KABC0C0141972025

IN THE COURT OF XXXIII ADDL. CHIEF JUDICIAL MAGISTRATE, MAYO HALL UNIT, BENGALURU

-: PRESENT:-

Sri P.S. Santhosh Kumar, M.Com., LL.M.,
XXXIII ADDL.CHIEF JUDICIAL MAGISTRATE,
BENGALURU.

DATED THIS THE 2ND DAY OF MAY 2026

C.C.NO.57069/2025

COMPLAINANT	:	**SRI. RAVINDRA S.** S/o. C.M. Swamy, Aged about 50 years, Residing at No.678, 17th D Cross, Indiranagara, 2nd stage, Bengaluru-560038. **[By Sri. S.K. Venkatachalapathi, Advocate]**
		Vs.
ACCUSED	:	**MR. RAJU THAMOS,** S/o. Late. V.C. Thomas, Proprietor, M/s. Coconut Grove Spencer building, Church street, Opposite Amoeba, Brigade road, Bangalore-560001. And also R/at. No.5-B, 5th floor, Deauville Apartment,

Church street,
Bangalore-560001.

[By Sri. K.S. Rajesh Gowda, Advocate]

JUDGMENT

The complainant has filed this private complaint U/s.200 of Cr.P.C., against the accused for the offence punishable U/s 138 of the Negotiable Instruments Act.

2. The factual matrix of the case are as follows:-

The accused was a close friend to the complainant and for the purpose of developing accused's business, the accused requested the complainant to accommodate a loan of Rs.5,00,000/- in the first week of July 2017. Considering the accused's request, the complainant paid Rs.4,00,000/- through RTGS on 24.07.2017 and also paid Rs.1,00,000/- through cash and the also accused agreed to pay interest @ 1% per month. Accordingly, the accused paid the interest of Rs.4,000/- per month till December 2020 and thereafter, due to Covid 2019 pandemic, the accused completely stopped the payment of interest and the complainant demanded to pay the loan amount as well as the interest amount in the month of April 2022. The complainant, after considering that the accused was in trouble of hotel business, he waived in asking the interest during the covid period. The accused assured the complainant to pay the loan amount within one year. After the Covid 2019, the complainant demanded the accused to return the loan amount, but accused postponed to pay the same. In the month of December 2022, the accused requested the complainant to accommodate further loan amount of Rs.1,00,000/- for the development of his business as the hotel is running under loss. Considering the accused's request, complainant had paid to the accused Rs.1,00,000/- by way of cash in the last week of July 2023. At that time, the accused assured the complainant to pay the interest as agreed and even then accused has not paid interest for five months. During the month of

December 2023, further accused had requested the complainant to pay an additional loan amount of Rs.1,00,000/-. Considering the accused's request and situation, on mercy ground the complainant has paid Rs.1,00,000/- by way of cash and totally, accused had received an amount of Rs.7,00,000/- from complainant and accused agreed to pay the entire loan amount of Rs.7,00,000/- within one year and thereafter, the accused has paid Rs.7,000/- of interest till November 2024 and thereafter, the accused has failed neither to pay the interest nor the principal amount of Rs.7,00,000/- and on demand, in the month of February 2025, the accused had issued cheque bearing No.000660 dated 07.02.2025 drawn on Standard Chartered Bank, M.G. Road, Bengaluru, for Rs.7,00,000/- and accused requested the complainant to present the said cheque after 05.03.2025 and also accused had promised the complainant that the cheque would be honored on its presentation. The complainant presented the said cheque for encashment through his banker Bharath Co-operative Bank, Bangalore. But, the said cheque came to be dishonored for the reason **"Account Closed"** vide. bank endorsement dated 10.03.2025. Thereafter, the complainant got issued legal notice dated 26.03.2025 calling upon the accused to pay the said cheque amount. The said legal notice was duly served to the accused, but the accused did not chose to give any reply nor paid the legal debt amount to the complainant. Hence, the accused has committed the offence punishable U/s.138 of Negotiable Instruments Act.

3. Based on the complaint, sworn statement affidavit, documents, etc., the court took cognizance of an offence punishable under Sec.138 of the N.I. Act by following the guidelines of the Apex Court issued in Indian Bank Association's case and ordered to register a criminal case against the accused for the o/p/u/s.138 of N.I. Act.

4. In pursuance of summons, the accused appeared through his counsel and he was enlarged on court bail. Plea has been recorded, accused pleaded not guilty and claimed to be tried.

5. To prove his case, the complainant got examined himself as PW1 and relied upon Ex.P1 to P5. The accused has also been examined U/Sec.313 of Cr.P.C. However, during the course of trial, both the parties filed a joint memo on 24.03.2026 stating that they have mutually agreed to resolve the dispute under the present complaint pursuant to which accused admitting his liability towards the complainant has agreed to pay a total sum of Rs.6,50,000/- as full and final settlement amicably and as per the settlement, the accused had paid Rs.1,00,000/- to the complainant through demand draft dated 17.04.2026 and also agreed to pay the remaining balance amount of Rs.5,50,000/- in installments of Rs.1,00,000/- each payable in last week of every month and Rs.1,50,000/- payable in last week of September 2026 and prayed to pass the judgment in terms of the joint memo. The court explained the consequences of memo, even then the parties prayed to pass judgment on joint memo. Since parties have amicably settled the dispute for Rs.6,50,000/- same is lawful, as such, since these proceedings is summary in nature, and there is no legal impediment to pass judgment on the basis of joint memo of parties, hence, it is just and necessary to pass judgment as per the joint memo filed by the parties. Accordingly, I proceed to pass following:-

O R D E R

Acting under Section 255(2) of Cr.P.C., r/w Section 147 of N.I. Act, the accused is hereby convicted for the offence punishable U/S.138 of Negotiable Instruments Act.

(P.S. SANTHOSH KUMAR)
XXXIII ACJM, BENGALURU.

On considering the joint memo dated 17.04.2026 and on considering the facts and circumstances of the case, accused is hereby sentenced to pay fine of Rs.5,50,000/- (Rupees Five lakhs fifty thousand only). In default, the accused shall undergo simple imprisonment for a period of 6 months.

In view of Section-357 of Cr.P.C., entire fine amount of Rs.5,50,000/- shall be directly payable to the complainant as compensation as agreed in the joint memo.

The office is hereby directed to supply the copy of this Judgment to the accused on free of cost.

(Typed to my dictation by the Stenographer, directly over Computer, corrected, signed and then pronounced by me in the open court, on this the ***2nd day of May 2026)***

(P.S. SANTHOSH KUMAR)
XXXIII ACJM, BENGALURU.

A N N E X U R E

1.Witnesses examined on behalf of Complainant:

P.W.1 : Sri. Ravindra C.

2.Documents marked on behalf of complainant:

Ex.P.1	:	Original cheque
Ex.P.1(a)	:	Signature of the accused
Ex.P.2	:	Bank endorsement
Ex.P.3	:	Office copy of the legal notice
Ex.P.4	:	Postal receipt
Ex.P.5	:	Postal acknowledgment

3.Witnesses examined on behalf of accused:

NIL

4.Documents marked on behalf of Accused:

NIL

(P.S. SANTHOSH KUMAR)
XXXIII ACJM, BENGALURU.