

Explanation any other
person is a person
other



**ASSIGN
BUSTER**

Explanation of Cheating by Personation – Section 416 of the Indian Penal

Code, 1860: A person is said to “cheat by personation” if he cheats by pretending to be some other person, or by knowingly substituting one person for another, or representing that he or any other person is a person other than he or such other person really is. Explanation – The offence is committed whether the individual personated is a real or imaginary person.

Illustrations: (a) A cheats by pretending to be a certain rich banker of the same name. A cheats by personation.

(b) A cheats by pretending to be B, a person who is deceased. A cheats by personation. Ingredients: The essential ingredients of the offence of cheating are as follows: (1) Deceiving any person; (2) Fraudulently or dishonestly inducing the person so deceived, (a) To deliver any property to any person; (b) To consent that any person shall retain any property; or (3) Intentionally inducing any person to do or omit to do anything which he would not do or omit to do if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body or mind, reputation or property. In cheating there are two separate classes of acts which the person deceived may be induced to do. In the first class, may be induced to deliver any property to any person or consent to its retention by any person. In the second class, he may do or omit to do which he would not do or omit but for this deception. In the first class the inducement must be fraudulent or dishonest, in the second the inducement must be intentional.

Incurring a debt with a promise to pay back within a certain period and failure to pay back within the stipulated period does not make it a criminal offence. It is a liability. Where the goods supplied by the accused were not

according to the instructions of the complainant and were found to be defective, no criminal liability could be placed upon the accused and no offence of cheating would be made out.

The accused induced the complainant to part with his goods on the understanding that the accused would pay for them on delivery. The goods were delivered but the accused did not pay for them. It was held that if, at the time he made the promise to pay against delivery, he had an intention to do so, and his subsequent failure to pay would not amount to cheating. But, if on the other hand, he had no intention whatsoever to pay but merely said that he would do so in order to induce the complainant to part with the goods, then a case of cheating would be established.