IN THE COURT OF JUDICIAL MAGISTRATE NO.III,

TIRUCHIRAPPALLI.

Present: THIRU. S.MOHAMED SUHAIL,B.A.,B.L.,

JUDICIAL MAGISTRATE NO.III, TIRUCHIRAPPALLI.

Tuesday, the 29th day of July 2025

Summary Trial Case No.6694/2022

(CNR.No.**TNTP03-030843-2022)**

….

R.Prakash Cristopher
S/o.Kristopher
residing at 2/302, Rayar Street,
Erungalur, Manachanallur Taluk,
Tiruchirappalli-621105. … Complainant

//Versus//

M.Anthoni Raj,
S/o. Mariyadass,
4/506, Theradi Theru,
Mahizhanpadi, Purathakudi(PO),
Lalgudi Taluk,
Trichy District.621111. .... Accused

a)	Serial Number	STC No.6694/2022
b)	Occurrence date	21.03.2022
c)	Date of filing Complaint	17.08.2022
d)	Date of Apprehension	Not Applicable
e)	Release on bail	Not Applicable
f)	Date of Commitment	Not Applicable
g)	Date of Commencement of Trial	25.07.2023
h)	Date of Closure of Trial	Accused pleaded guilty of charge; hence, judgment pronounced on 25.07.2025.
i)	Sentence or Order	In result, the accused is found guilty for the offence under section 138 N.I. Act, and the accused is convicted as per sec 255(2) of Cr.P.C and sentenced to undergo simple imprisonment for one year and the accused shall pay a compensation of Rs.4,00,000/- (CHEQUE AMOUNT) with an

		interest at the rate of 9% per annum from the date of dishonour as the dictum laid down in **R.Vijayan vs Baby & Anr 2012-1-SCC-260**, to the complainant under section 357(3) of Cr.P.C within two months and in default of payment of the compensation, the accused shall undergo a further period of 2 months (Two Months) simple imprisonment as default sentence. The custody period if any already undergone by the accused shall be set off under Section 428 of Cr.P.C.
j)	Service of copy of judgment or finding on accused	Yes. Free copy furnished to the accused as per section 363 of the Code.
k)	Explanation of delay	No Delay

PARTICULARS AS PER RULE NO.106 OF CRIMINAL RULES OF PRACTICE 2019

COMPLAINANT	R.Prakash Cristopher
ACCUSED	M.AnthoniRaj
OFFENCE	U/S 138 & 142 OF NEGOTIABLE INSTRUMENTS ACT, 1881
FINDING	In the result, the Accused is found guilty as per section 255(2) of Cr.P.C. for the offence u/s 138 of Negotiable Instruments Act,1881
SENTENCE	In result, the accused is found guilty for the offence under section 138 N.I. Act, and the accused is convicted as per sec 255(2) of Cr.P.C and sentenced to undergo simple imprisonment for one year and the accused shall pay a compensation of Rs.4,00,000/- (CHEQUE AMOUNT) with an interest at the rate of 9% per annum from the date of dishonour as the dictum laid down in **R.Vijayan vs Baby & Anr 2012-1-SCC-260**, to the complainant under section 357(3) of Cr.P.C within two months and in default of payment of the compensation, the accused shall undergo a further period of 2 months (Two Months) simple imprisonment as default sentence. The custody period if any already undergone by the accused shall be set off under Section 428 of Cr.P.C.

This Summary Trial Case is coming on 07.07.2025 for a final hearing before this Court in the presence of Thiru. M.S.Vanaja, Advocate for the Complainant, and

Thiru.S.M.Nesamanoghar, Advocate for the Accused, and upon perusing the records and upon hearing the arguments of both sides and having stood over till this date for consideration, this court delivers the following…

JUDGMENT

This case has been filed by the Complainant R.Prakash Cristopher against the Accused M.Anthoni Raj under section 200 of Code of Criminal procedure read with sections 138 and 142 of Negotiable Instruments Act,1881 (hereinafter referred to as "NI Act").

2. The averments made by the complainant in the complaint in brief are as follows :-

2.1. The Complainant and the Accused are well acquainted with each other. On 21.03.2022, the Accused borrowed a sum of Rs.4,00,000 (Rupees Four Lakhs only) from the Complainant, agreeing to pay back the same in 3 months and in discharge of his liability, on the same day itself the accused had issued a cheque (No.883536) dated 22.06.2022 for a sum of Rs.4,00,000/-drawn on Indian Overseas Bank, Purathakudi Branch, Tiruchirappalli.

2.2. The complainant presented the said cheque on 22.06.2022 through his banker, namely Indian Overseas Bank, Purathakudi Branch, Tiruchirappalli and the same was returned as "Funds Insufficient" dated 22.06.2022.

2.3. The Complainant has issued a legal demand notice dated 11.07.2022, calling upon the Accused to pay the cheque amount within 15 days from the date of receipt of the notice. The notice sent to the Accused was duly served on 13.07.2022, and the Accused has neither caused any reply nor made any payment towards the cheque amount.

2.4. The Complainant has filed the present complaint against the accused under Sections 138 and 142 of the Negotiable Instruments Act, 1881, as the cheque issued by the accused was dishonour and the accused failed to pay the cheque amount within the stipulated period.

3. <u>Appearance of Accused and Trial</u> :

On perusal of the complaint, this Court has satisfied that a prima facie case had been made out against the Accused. Accordingly, the Court took cognizance of the offence under Sections 138 and 142 of the Negotiable Instruments Act, 1881, and issued summons to the Accused. Upon receipt of the summons, the Accused appeared before the Court. The substance of the accusation was explained to her, to which she pleaded not guilty and requested to face trial. P.W.1 was thereafter fully cross-examined on 25.07.2023.

4. <u>Oral and Documentary evidence:</u>

In accordance with the directions issued by the Hon'ble Supreme Court in ***Indian Bank Association v. Union of India and Others*****, (2014) 5 SCC 590,** this Court treated the proof affidavit of the Complainant as his examination-in-chief. During the course of trial, the Complainant adduced the following oral and documentary evidence against the Accused to establish his case beyond reasonable doubt. To prove the averments made in the complaint, the complainant has been examined as PW1 and marked Ex.P1 to P.4. PW1 reiterated the complaint averments in detail and specifically deposed that the accused has issued the cheque on an account maintained by her with a banker and the same has been returned as "Funds Insufficient". Ex.P1 is the Original cheque bearing No. 883536 dated 22.06.2022, drawn on Indian Overseas Bank, Purathakudi Branch, for a sum of Rs.4,00,000 (Rupees Four Lakhs only), executed by the Accused in favour of the Complainant. Ex.P2 is the Bank return memo dated 22.06.2022 with the endorsement "Funds Insufficient." Ex.P3 is the Statutory demand notice dated 11.07.2022 issued to the Accused. Ex.P4 is the Acknowledgment card dated 13.07.2022 evidencing service of the statutory notice of the Accused.

5. <u>313 PROCEEDINGS:-</u>

Upon completion of the Complainant's evidence, the Accused was examined under Section 313(1)(b) of the Code of Criminal Procedure (Cr.P.C.). The incriminating circumstances arising from the Complainant's evidence were duly put to the Accused. He denied all allegations and the evidence presented by the Complainant as false. In order to prove his case, the accused examined his friend Ramesh as D.W.1 No further oral or documentary evidence was adduced by the Accused. Consequently, the defence evidence was closed, and the case was posted for final arguments.

6. The Learned Counsel appearing for the Complainant has submitted that the ingredients of the Offence u/s 138 of Negotiable Instruments Act,1881 were fulfilled and that the Complainant has successfully established his case. The learned counsel for the complainant has further argued that once the issuance and signature of the cheque is admitted, then a legal presumption arises in favour of the Complainant that the cheque has been issued for legally enforceable debt and it is for the accused to rebut the said presumption. The onus to discharge aforesaid presumption u/s 139 of Negotiable Instruments Act,1881 lies upon the accused. But the accused has miserably failed to rebut the presumption u/s 139 of Negotiable Instruments Act,*1881.* Hence, the learned counsel prayed that the accused be convicted u/s 138 r/w 142 of Negotiable Instruments Act .

7. The Learned Counsel appearing for the accused has argued that the alleged liability does not constitute a legally enforceable debt against the accused. The cheque amount was given by the complainant to a finance company, viz., 'Aayushu Nooru'. Since the said finance company has been closed, the complainant lodged a complaint against the accused. The accused issued the disputed cheque to the complainant at the police station only for an security purpsose. There was no transaction between the accused and the complainant. Hence, it is argued that the complaint itself is not maintainable and that the accused has successfully rebutted the presumption raised by the complainant. ***Therefore, Learned Counsel for accused prayed that the complaint is liable to be dismissed and the accused be acquitted for the offence punishable u/s 138 r/w 142 of Negotiable Instruments Act,1881.***

8. POINTS FOR DETERMINATION:

Upon hearing the arguments of both sides and having perused the connected documents and records, the points that arises for consideration are :

i) Whether the ingredients of the offence u/s 138 of Negotiable Instruments Act has been established by the Complainant?

ii) Whether the Complainant has proved the case beyond all reasonable doubt as against the Accused?
iii) Whether the cheque was issued by the accused towards the discharge of a legally enforceable debt or liability and same being dishonoured and the accused committed the offence under section 138 of N.I. Act?

9. Point Nos. 1 to 3 :-

Section 138 of the NI Act has been analysed by the Hon'ble Apex Court in **(Kusum Ingots & Alloys Ltd., Pannar Peterson Securities Ltd., (2000) 2 SCC 745 :** held that the following ingredients are required t*o constitute an offence* under Section 138 of the NI Act: Further in the latest Judgment in **Rajesh Jain vs Ajay Singh** [2024-1-CTC-637] the Hon'ble Apex reiterated in para 26 that **In Gimpex Private Limited vs. Manoj Goel**, this Court has unpacked the ingredients forming the basis of the offence under Section 138 of the NI Act in the following structure:

(i). *The accused issued a cheque on an account maintained by him with a bank for payment of money to another from out of that account;*

(ii). *The cheque has been issued for the discharge (either in whole or in part) of any debt or other liability;*

(iii). *The cheque has been presented to the bank within the period of its validity;*

(iv). *The cheque has been returned by the bank unpaid, either because of the amount of money standing to the credit of the account is insufficient to honour the cheque or it exceeds the amount arranged to be paid from that account by an agreement made with the bank;*

(v). *The payee or the holder in due course of the cheque makes a demand for the payment of the said amount of money by giving a notice in writing, to the drawer of the cheque, within 30 days of the receipt of information by him / her from the bank regarding the return of the cheque as unpaid; and*

(vi). *The drawer of such cheque failed to make payment of the said amount of money to the payee or the holder in due course of the cheque within 15 days of the receipt of the said notice.*

10. In the present case, the Complainant has submitted that the Accused borrowed a sum of Rs.4,00,000/- from him for the purpose of developing the accused's business. The Complainant contends that accused has issued a post-dated cheque towards discharge of the said liability. The cheque in dispute, marked as Ex.P1 (Cheque dated 22.06.2022), was presented for collection and was returned unpaid on 22.06.2022 with the endorsement "Funds Insufficient" (Ex.P3). A statutory legal notice (Ex.P3) was issued on 11.07.2022. It is evident that the cheque was presented within the statutory period of three months from the date of issuance, and the legal notice was issued within 30 days from the date of receipt of the return memo.

11. As per Ex.P4, the acknowledgment card, the Accused received the legal notice on 11.07.2022. However, he failed to make payment within 15 days from the date of receipt. Consequently, the cause of action arose. The Complainant filed the present private complaint on **17.08.2022**, which is within the statutory period of one month from the date of cause of action. The Court, having found the complaint to be in order, took cognizance of the offence. Therefore, the Accused is liable under Section 138 of the Negotiable Instruments Act, 1881.

12. In the present case, the Accused has not raised any defence disputing that the cheque in question (Ex.P1) was drawn on an account maintained by him. He has also not disputed her signature on the cheque or the fact of dishonour as evidenced by Ex.P2. It is not her case that the cheque was not presented within its validity period or that the amount was already repaid. Therefore, the essential ingredients (i), (iii), (iv), (v), and (vi) of Section 138 stand proved and undisputed.

13. In ***K. Bhaskaran v. Sankaran Vaidhyan Balan*** **[1999 (4) RCR (Criminal) 309],** the Hon'ble Supreme Court held:

"As the signature in the cheque is admitted to be that of the accused, the presumption envisaged in Section 118 of the Act can legally be inferred that the cheque was made or drawn for consideration on the date which the cheque bears. Section 139 of the Act enjoins on the court to presume that the holder of the cheque received it for the discharge of any debt or liability."

14. Once the signature on the cheque is not disputed and the Complainant has proved the essential ingredients of Section 138, the presumptions under Sections 118 and 139 of the Negotiable Instruments Act come into play, indicating that the cheque was issued in discharge of a legally enforceable debt or liability. Section 146 the production of the Bank slip or memo with official mark denoting that the cheque has been dishonoured is prima facie evidence for the court to presume the fact of dishonour of such cheque unless such fact is disproved by the accused.

15. This Court now examines the facts of the present case in light of the above legal principles. The non-denial of the signature on the cheque by the Accused, a presumption arises in favour of the Complainant under Sections 118 and 139 that the cheque was issued for consideration and in discharge of a legally enforceable debt. However, this presumption is rebuttable, and the Accused is not required to enter the witness box to rebut it. The Accused may rebut the presumption by relying on the material brought on record by the Complainant or by drawing presumptions of fact and law based on admitted or proved facts.

16. The Complainant's case is that the Accused borrowed Rs.4,00,000/- and issued the disputed cheque in discharge of that liability. The complainant, Mr. Prakash Christopher, who was examined as PW1, stated during cross-examination that he had given the amount to the accused on 21.03.2022 at his home, and that no one else was present at the time of the transaction. When questioned about the circumstances under which the accused had borrowed the money, PW1 explained that the accused was running a tiffin and juice stall, and in order to develop the said business and repay an existing debt of ₹2 lakhs, the accused had borrowed the cheque amount from the complainant.

17. PW1 was questioned about the investment of an amount of ₹5,50,000 in Aayushu Nooru Finance Company. PW1 admitted to that fact and also deposed that he had no knowledge as to whether the accused was an agent of the said finance company. The exact portion of the deposition is as follows:"எதிரிக்கு யார் முன்னிலையில் எங்கு வைத்து கொடுத்தேன் என்றால் 21.03.2022 அன்று எனது வீட்டில் வைத்து எதிரிக்கு பணம் கொடுத்தேன். நாங்கள் இருவர் மட்டும் தான் இருந்தோம்."

18. PW1 was also questioned during cross examination regarding the repayment of the amount. The complainant replied that he had made several attempts to contact the accused both in person and over the phone, but the accused failed to respond to him. PW1 was further questioned whether the accused had admitted to repaying the amount. The complainant clearly deposed that the accused had admitted his liability and had promised to repay the amount within three months, and accordingly, issued the disputed cheque. The relevant portion of the deposition is as follows:" **ஆயுசு நூறு என்ற பைனான்ஸ் நிறுவனத்தில் எனது மனைவி மற்றும் எனது பெயரில் ரூ.5,50,000/-(ரூபாய் ஐந்தரை லட்சம்) பணம் போட்டுள்ளேன் என்றால் ஆமாம். மேற்படி நிறுவனத்தில் எதிரி முகவராக இருந்து வந்தார் என்ற விவரம் தெரியுமா என்றால் தெரியாது. "**

19. PW1 denied the suggestion during cross-examination that the amount was given to the accused solely for the purpose of paying Aayushu Nooru Finance Company. PW1 was further questioned that the cheque in question had actually been handed over to the said Aayushu Nooru Finance Company, and that the present complaint was lodged by misusing that cheque. However, PW1 clearly deposed that the finance company had shut down in the year 2020, and that the disputed amount was paid to the accused only on 21.03.2022. The relevant portion of the deposition is as follows: **" ஆயுசு நூறு நிறுவனம் தற்போது முடக்கப்பட்டுவிட்டது என்றும் அதனால் தான் ஆயுசு நூறு நிறுவனத்தில் உள்ள காசோலையை வைத்து எதிரி மீது இந்த வழக்கை கொடுத்துள்ளேன் என்றால் ஆயுசு நூறு நிறுவனம் 2020ம் ஆண்டே முடக்கப்பட்டுவிட்டது. நான் எதிரிக்கு 21.03.2022 அனறு தான் பணம் கொடுத்தேன். எதிரி கொடுத்த காசோலையை நான் வசூலுக்கு செலுத்தியபோது அது திருப்பப்பட்டுவிட்டது. "**

20. As per Section 101 of the Indian Evidence Act, the burden of proof lies on the person who asserts the existence of a fact. Since the Accused has alleged misuse of the cheque, the onus lies on accused to prove the same.

21. As held in a catena of decisions, the law is well settled that the burden lies on the Accused to rebut the presumption and establish that the cheque was not issued in discharge of any debt or liability, or that the liability has already been discharged. The standard of proof required is that of preponderance of probabilities. Therefore, it is essential to examine whether the explanation offered by the Accused, along with the evidence on record, is sufficient to dislodge the statutory presumptions under Sections 118 and 139 of the Act.

22. Upon the closure of the complainant's evidence, the accused was examined under Section 313 of the Code of Criminal Procedure. During the examination, the accused did not provide any substantive explanation regarding the incriminating circumstances put to her. She merely denied the allegations as false and did not furnish any details to rebut the complainant’s version. Furthermore, in support of her defence, the accused examined Mr. Ramesh, a friend of the accused, as DW1. During his chief examination, DW1 admitted that he had knowledge of the complainant giving money to the accused for the purpose of investment in a finance company. He also deposed that the finance company had subsequently closed down, and thereafter, the complainant had demanded the return of the amount from the accused. He further stated that a police complaint was lodged by the complainant against both DW1 and the accused at the Samayapuram Police Station. According to DW1, under the instigation of the police, the disputed cheque was issued to the complainant, and the present complaint was lodged by misusing that cheque.

23. DW1 was cross-examined by the complainant’s side. During cross-examination, DW1 admitted that he had knowledge of the present case for about a year prior and that the accused is both a friend and a senior to him. He also admitted that no complaint or case had been filed in connection with the disputed cheque until the present one.

24. Furthermore, during cross-examination, DW1 admitted that the cheque was given to the complainant in connection with a debt owed by the accused. However, he later contradicted himself by stating that the cheque had been issued in relation to an amount given for investment in the finance company. DW1 also deposed that the said finance company had closed down before the COVID-19 pandemic. The relevant portion of the deposition is as follows: " **மேற்படி ஆயுசு நூறு செய்த மோசடி செய்கைகள் எல்லாம் கொரோனா காலத்திற்கு முன்பு நடைபெற்றது என்றால் ஆமாம். எதிரி எனது நண்பர் என்பதால் அவரை காப்பற்ற வேண்டும் என்ற நோக்கத்தில் உண்மையை மறைத்து சாட்சியம் அளிக்கிறேன் என்றால் சரியல்ல.** "

25. In the judgment of the Hon’ble Supreme Court in ***M/s. Kalaimani Tex and Another v. P. Balasubramanian*, 2021 (5) SCC 283**, it was held:

"The statute mandates that once the signature of an accused on the cheque is established, the reverse onus clause becomes operative."

In the present case, the Complainant has proved that the signature on Ex.P1 is that of the Accused. Thus, he has discharged the initial burden of proof, and the presumption under Sections 139 read with 118 of the Negotiable Instruments Act, 1881, stands in his favour. Consequently, the burden shifts to the Accused under the reverse onus clause. It is a well-settled principle that to rebut the presumption under Section 139, the Accused must establish a probable defence. If the Accused is able to raise sufficient doubt regarding the existence of a legally enforceable debt or liability, the prosecution may fail.

26. In the decision reported in ***V. Karthikeyan v. T. Manoharan*, 2017 (2) MWN (Cr) DCC 157 (Mad),** the Hon'ble Madras High Court held that mere surmises and conjectures suggested to a witness during cross-examination are insufficient to rebut the legal presumption attached to a cheque under Sections 139 and 118 of the Negotiable Instruments Act. Once the issuance of the cheque and the maintenance of the account by the Accused are established, it is incumbent upon the Accused to rebut the presumption either through direct or circumstantial evidence.

27. In ***K.N. Beena v. Muniyappan & Another*, (2001) 8 SCC 458**, the Hon'ble Supreme Court observed:

"In this case, admittedly the accused has led no evidence except some formal evidence. The High Court appears to have proceeded on the basis that the denial of averments in his reply dated 21.5.1993 was sufficient to shift the burden of proof onto the complainant to prove that the cheque was issued for a debt or liability. This is an entirely erroneous approach. The accused had to prove in the trial, by leading cogent evidence, that there was no debt or liability. The accused not having led any evidence could not be said to have discharged the burden of proving that the cheque was not issued for a debt or liability."

28. This legal proposition is squarely applicable to the present case. The Accused has not rebutted the presumption under Sections 139 and 118 of the Negotiable Instruments

Act merely by pleading not guilty. Furthermore, she has neither examined Mr. Ravichandran as a witness nor produced any document to support her defence.

29. In the present case, PW1 has clearly established that the disputed cheque was received from the accused in the year 2022. The defence taken by the accused is that the complainant had invested money in a finance company, and following the closure of that company, the accused voluntarily issued the cheque to the complainant. However, from the evidence and depositions of both parties, it is evident that the said finance company had ceased operations as early as 2020, whereas the amount in question was given to the accused only on 21.03.2022. This material fact has neither been disputed nor effectively rebutted by the accused. Furthermore, the accused has failed to produce any oral or documentary evidence to substantiate his defence. It is a well-settled principle of law that unless the accused rebuts the presumption under Section 139 of the Negotiable Instruments Act with cogent and credible evidence, he cannot merely discredit the complainant by questioning his financial capacity. It is also pertinent to note that the accused has not explained the circumstances under which the cheque came into the possession of the complainant, nor has he discharged the burden of proof as required under law. Accordingly, the defence put forth by the accused remains unsubstantiated and cannot be relied upon. However, the Accused has failed to prove or even probabilize her defence. The defence appears to be unsupported by any legal basis, and the Accused has not rebutted the presumption in favour of the Complainant. Therefore, the reverse burden does not shift back to the Complainant.

30. Unless the Accused establishes her defence through reliable and admissible evidence, mere suggestions during cross-examination of PW1 cannot be considered sufficient. If the Accused genuinely believed that the cheque was issued to complainant only at the instigation of police, he ought to have produced oral or documentary evidence to that effect. A prudent person would have taken legal action against complainant for failing to return the cheque, especially after receiving the legal notice or summons from the Court. The Accused has not explained why he failed to retrieve the cheque, initiate proceedings against the Complainant, or issue stop payment instructions to the bank. These omissions

cast serious doubt on the credibility of her defence. The absence of any proactive steps by the Accused, even after receiving summons, renders her defence implausible. Hence, this Court is of the considered opinion that the Accused has not established her defence, even by the standard of preponderance of probabilities.

31. Accordingly, this Court concludes that Ex.P1, the cheque in question, was issued by the Accused towards discharge of a legally enforceable debt. Upon presentation, the cheque was returned with the endorsement "Insufficient Balance" (Ex.P2). A statutory notice (Ex.P3) was issued, and the Accused failed to repay the amount. Thus, the ingredients of Section 138 of the Negotiable Instruments Act have been satisfied. The presumption under Sections 118 and 139 stands in favour of the Complainant. The defence raised by the Accused has not been proved by probable evidence, and mere suggestions during cross-examination do not suffice to rebut the presumption.

32. Having considered the entire oral and documentary evidence, and the submissions of both counsels, this Court finds that the Complainant has successfully proved his case. It is concluded that the Accused is guilty of the offence under Section 138 of the Negotiable Instruments Act. All statutory ingredients have been co-extensively proved by the Complainant beyond reasonable doubt.

33. In conclusion, this Court holds that the Complainant has proved and substantiated the allegations against the Accused beyond all reasonable doubt, and the Accused has failed to rebut the presumption drawn in favour of the Complainant. Therefore, for the reasons stated above, this Court finds the Accused guilty of the offence under Sections 138 read with 142 of the Negotiable Instruments Act, 1881. Accordingly, Points 1 to 3 are answered in favour of the Complainant.

34.RESULT:

In result, the accused is found guilty for the offence under section 138 N.I. Act, and the accused is convicted as per sec 255(2) of Cr.P.C and sentenced to undergo simple imprisonment for one year and the accused shall pay a compensation of Rs.4,00,000/-

(CHEQUE AMOUNT) with an interest at the rate of 9% per annum from the date of dishonour as the dictum laid down in **R.Vijayan vs Baby & Anr 2012-1-SCC-260**, to the complainant under section 357(3) of Cr.P.C within two months and in default of payment of the compensation, the accused shall undergo a further period of 2 months (Two Months) simple imprisonment as default sentence. The custody period if any already undergone by the accused shall be set off under Section 428 of Cr.P.C.

This judgment was typed by me in my laptop and pronounced by me in the Open Court on this 29th day of July, 2025

Sd/- S.Mohamed Suahil
Judicial Magistrate No.III,
Tiruchirappalli

COMPLAINANT SIDE WITNESS :

i) PW1 (R.Prakash Cristopher-Complainant)

COMPLAINANT SIDE EXHIBITS :

i) Ex.P1 - Original Cheque bearing No.883536 dated 22.06.2022 drawn at INDIAN OVERSEAS BANK, Purathakudi Branch for a sum of Rs. 4,00,000 (Rupees Four Lakhs only) executed by accused in favour of the Complainant.

ii) Ex.P2 -Banker's Return Memo dated 22.06.2022 with the endorsement "FUNDS INSUFFICIENT".

iii) Ex.P3 - Statutory demand notice dated 11.07.2022 sent to accused.

iv) Ex.P4 - Acknowledgment Card dated 13.07.2022 for Notice sent to accused.

ACCUSED SIDE WITNESS

DW1- Ramesh

ACCUSED SIDE EXHIBITS -Nil

Sd/- S.Mohamed Suhail
Judicial Magistrate No.III,
Tiruchirappalli