IN THE COURT OF JUDICIAL MAGISTRATE, FAST TRACK COURT,

(MAGISTERIAL LEVEL)- AMBATTUR, TIRUVALLUR– 53.

PRESENT- Tmt.K.MAHASAKTHI,B.B.A.,L.LB(Hons).,

JUDICIAL MAGISTRATE, FAST TRACK COURT, AMBATTUR.

Dated: 13th May 2026

S.T.C.No.164/2023

CNR.NO.TNTR-3500-3502-2022

PARTICULARS UNDER RULE 106 OF CRIMINAL RULES OF PRACTICE, 2019:-

1.	Serial Number	S.T.C.No.164/2023
2.	Name of Complainant and Offence	P.Munivel U/s.138 NI Act
3.	Accused Name	D.Baskaran
4.	Father / Husband Name	-
5.	Occupation	-
6.	Residence	No.2/270, Bharathiyar street, Palavedu, Chennai-600055.
7.	Age	-
8.	Date of Occurence	-
9.	Date of Complaint	15.09.2022
10.	Apprehension	-
11.	Release on bail	-
12.	Date of Commitment	-
13.	Commencement of Trial	21.11.2025
14.	Close of Trial	16.04.2026
15.	Sentence or Order	13.05.2026
16.	Service of copy of judgment or finding on accused	ACQUITTED
17.	Explanation of delay	No Delay

P.Munivel ---------------Complainant

Vs.

D.Baskaran ----------------Accused

JUDGMENT UNDER SECTION 255 Cr.P.C

A	Serial Number of the Case	S.T.C.No.164/2023
B	Date of Offence	11.08.2022(Date of expiry of 15 days time after legal notice)
C	Name of the Complainant & Address	P.Munivel, No.49, Rajiv Nagar Extension, Iyyan tiruvallur nagar, IAF, Muthapudhupettai, Avadi, Chennai-600054.
D	Name of Accused	D.Baskaran
E	Offence Complained of	Dishonor of Cheque- culpable u/s.138 of the Negotiable Instruments Act.
F	Plea of the Accused and his Examination in Brief	Pleaded not Guilty.
G	Final Order	ACQUITTED
H	Judgment Reserved on	21.04.2026
I	Judgment Pronounced on	13.05.2026

PART-B – A brief statement of reasons for the decision

This case having been taken on file by this court and coming up for final hearing before me today and in the presence of Mr.R.Boopathi, Advocate for the complainant and the accused being defended by Advocate, Mr.J.Dhanasekar and the case having stood over for consideration till this day and upon the arguments advanced by the accused side and the complainant had failed to argue the case in spite of sufficient time and upon considering the materials on record on merits this court delivered the following

JUDGMENT

1. This Judgment shall decide upon the complaint filed by P.Munivel (hereinafter referred to as the **'Complainant'**) under Section 138, Negotiable Instruments Act, (hereinafter referred to as the **'the NI Act'**) against D.Baskaran (hereinafter referred to as the **'Accused'**).

2. The case of the Complainant, in brief, the complainant had stated that the accused well acquittance with the complainant for past six year. In the first week of December 2019, the accused approached the complainant to lend him loan for a sum of Rs.2,00,000/- and promised to repay the loan amount within six month. On such assurance the complainant lent a sum of Rs.2,00,000/- to the accused on 22.12.2019. The complainant was repeatedly demanding the accused to repay the loan amount, finally on 26.09.2021 the accused had issued a cheque in cheque no.572531 dated 27.09.2021 for a sum of Rs.2,00,000/- drawn on Punjab National Bank, Mahalingapuram branch. The said cheque was presented for the collection by the complainant through his banker namely HDFC Bank, Pattabiram branch and the same was dishonoured with an endorsement 'Account dormant' with return memo on 29.09.2021. Then the complainant sent a legal notice dated 25.10.2021 to the accused

demanding the repayment of the dishonoured cheque amount. The accused met the complainant and requested not to file complaint before court, requested some time to repay the loan amount. On 05.07.2022, the accused had issued a cheque in cheque no.572532 dated 05.07.2022 for a sum of Rs.2,00,000/- drawn on Punjab National Bank (hereinafter referred as "Cheque in dispute"). Under the instruction of the accused the complainant presented the said cheque in his banker and again it was dishonored with endorsement as "Account Blocked" with return memo dated 07.07.2022. Then the complainant sent a legal notice dated 26.07.2021 to the accused demanding the repayment of the dishonoured cheque amount. The said notice was returned with endorsement as Refused by the accused. Even after the said legal notice the accused had not repaid the cheque amount within the statutory period of the 15 days. Hence, the present complaint was filed under sec.138 of N.I.Act.

3. After recording the sworn statement of the complainant and also upon on the perusal of the documents, having found the *prima facie* case against the accused and this court have taken cognizance of the offence and issued summons to the accused. The accused appeared on summons and the copy of the complaint was served on him and on questioning they pleaded not guilty and claimed for trial.

4. The complainant had examined himself as PW1 and he has filed his proof affidavit *in lieu* of chief examination and through him documents-Exhibits P-1 to P-5 were marked, his testimony in the chief examination was replica of the complaint.

With the above evidence the complainant side evidence was closed. Thereafter, statement of accused u/s.313 C.r.P.C. was recorded after disclosing the incriminating circumstances and evidence against the accused, to which the accused had denied the evidence as false. On the accused side no witness to be examined, then this court had closed the defence side evidence and had proceeded with the case.

5. Now the point for determination before this court is whether the complainant had established a case against the accused under section 138 of the N.I.Act beyond any doubts, so as to punish the accused for the same?

6. This court have carefully perused the records and the materials available in the case bundle. For properly appreciating the facts of the case and the legal aspects to be determined, a reference is necessary to the relevant statutory provisions. The following are the essential ingredients for constituting the offence u/s.138 N.I. Act:

- Person must have drawn a cheque on an account maintained bank for payment of certain amount of money to another person from out of that account.
- The cheque should have been issued for discharge, in whole or in part, of any debt or other liability;
- That cheque has been presented to the bank within a period of Three months from the date of which it is drawn or within the period of its

validity whichever is earlier;

- That cheque is 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 that it exceeds the amount arranged to be paid from that account by an agreement made with the bank;
- 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 from the bank regarding the return of the cheque as unpaid;
- The drawer of such cheque fails 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.

It is only when all the above-mentioned ingredients are satisfied that the person who had drawn the cheque can be deemed to have committed an offence under Section 138 of the Act. In the present case, the Complainant has proved the above-mentioned ingredients.

7. After Considered the rival submissions and perused the case records carefully. It is seen from the complainant allegations that the accused issued a cheque for a sum of Rs.2,00,000/- in the cheque bearing No.572531 dated 27.09.2021 drawn on the Punjab National Bank on 26.09.2021, when the complainant presented the said

cheque for collection it was dishonoured for the reason that “Account dormant” with return memo dated 29.09.2021. Thereafter, the accused requested some time to repay the loan amount and also requested not to file any legal case against him. Then on 05.07.2022, the accused has issued another cheque in cheque no.572532 drawn on the same bank in same bank account of accused for a sum of Rs.2,00,000/-, when the complainant presented the said cheque for collection in his banker it was once again dishonored for the reason that “Account blocked” with return memo dated 07.07.2022. From the evidence of PW1 it is clear that the complainant had presented the earlier cheque dated 27.09.2021 drawn on Punjab National Bank for collection and that was dishonoured for the reason “Account closed”. In such circumstances, the PW1 has not taken any legal steps against the accused for eight months after the dishonor of the first cheque dated 27.09.2021. It is inconceivable that the accused has given another cheque in dispute Ex.P-1 on 05.07.2022, that is ten months from the date of issuance of first cheque. Moreover, the PW1 has deposed that he has sent a legal notice dated 25.10.2021 after the dishonor of earlier cheque. But the complainant has failed to mark the earlier legal notice sent to the accused dated 25.10.2021. There was no evidence produced by the complainant to prove that the accused has issued the cheque in dispute Ex.P-1 on 05.07.2022. From the evidence of PW1 it was proved that the accused has presented the Ex.P-1 cheque in dispute with knowledge that the accused bank account was “Account dormant”. In such circumstances, by having knowledge that the second presenting of Ex.P-1 in the same bank account cheque will get dishonoured where the first presented cheque was returned for reason "Account dormant", whether it is legally permissible is the moot question? The second question is whether the second cheque was presented only to save the limitation?

8. It is necessary to cite the judgement of **Hon'ble Madras High Court** in **Crl.O.P.No. 17295 of 2016 dated on 23.02.2022 inD.V. Vanitha .Vs. S.L. Vezhavendhan,** stated as

Para15. The proposition that a cheque may be presented again, after its dishonour. It is no doubt, a cheque may be presented second time, validity of second presentation depends on facts and circumstances of the case. When the cheque was returned for reason "Account closed" the 2013 10 SCC 568 (MSR Leathers V.S. Palaniappan & anr) do not deal with this situation where the cheque presented again, when the earlier presentation was dishonoured on the ground 'Account closed'.

It is also necessary to quote the judgement in *2010(4) Crime HC 143 that the court has not accepted the general statement made in Nanjundappa (deceased) by his L.R V.H. Hanumantharayappa that the cheque is dishonoured for the reason 'Account closed' and 'Signature differs' the limitation starts running from the date of initial presentation.* With this two observations in the present case also the limitation starts running from the date of dishonour of the first cheque dated 26.09.2021.

9. In the present case, the complainant is worked in Airforce for a monthly slary of Rs.75,000/- and retired. He had lent money to few people for a turn of

Rs.5,50,000/-, Rs.9.50.000 and a sum of Rs.2,00,000/- to the accused. Further the PW1 has deposed that he has taken personal loan from HDFC, ICICI Bank and lent the loan amount to others. No prudent man will lend money without interest after getting the source of loan amount from the bank via personal loan. The complainant failed to state that whether the accused is intimated before presenting the cheques for collection. All the necessary proof of the complainant case are concealed by the complainant and his evidence is vague in order to save the limitation. Whether it was informed to the accused about the dishonor of the first cheque and whether the accused asked the PW1 to present the second cheque Ex.P-1 is not mentioned in the legal notice Ex.P-3, complaint and the proof affidavit filed by the PW1. It is apparent to this court that the complainant had presented the second cheque Ex.P1 only to bring the case within a period of limitation. There is no logic or reason for representing the same bank account cheque again, when the same account cheque already returned for reason ‘Account dormant’. Once account is dormant, the No customer has intiated any activites (deposits or withdrawals) for an extended period, usually 12 to 24 months. Bank classify these as “Dormant” or “Inoperative” to prevent fraud and protect funds if the owner forgets the account. It is quite obvious that the complainant having failed to issue a statutory notice within stipulated period after the first cheque was returned to initiate legal proceedings. Thies cheque Ex.P1 was presented only to save the limitation.

10. From the foregoing discussions, this court is of the considered opinion that the complainant had miserably failed to make out the substance of accusation levelled against the accused D.Baskaran and in the result, the accused is found not guilty under section 255(1) Cr.P.C or Under section 278(1) of BNSS for the offence under section 138 Negotiable Instruments Act and he was acquitted from the case.

Typed directly by me in my laptop, corrected and pronounced by me in the open court this the 13th of May 2026.

MAHASAKTHI K

Digitally signed by MAHASAKTHI K

Annexure :

Complainant side witness

PW1 – Mr.P.Munivel

Complainant side Documents

Exhibits
Ex.P-1- Original cheque
Ex-P-2- Return Memo
Ex.P-3- Legal Notice
Ex.P-4- Return Cover
Ex.P-5- Tracking consignment

Accused Side Witness and documents:

-Nil-

Note:

1. The result of the case was informed to the complainant

MAHASAKTHI K

Digitally signed by MAHASAKTHI K