

KABC030032342025



**IN THE COURT OF [THE XV](#) ADDL. CHIEF JUDICIAL
MAGISTRATE, AT BANGALORE**

Dated this the 04th day of July, 2026

PRESENT: Smt. Namrata Rao .K.S
B.A.L, L.L.B., M.B.L.,
XV ACJM,
BENGALURU.

C.C.No.1820/2025

Complainant :	Sri. Rangappa Madhusudhan Aged about 46 years, S/o Late Rangappa. N R/at 271, 9 th Main road, 3 rd cross, Mathikere Extension, Bengaluru-560 054. (By Sri. Lokesh. R Advocate)
V/s	

Accused :	Smt. Ashika. K W/o Sri. K.R Ashwin R/at “Hombale Nilaya”, Near Mullakatamma Temple, Kakolu, Hesaraghatta Hobli, Bengaluru-560 089. And also having business at Anjanadri Milk Parlour, (Presently Nandini Milk Parlour), Opp Navatha Transport, Thirumalanagar, Attur II Stage, Attur Post, Yelahanka, Bengaluru-560 064. (By Sri. Hemanth Kumar Advocate
Cognizance taken on	20.01.2025
Plea recorded on	18.09.2025
Offence alleged	U/s 138 NI Act
Evidence commenced on	10.09.2024
Evidence closed on	17.12.2025
Judgment pronounced on	04 th Day of July 2026
Final order	Convicted

XV ACJM, Bengaluru.

J U D G M E N T

This complaint is filed alleging the offence punishable under Sec.138 of the Negotiable Instruments Act .

2. The germane facts necessary to adjudicate this case are as follows:

The complainant is engaged in the business of architecture apart from providing the modular interior works. The accused had constructed a new house building situated Bengaluru. Hence they approached the complainant for the interior designing of their new house and also requested to furnish the interiors. Initially, the complainant raised a quotation of ₹7,69,550/- and on negotiation an amount of ₹ 7,00,000/- was finalised. While the work was in progress the

accused paid an amount of ₹ 4,00,000/- and agreed to pay the balance amount of ₹3,00,000/- after the completion of the entire work. Accordingly, after the completion of the interior works, the accused in discharge of this legally recoverable debt issued the cheques bearing numbers:

(1)100012 dated 20.03.2024 for a sum of Rs.1,50,000/- and

(2)100013 dated 30.03.2024 for a sum of Rs.1,50,000/- drawn on CSB Bank, Vidyaranyapura Branch, Bengaluru.

3. Upon presentation of the cheques for encashment, the cheques were dishonoured for the reason “**Funds Insufficient**” on 15.06.2024. A legal notice dt.01.07.2024 was issued to the accused and it came to be served upon the

accused. Despite the service, the accused did not repay the amount within the statutory period. Hence, this complaint.

4. On taking the cognizance for the offence and pursuant to the appearance of the accused, he pleaded not guilty, claimed defense.

5. The complainant has examined himself as PW.1 and Ex.P1 to Ex.P9 are marked in substantiation of his case. During the statement under section 351 of BNSS, the accused has denied all the incriminating evidence against him. The accused neither examined nor got marked any documents in substantiation of his case.

6. I have given a careful consideration to the arguments advanced by the counsel for both sides. I have carefully perused the records.

7. In view of the materials placed on record, The following points arise for my consideration:

1. *Is there a legally recoverable debt?*
2. *Whether the complainant proves that the accused has committed the offence punishable under section 138 of N.I.Act?*
3. *What Order?*

8. My findings for the above points are:

Point No.1 : In the Affirmative

Point No.2: In the Affirmative

**Point No.3: As per the final
order for the
following**

REASONS

9. **POINT No.1:** It is the testimony of

PW1 that he is engaged in the business of architecture and also providing modular kitchen items, wardrobe items, interior decoration items. It is the further testimony of PW1 that the accused and her husband had constructed a residential building by name 'Hombale Nilaya' near kallukattamma temple, kakolu, Hesaraghatta Hobli, Bengaluru. It is the further testimony of PW1 that the accused and her husband approached the complainant for providing the interior articles including TV unit, bottom storage cabinet, wardrobe, kitchen bottom storage cabinet, Pooja unit, cots, vanity counters, and other kitchen accessories.

10. It is the further testimony of PW1 that the complainant raised a quotation of ₹7,69,550/- and on negotiation the amount was

finalized at ₹ 7,00,000/-. While the work was in progress the accused paid an amount of ₹ 4,00,000/- and agreed to pay the balance amount of ₹ 3,00,000/- after the completion of the entire work. Accordingly, after the completion of the interior works, in discharge of the remaining amount i.e. the legally recoverable debt , the accused issued the cheques marked at Ex.P1 and P2.

11. I find it pertinent to mention here itself that the accused has not cross examined PW1. Therefore the defence that would have been probably raised by the accused has to be deduced from the statement under Section 351 of BNSS as well as the substance of accusation read over to her. During the statement under Section 351 of the BNSS, the accused denies each and every

allegations and states that she doesn't know how the cheques in question came into the hands of the complainant. Despite giving umpteen opportunities to the accused failed to cross examine PW1 and put forth her case. The testimony of PW1 stands unchallenged. Therefore, I am inclined to arrive at the conclusion that the testimony of PW1 is uncontroverted and accepted by the accused.

12. Further, I find it pertinent to note that even during the statement under Section 351 of BNSS, the accused was unable to explain as to how the cheques marked at Ex P1 and Ex P2 came into the hands of the complainant. In the common parlance, a financially literate person would not treat the cheque carelessly. It is highly improbable that an account holder would remain

completely unaware as to how his cheque went missing or landed with a third party. A common prudent man would be vigilant enough to safeguard and secure a document like cheque which is susceptible for misuse. Atleast the account holder will be aware as to whom he/she had issued the cheques to. Except stating that she is unaware as to how the complainant came in possession of her cheques, I do not find any materials like police complaint , legal notices or any other legal actions to have been taken by the accused atleast after coming to know about the alleged misuse of cheques. In the absence of any evidence even to the contrary, I am inclined to arrive at the conclusion that the complainant has proved the existence of legally recoverable debt.

13. While recording the statement under Section 351 of the BNSS, inadvertently it is mentioned both in the statement and also in the order sheet that the statement is recorded under Section 313 Statement of CrPC. The intention behind the recording of the statement of the accused is to given an opportunity to the accused to explain the incriminating evidence and all the incriminating evidence against the accused is explained to the accused and she has answered it. Thus the intention behind the providsion is fulfilled with.

14. Though umpteen opportunities were accorded to the accused to cross examine PW1 and to put forth his defence and to prove his innocence, no efforts have been made in this regard. I do not find any hindrance in arriving at

the conclusion that the Ex.P1 & 2 were issued in discharge of the legally recoverable debt. The testimony of PW1 stands unchallenged. I do not find any reasons to disbelieve the case of the complainant.

15. Point No.2: The Cheques are dated 20.03.2024 and 30.03.2024 and Ex.P3 & 4 shows that Ex.P1 & 2 were dishonoured for **Funds Insufficient**. A legal notice was issued within the statutory period on 01.07.2024. The complaint is presented on 07.08.2024. The complaint is in time and the complainant has complied with all the requirements of the section 138 of the Negotiable Instruments Act.

16. On the basis of the entire materials on

record, I am of the opinion that the accused has committed an offence under section 138 of the Negotiable Instruments Act. Accordingly, I answer the POINT NO.2 In The **AFFIRMATIVE**.

17. Point No.3: For the foregoing reasons and in view of the above findings, I pass the following:

ORDER

The accused is found guilty.

In Exercise of the Powers vested under section 278(2) of BNSS., the accused is convicted for the offence punishable under section 138 of N.I.Act.

The accused is sentenced to pay fine amount of Rs.3,10,000/-
(Three Lakhs Ten Thousand Only)

In default of payment of fine, the accused shall undergo SI for three months.

In Exercise of the powers vested under Sec.395(1)(b) of BNSS, out of the fine amount, the complainant is entitled for Rs.3,05,000/- (Three Lakhs Five Thousand Only) towards compensation.

In Exercise of the powers vested under Sec.395(1) (a) of BNSS, the remaining fine amount of [Rs.5,000/-](#) (Rupees Five Thousand only) is to be remitted to the state.

The personal bond executed by the accused shall stand cancelled and the cash security deposited by the accused shall be

refunded to the accused after the appeal period is over.

A copy of the above judgment shall be supplied to the accused free of cost.

(Dictated to the Stenographer, transcribed and typed by her, corrected and signed and then pronounced by me in the open court on this [the 04th day of July, 2026](#)).

(SMT. NAMRATA RAO K.S)
XV ACJM, Bengaluru.

A N N E X U R E

LIST OF WITNESSES EXAMINED FOR THE COMPLAINANT:

PW.1 : Sri. Rangappa Madhusudan

LIST OF DOCUMENTS MARKED FOR THE COMPLAINANT:

Ex.P1 & 2 : 2 Cheques
Ex.P1(a) : Signatures
& 2(a)
Ex.P3 & 4 : Bank endorsements

Ex.P5 : Office copy of Legal Notice
Ex.P6 & 7 : Postal receipts
Ex.P8 & 9 : Returned Postal envelopes
Ex.P8(a)9(a) : Legal notices found in the
returned envelopes

**LIST OF WITNESSES EXAMINED FOR THE
ACCUSED:-**

NIL

**LIST OF DOCUMENTS MARKED FOR THE
ACCUSED:**

NIL

(SMT. NAMRATA RAO K.S)
XV ACJM, Bengaluru.

