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**Summary:**

Presumptions as to negotiable instruments.--

Until the contrary is proved, the following presumptions shall be made:--

(a) of consideration:--that every negotiable instrument was made or drawn for consideration, and that every such instrument, when it has been accepted, indorsed, negotiated or transferred, was accepted, indorsed, negotiated or transferred for consideration;

(b) as to date:--that every negotiable instrument bearing a date was made or drawn on such date;

(c) as to time of acceptance:--that every accepted bill of exchange was accepted within a reasonable time after its date and before its maturity;

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(d) as to time of transfer:--that every transfer of a negotiable instrument was made before its maturity;

(e) as to order of indorsements:--that the indorsements appearing upon a negotiable instrument were made in the order in which they appear then on;

(f) as to stamp:-- that a lost promissory note, bill of exchange or cheque was duly stamped;

(g) that holder is a holder in due course:--

that the holder of a negotiable instrument is a holder in due course: provided that, where the instrument has been obtained from its lawful owner, or from any person in lawful custody thereof, by means of an offence or fraud, or has been obtained from the maker or acceptor thereof by means of an offence or fraud, or for unlawful consideration, the burden of proving that the holder is a holder in due course lies upon him. Furthermore, on the aspect of adducing evidence for rebuttal of the aforesaid statutory presumption, it is pertinent to cumulatively read the decisions of this Court in Rangappa v. Sri Mohan, (2010) 11 SCC 441, and Rajesh Jain v. Ajay Singh, (2023) 10 SCC 148, which would go on to clarify that the accused can undoubtedly place reliance on the materials adduced by the complainant, which would include not only the complainant's version in the original complaint, but also the case in the legal or demand notice, complainant's case at the trial, as also the plea of the accused in the reply notice, his Section 313CrPC, 1973 statement or at the trial as to the circumstances under which the promissory note or cheque was executed. In the case at hand, even after purportedly drawing the presumption under Section 139 of the NI Act, the trial court proceeded to question the want of evidence on the part of the complainant as regards the source of funds for advancing loan to the accused and want of examination of relevant witnesses who allegedly extended

him money for advancing it to the accused. In the absence of any finding that the cheque in question was not signed by the respondent- accused or not voluntarily made over to the payee and in the absence of any evidence with regard to the circumstances in which a blank signed cheque had been given to the appellant complainant, it may reasonably be presumed that the cheque was filled in by the appellant complainant being the payee in the presence of the respondent-accused being the drawer, at his request and/or with his acquiescence. The observations of the trial court that there was no documentary evidence to show the source of funds with the respondent to advance the loan, or that the respondent did not record the transaction in the form of receipt of even kachcha notes, or that there were inconsistencies in the statement of the complainant and his witness, or that the witness of the complaint was more in the know of facts, etc. would have been relevant if the matter was to be examined with reference to the onus on the complaint to prove his case beyond reasonable doubt.

- [illegible]

9. The instant revision is preferred against the following"- (A) The judgment and order dated 02.08.2023, passed in Criminal Case No.4465 of 2021, Manish Kumar Gupta Vs.

10. Abdul Qadir and Another, by the court of Second Additional Civil Judge/Judicial Magistrate, Nainital ("the case").

**Detected Risks:**

penalty, fine, fraud, regulatory

- **New Data Protection Law:** The latest regulations require enhanced user consent for data collection.

- **Compliance Update:** Updated guidelines on contract enforcement and risk mitigation.