

**IN THE HIGH COURT OF JHARKHAND AT RANCHI**  
**Cr.M.P. No. 1045 of 2020**

Rupesh Kumar

.... Petitioner(s).

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Versus

1. The State of Jharkhand
2. Mr. Ajeet Kumar Bhadani

... Opp. Party(s).

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**CORAM : HON'BLE MR. JUSTICE ANANDA SEN.**  
**Through: Video Conferencing**

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For the Petitioner(s) : Mr. Vikash Kumar, Advocate.  
For the State : Mr. Sanjay Kr. Srivastava, Spl. P.P.

05/10.09.2020: The lawyers have no objection with regard to the proceeding, which has been held through video conferencing today at 11:00 A.M. They have no complaint in respect of the audio and video clarity and quality.

2. This case was listed/supposed to be listed before the Lawazima Board for seeking an order in respect of the defects, pointed out by the office.

3. Considering the pandemic situation where the Court has minimized the footfall of the lawyers and their clerks in the Court, this Court felt proper to get all the cases listed before this Court so that the defects can be looked into at this stage only. Thus, this case is listed today before the Court directly.

4. The defect(s), as pointed out by the office, stand ignored for the present.

5. Heard the counsel for the parties.

6. The petitioner has confined his prayer and only challenged the order dated 11.9.2018 by which, prayer of the petitioner to send the agreement, which is Ext.2, to the handwriting expert, has been dismissed, as the petitioner is disputing the signature on the said agreement. Aggrieved by the said order, the petitioner had preferred a revision petition being Cr. Revision Case No. 75/2018, which was dismissed vide order dated 27.9.2019.

7. Counsel for the petitioner submits that the petitioner has the right to rebut the presumption and thus, it was necessary to send the agreement before the handwriting expert.

8. This case arises out of a complaint for the offence under Section 138 N.I. Act alleging therein that two cheques bearing Cheque Nos. 078165 and 078166 of United Bank of India were issued by the petitioner, which were dishonoured. The defence of the petitioner is that he lost his cheque for which, a Sanha was also lodged. It is the further case of the petitioner that the agreement, which the complainant is relying upon, does not bear his signature and thus there was no occasion to hand over the cheque to the complainant pursuant to any agreement.

9. After going through the impugned order as well as the records, I find that the petitioner has not disputed his signature on the cheques. When the petitioner has not disputed his signature on the cheque, the relevancy of the agreement, whether the same has been signed by the petitioner or not, is not of any importance. It is the petitioner, being an accused, has to prove that there were no legal dues upon him. The onus is upon the petitioner as to whether he has issued the cheque to the complainant against any legal dues or not. The complainant has discharged the onus which was upon him. The facts with regard to dishonour of cheques and signature on the cheques by the petitioner are not disputed. The agreement, in fact, has got no relevancy at this stage.

10. Thus, I find no merit in this petition. Accordingly, the same is **dismissed**.