused has filed the present revision asserting that the learned Courts below failed to appreciate the material on record. The accused was merely an office bearer of the society and could not have been held liable in criminal or civil cases. The accused had no personal liability against the complainant, and he could not have been convicted and sentenced. Therefore, it was prayed that the present revision be allowed and the judgments and order passed by the learned Courts below be set aside.

9. Mr Gurinder Singh Parmar, learned counsel for the petitioner/accused, submitted that the learned Courts below erred in appreciating the material on record. The accused was merely a secretary of the society. The account was maintained by the Managing Committee, headed by the President of the society. The accused had no authority to make transactions from the account, and he could not have been held liable by virtue of



his position. A cooperative society does not fall within the meaning of Section 141 of the NI Act. The learned Courts below failed to appreciate this aspect. Hence, it was prayed that the present revision be allowed and the judgment passed by the learned Courts below be set aside.

10. He has also filed the written arguments, which have been produced by me.

11. I have given considerable thought to the submissions made at the bar and have gone through the records carefully.

12. It was laid down by the Hon'ble Supreme Court in *Malkeet Singh Gill v. State of Chhattisgarh*, (2022) 8 SCC 204: (2022) 3 SCC (Cri) 348: 2022 SCC OnLine SC 786 that a revisional court is not an appellate court and it can only rectify the patent defect, errors of jurisdiction or the law. It was observed at page 207-

“10. Before advertng to the merits of the contentions, at the outset, it is apt to mention that there are concurrent findings of conviction arrived at by two courts after a detailed appreciation of the material and evidence brought on record. The High Court in criminal revision against conviction is not supposed to exercise the jurisdiction like the appellate court, and the scope of interference in revision is extremely narrow. Section 397 of the Criminal Procedure Code (in short “CrPC”) vests



jurisdiction to satisfy itself or himself as to the correctness, legality or propriety of any finding, sentence or order, recorded or passed, and as to the regularity of any proceedings of such inferior court. The object of the provision is to set right a patent defect or an error of jurisdiction or law. There has to be a well-founded error that is to be determined on the merits of individual cases. It is also well settled that while considering the same, the Revisional Court does not dwell at length upon the facts and evidence of the case to reverse those findings.

13. This position was reiterated in *State of Gujarat v. DilipsinhKishorsinh Rao*, (2023) 17 SCC 688: 2023 SCC OnLine SC 1294, wherein it was observed at page 695:

“14. The power and jurisdiction of the Higher Court under Section 397 CrPC, which vests the court with the power to call for and examine records of an inferior court, is for the purposes of satisfying itself as to the legality and regularities of any proceeding or order made in a case. The object of this provision is to set right a patent defect or an error of jurisdiction or law or the perversity which has crept in such proceedings.

15. It would be apposite to refer to the judgment of this Court in *Amit Kapoor v. Ramesh Chander [Amit Kapoor v. Ramesh Chander, (2012) 9 SCC 460: (2012) 4 SCC (Civ) 687: (2013) 1 SCC (Cri) 986]*, where scope of Section 397 has been considered and succinctly explained as under: (SCC p. 475, paras 12-13)

“12. Section 397 of the Code vests the court with the power to call for and examine the records of an inferior court for the purposes of satisfying itself as to the legality and regularity of any proceedings or order made in a case. The object of this provision is to set right a patent defect or an error of jurisdiction or law. There has to be a well-founded error, and it may not be appropriate for the court to



scrutinise the orders, which, upon the face of it, bear a token of careful consideration and appear to be in accordance with law. If one looks into the various judgments of this Court, it emerges that the revisional jurisdiction can be invoked where the decisions under challenge are grossly erroneous, there is no compliance with the provisions of law, the finding recorded is based on no evidence, material evidence is ignored, or judicial discretion is exercised arbitrarily or perversely. These are not exhaustive classes, but are merely indicative. Each case would have to be determined on its own merits.

13. Another well-accepted norm is that the revisional jurisdiction of the higher court is a very limited one and cannot be exercised in a routine manner. One of the inbuilt restrictions is that it should not be against an interim or interlocutory order. The Court has to keep in mind that the exercise of revisional jurisdiction itself should not lead to injustice *ex facie*. Where the Court is dealing with the question as to whether the charge has been framed properly and in accordance with law in a given case, it may be reluctant to interfere in the exercise of its revisional jurisdiction unless the case substantially falls within the categories aforesaid. Even the framing of the charge is a much-advanced stage in the proceedings under CrPC.”

14. It was held in *Kishan Rao v. Shankargouda*, (2018) 8 SCC 165: (2018) 3 SCC (Cri) 544: (2018) 4 SCC (Civ) 37: 2018 SCC *OnLine* SC 651, that it is impermissible for the High Court to reappraise the evidence and come to its conclusions in the absence of any perversity. It was observed at page 169:



“12. This Court has time and again examined the scope of Sections 397/401 CrPC and the grounds for exercising the revisional jurisdiction by the High Court. In *State of Kerala v. Puttumana Illath Jathavedan Namboodiri*, (1999) 2 SCC 452: 1999 SCC (Cri) 275], while considering the scope of the revisional jurisdiction of the High Court, this Court has laid down the following: (SCC pp. 454-55, para 5)

5. ... In its revisional jurisdiction, the High Court can call for and examine the record of any proceedings to satisfy itself as to the correctness, legality or propriety of any finding, sentence or order. In other words, the jurisdiction is one of supervisory jurisdiction exercised by the High Court for correcting a miscarriage of justice. But the said revisional power cannot be equated with the power of an appellate court, nor can it be treated even as a second appellate jurisdiction. Ordinarily, therefore, it would not be appropriate for the High Court to reappraise the evidence and come to its conclusion on the same when the evidence has already been appreciated by the Magistrate as well as the Sessions Judge in appeal, unless any glaring feature is brought to the notice of the High Court which would otherwise amount to a gross miscarriage of justice. On scrutinising the impugned judgment of the High Court from the aforesaid standpoint, we have no hesitation in concluding that the High Court exceeded its jurisdiction in interfering with the conviction of the respondent by reappraising the oral evidence. ...”

13. Another judgment which has also been referred to and relied on by the High Court is the judgment of this Court in *Sanjaysinh Ramrao Chavan v. Dattatray Gulabrao Phalke*, (2015) 3 SCC 123: (2015) 2 SCC (Cri) 19]. This Court held that the High Court, in the exercise of revisional jurisdiction, shall not interfere with the order of the Magistrate unless it is perverse or wholly unreasonable or there is non-consideration of any relevant material, the



order cannot be set aside merely on the ground that another view is possible. The following has been laid down in para 14: (SCC p. 135)

“14. ... Unless the order passed by the Magistrate is perverse or the view taken by the court is wholly unreasonable or there is non-consideration of any relevant material or there is palpable misreading of records, the Revisional Court is not justified in setting aside the order, merely because another view is possible. The Revisional Court is not meant to act as an appellate court. The whole purpose of the revisional jurisdiction is to preserve the power in the court to do justice in accordance with the principles of criminal jurisprudence. The revisional power of the court under Sections 397 to 401 CrPC is not to be equated with that of an appeal. Unless the finding of the court, whose decision is sought to be revised, is shown to be perverse or untenable in law or is grossly erroneous or glaringly unreasonable or where the decision is based on no material or where the material facts are wholly ignored or where the judicial discretion is exercised arbitrarily or capriciously, the courts may not interfere with the decision in exercise of their revisional jurisdiction.”

15. This position was reiterated in *Bir Singh v. Mukesh Kumar*, (2019) 4 SCC 197: (2019) 2 SCC (Cri) 40: (2019) 2 SCC (Civ) 309: 2019 SCC OnLine SC 13, wherein it was observed at page 205:

“16. It is well settled that in the exercise of revisional jurisdiction under Section 482 of the Criminal Procedure Code, the High Court does not, in the absence of perversity, upset concurrent factual findings. It is not for the Revisional Court to re-analyse and re-interpret the evidence on record.

17. As held by this Court in *Southern Sales & Services v. Sauermilch Design and Handels GmbH*, (2008) 14 SCC 457, it



is a well-established principle of law that the Revisional Court will not interfere even if a wrong order is passed by a court having jurisdiction, in the absence of a jurisdictional error. The answer to the first question is, therefore, in the negative.”

16. The present revision has to be decided as per the parameters laid down by the Hon’ble Supreme Court

17. The ingredients of an offence punishable under Section 138 of the NI Act were explained by the Hon’ble Supreme Court in *Kaveri Plastics v. Mahdoom Bawa Bahrudeen Noorul*, 2025 SCC OnLine SC 2019 as under: -

5.1.1. In *K.R. Indira v. Dr. G. Adinarayana* (2003) 8 SCC 300, this Court enlisted the components, aspects and the acts, the concatenation of which would make the offence under Section 138 of the Act complete, to be these (i) drawing of the cheque by a person on an account maintained by him with a banker, for payment to another person from out of that account for discharge in whole/in part of any debt or liability, (ii) presentation of the cheque by the payee or the holder in due course to the bank, (iii) returning the cheque unpaid by the drawee bank for want of sufficient funds to the credit of the drawer or any arrangement with the banker to pay the sum covered by the cheque, (iv) giving notice in writing to the drawer of the cheque within 15 days of the receipt of information by the payee from the bank regarding the return of the cheque as unpaid demanding payment of the cheque amount, and (v) failure of the drawer to make payment to the payee or the holder in due course of the cheque, of the amount covered by the cheque within 15 days of the receipt of the notice.



18. The accused stated in his statement recorded under Section 313 of the Cr.PC that he was a Secretary and was responsible for the conduct of the business of the society. He also admitted that the complainant was maintaining an account with the society, and he had issued the cheque in favour of the complainant bearing his signature. He claimed that he had issued a blank signed cheque because the complainant needed to show it in Punjab for some land transaction. Therefore, learned Courts below had rightly held that the issuance of the cheque and signatures on the cheque were not in dispute. It was laid down by the Hon'ble Supreme Court in *APS Forex Services (P) Ltd. v. Shakti International Fashion Linkers (2020) 12 SCC 724*, that when the issuance of a cheque and signature on the cheque are not disputed, a presumption would arise that the cheque was issued in discharge of the legal liability. It was observed: -

“9. Coming back to the facts in the present case and considering the fact that the accused has admitted the issuance of the cheques and his signature on the cheque and that the cheque in question was issued for the second time after the earlier cheques were dishonoured and that even according to the accused some amount was due and payable, there is a presumption under Section 139 of the NI Act that there exists a legally enforceable debt or liability. Of course, such a presumption is rebuttable. However, to rebut the presumption, the accused was



required to lead evidence that the full amount due and payable to the complainant had been paid. In the present case, no such evidence has been led by the accused. The story put forward by the accused that the cheques were given by way of security is not believable in the absence of further evidence to rebut the presumption, and more particularly, the cheque in question was issued for the second time after the earlier cheques were dishonoured. Therefore, both the courts below have materially erred in not properly appreciating and considering the presumption in favour of the complainant that there exists a legally enforceable debt or liability as per Section 139 of the NI Act. It appears that both the learned trial court as well as the High Court have committed an error in shifting the burden upon the complainant to prove the debt or liability, without appreciating the presumption under Section 139 of the NI Act. As observed above, Section 139 of the Act is an example of a reverse onus clause and therefore, once the issuance of the cheque has been admitted and even the signature on the cheque has been admitted, there is always a presumption in favour of the complainant that there exists a legally enforceable debt or liability and thereafter, it is for the accused to rebut such presumption by leading evidence.”

19. It was laid down in *N. Vijay Kumar v. Vishwanath Rao*

N., 2025 SCC OnLine SC 873, wherein it was held as under:

“6. Section 118 (a) assumes that every negotiable instrument is made or drawn for consideration, while Section 139 creates a presumption that the holder of a cheque has received the cheque in discharge of a debt or liability. Presumptions under both are rebuttable, meaning they can be rebutted by the accused by raising a probable defence.”

20. A similar view was taken in *Sanjabij Tari v. Kishore S.*

Borcar, 2025 SCC OnLine SC 2069, wherein it was observed:



“ONCE EXECUTION OF A CHEQUE IS ADMITTED, PRESUMPTIONS UNDER SECTIONS 118 AND 139 OF THE NI ACT ARISE

15. In the present case, the cheque in question has admittedly been signed by the Respondent No. 1-Accused. This Court is of the view that once the execution of the cheque is admitted, the presumption under Section 118 of the NI Act that the cheque in question was drawn for consideration and the presumption under Section 139 of the NI Act that the holder of the cheque received the said cheque in discharge of a legally enforceable debt or liability arises against the accused. It is pertinent to mention that observations to the contrary by a two-Judge Bench in *Krishna Janardhan Bhat v. Dattatraya G. Hegde*, (2008) 4 SCC 54, have been set aside by a three-Judge Bench in *Rangappa*(supra).

16. This Court is further of the view that by creating this presumption, the law reinforces the reliability of cheques as a mode of payment in commercial transactions.

17. Needless to mention that the presumption contemplated under Section 139 of the NI Act is rebuttable. However, the initial onus of proving that the cheque is not in discharge of any debt or other liability is on the accused/drawer of the cheque [See: *Bir Singh v. Mukesh Kumar*, (2019) 4 SCC 197].

21. Thus, the learned Courts below had rightly held that the cheque was issued in discharge of the liability for consideration, and the burden is upon the accused to rebut this presumption.

22. The accused claimed that he was merely an office bearer and not liable by virtue of his office. This submission will not help the accused. The liability of the signatory was decided



by the Hon'ble Supreme Court in *S.M.S. Pharmaceuticals Ltd. v. Neeta Bhalla*, (2005) 8 SCC 89. The following question *inter alia* was referred for consideration by the larger bench: -

“(c) Even if it is held that specific averments are necessary, whether, in the absence of such averments, the signatory of the cheque and or the managing directors or joint managing director who admittedly would be in charge of the company and responsible to the company for the conduct of its business could be proceeded against.”

23. The Hon'ble Supreme Court, after discussing the entire case law on the subject, answered the reference as under:

(c) The answer to Question (c) has to be in the affirmative. The question notes that the managing director or joint managing director would be admittedly in charge of the company and responsible to the company for the conduct of its business. When that is so, holders of such positions in a company become liable under Section 141 of the Act. By virtue of the office they hold as managing director or joint managing director, these persons are in charge of and responsible for the conduct of the business of the company. Therefore, they get covered under Section 141. So far as the signatory of a cheque which is dishonoured is concerned, he is clearly responsible for the incriminating act and will be covered under sub-section (2) of Section 141.

24. Thus, a signatory is liable by virtue of his signature on the cheque under Section 141(2) of the Act and nothing more is required to be established in his case. Therefore, the learned



Courts below had rightly held the accused to be guilty by virtue of his position and his signature as an authorised signatory.

25. It was submitted that a person can be held liable if he issues a cheque on an account maintained by him. In the present case, the accused did not maintain any account with the bank; rather, the account was maintained by the society. This submission overlooks the fact that the accused is being held vicariously liable because he had put his signature on the cheque as an authorised signatory. The primary accused under Section 138 of the NI Act is the Society in whose account the cheque was drawn. The liability of the accused arises by virtue of Section 141 of the NI Act, and it is not possible to get out of the liability by taking recourse to Section 138 of the NI Act.

26. The accused claimed that the complainant wanted a blank cheque in connection with some land transaction. This defence was rightly rejected by the learned Courts below. The accused was a signatory of the society and would not have drawn a blank cheque in favour of the complainant simply to show it in Punjab in connection with some land transaction. Further, the accused never stepped into the witness box to prove the plea



taken by him and the statement made by the accused in his statement recorded under Section 313 of Cr.PC is no evidence. It was held in *Sumeti Vij v. Paramount Tech Fab Industries, (2022) 15 SCC 689: 2021 SCC OnLine SC 201* that the accused has to lead defence evidence to rebut the presumption and mere denial in his statement under section 313 is not sufficient to rebut the presumption. It was observed at page 700:

“20. That apart, when the complainant exhibited all these documents in support of his complaints and recorded the statement of three witnesses in support thereof, the appellant recorded her statement under Section 313 of the Code but failed to record evidence to disprove or rebut the presumption in support of her defence available under Section 139 of the Act. *The statement of the accused recorded under Section 313 of the Code is not substantive evidence of defence, but only an opportunity for the accused to explain the incriminating circumstances appearing in the prosecution's case against the accused. Therefore, there is no evidence to rebut the presumption that the cheques were issued for consideration.*” (Emphasis supplied)”

27. There was no other evidence to rebut the presumption attached to the cheque, and the learned Courts below had rightly held that the accused had failed to rebut the presumption attached to the cheque.

28. It was held that the co-operative society is not a company and the accused could not have been vicariously liable.



This submission cannot be accepted. The explanation to Section 141 of the NI Act provides that a company means a corporate and includes a firm or other association of individuals. The society is an association of individuals and will be covered under the provisions of Section 141 of the NI Act.

29. The complainant stated that he had deposited the cheque with the bank, but it was dishonoured with an endorsement 'insufficient funds'. The accused denied this fact for want of knowledge. The complainant's statement regarding this fact was duly corroborated by a return memo (Ex.C2). It was laid down by the Hon'ble Supreme Court in *Mandvi Cooperative Bank Ltd. v. Nimesh B. Thakore*, (2010) 3 SCC 83: (2010) 1 SCC (Civ) 625: (2010) 2 SCC (Cri) 1: 2010 SCC OnLine SC 155 that the memo issued by the Bank is presumed to be correct, and the burden is upon the accused to rebut the presumption. It was observed at page 95:

24. Section 146, making a major departure from the principles of the Evidence Act, provides that the bank's slip or memo with the official mark showing that the cheque was dishonoured would, by itself, give rise to the presumption of dishonour of the cheque, unless and until that fact was disproved. Section 147 makes the offences punishable under the Act compoundable.



30. In the present case, no evidence was produced to rebut the presumption, and the learned Courts below had rightly held that the cheque was dishonoured with an endorsement ‘insufficient funds.’

31. The complainant stated that he had sent a notice to the accused, which was duly served upon him. Acknowledgement (Ex.C7) to this effect was placed on record. Therefore, the learned Courts below had rightly held that the notice was duly served upon the accused.

32. Therefore, it was duly proved on record that the accused had issued a cheque as an authorised signatory of the society, the cheque was dishonoured with an endorsement ‘insufficient funds’, and the accused failed to pay the amount despite the receipt of the valid notice of demand. Hence, all the ingredients of the commission of an offence punishable under Section 138 of the NI Act were duly satisfied, and the learned Courts below had rightly convicted the accused of the commission of an offence punishable under Section 138 of the NI Act.



33. The learned Trial Court had sentenced the accused to undergo simple imprisonment for one year and pay a compensation of ₹6,10,000/-. It was laid down by the Hon'ble Supreme Court in *Bir Singh v. Mukesh Kumar*, (2019) 4 SCC 197: (2019) 2 SCC (Cri) 40: (2019) 2 SCC (Civ) 309: 2019 SCC OnLine SC 138 that the penal provision of section 138 is a deterrent in nature. It was observed at page 203:

“6. The object of Section 138 of the Negotiable Instruments Act is to infuse credibility into negotiable instruments, including cheques, and to encourage and promote the use of negotiable instruments, including cheques, in financial transactions. The penal provision of Section 138 of the Negotiable Instruments Act is intended to be a deterrent to callous issuance of negotiable instruments such as cheques without serious intention to honour the promise implicit in the issuance of the same.”

34. Keeping in view the deterrent nature of the sentence to be awarded, the sentence of one year imprisonment cannot be said to be excessive.

35. The cheque was issued for an amount of ₹5,00,000/- on 25.4.2020. Learned Trial Court awarded a compensation of ₹6,10,000/- on 30.12.2023 after the lapse of more than three years. It was laid down by the Hon'ble Supreme Court in *Kalamani Tex v. P. Balasubramanian*, (2021) 5 SCC 283: (2021) 3



SCC (Civ) 25: (2021) 2 SCC (Cri) 555: 2021 SCC OnLine SC 75 that the Courts should uniformly levy a fine up to twice the cheque amount along with simple interest at the rate of 9% per annum.

It was observed at page 291: -

19. As regards the claim of compensation raised on behalf of the respondent, we are conscious of the settled principles that the object of Chapter XVII of NIA is not only punitive but also compensatory and restitutive. The provisions of NIA envision a single window for criminal liability for the dishonour of a cheque as well as civil liability for the realisation of the cheque amount. It is also well settled that there needs to be a consistent approach towards awarding compensation, and unless there exist special circumstances, the courts should uniformly levy fines up to twice the cheque amount along with simple interest @ 9% p.a. [*R. Vijayan v. Baby, (2012) 1 SCC 260, para 20: (2012) 1 SCC (Civ) 79: (2012) 1 SCC (Cri) 520*]"

36. The interest @ 9% per annum for three years on an amount of ₹5,00,000/- is ₹1,35,000/-, and the compensation of ₹1,10,000/- awarded by the learned Trial Court cannot be said to be excessive.

37. No other point was urged.

38. In view of the above, the present petition fails, and it is dismissed.

39. A copy of this judgment be transmitted forthwith.



40. Pending application(s), if any also stand(s) disposed
of.

(Rakesh Kainthla)
Judge

27th May, 2026
(Chander)