KABC0C0462582025

IN THE COURT OF XXXIV ADDL. CHIEF JUDICIAL MAGISTRATE, MAYO HALL UNIT, BENGALURU (ACJM-34)

Dated this the 6th day of July, 2026

PRESENT: **Smt.UJWALA VEERANNA SIDDANNAVAR B.Sc.,LL.M.,**
XXXIV ADDL. CHIEF JUDICIAL MAGISTRATE,

C.C.No.75490 of 2025

Complainant:Mrs. Malarvizhi R
W/o. Sri D.S. Ramachandran,
Aged about 44 years,
R/at No.14/2, 3rd Cross,
Q Street, Thimmaiah Road,
Bharathinagar,
Bengaluru – 01.

(By M/s. K. Srinivasa & Co - Advocate)

V/s

Accused: Ms. Harani
D/o. Saravanan,
Aged about 27 years,
R/at No.30, 6th Cross, Mallappa Layout,
Near Maruthi Vidyalaya,
Babusapalaya,
Bengaluru – 560 043.

(By Mr.Bharath Kumar V - Advocate)

1. Date of commission of offence :21.08.2025
2. Date of report of offence :24.10.2025
3. Arrest of accused :Not applicable
4. The name of the complainant :Mrs. Malarvizhi R
5. The date of recording of evidence: 15.11.2025
6. The date of closing of evidence : 15.06.2026
7. Offence complained of : U/s 138 NI Act
8. Opinion of the Judge :Accused found guilty

J U D G E M E N T

This judgment arises out of the private complaint filed by the complainant under Section 223 of BNSS, complaining that the accused had committed an offence punishable under Section 138 of Negotiable Instruments Act 1881(herein after referred as N.I. Act).

2. It is a case of the complainant that, Complainant and accused are friends and well known to each other from last 10 years. Out of the said acquaintance, accused approached complainant in the first week of December 2024 requesting to lend a sum of ₹ 9,00,000/- in order to pay her loan and fulfill other commitments. Therefore, complainant agreed to lend the said amount. Accordingly, in the month of December 2024, complainant pledged her gold ornaments in the month of 25.06.2025, at S.Vishal Banker, Thimmaiah Road, Bangalore and paid a sum of ₹ 9,00,000/- by way of a cash. Accordingly, complainant paid the said amount to accused. At the time of receipt of the said amount, accused issued a post dated cheque number 000012 drawn on Kotak

Mahindra Bank, Kalyanagar, Bangalore dated 21.08.2025 for ₹ 9,00,000/- in favour of the complainant towards the debt and also the liability and also told the complainant to present the said cheque on the said date. Accordingly, on 21.08.2025 complainant presented the aforesaid cheque to her banker, Indian Bank, Cantonment Branch, Bangalore. But the said cheque returned dishonored for the reason "**payment stopped by drawer"**. Immediately complainant brought the said dishonour of the cheque to the knowledge of the accused. But she did not pay the said amount. Therefore, on 15.09.2025 complainant issued a legal notice to accused, which is received by accused. But she did not reply nor paid the said amount. Hence, it is alleged that accused committed the offence punishable under Section 138 N.I. Act.

3. After filing of complaint, cognizance for the offence punishable under Section 138 N.I.Act was taken and sworn statement of the complainant recorded. On perusal of the complaint and documents produced by the complainant, the criminal case registered against

accused as there were sufficient grounds to proceed against her.

4. The presence of accused secured by issuing summons and she was enlarged on bail. Subsequently, substance of accusation for the offence punishable under Section 138 of N.I. Act is read over and explained to her in the vernacular language and asked whether she plead guilty or claimed to be tried. Accused not pleaded guilty and claimed for the trial. Hence, the case was set down for the trial.

5. To bring home the guilt of the accused, complainant examined herself as PW-1. She filed affidavit in lieu of her examination in chief and produced 14 documents in support of her case which are marked as Ex.P1 to Ex.P14. Examination of accused recorded as contemplated under Section 313 of Cr.P.C. She denied all the incriminating evidence that appeared against her and choose to adduce defence evidence but not adduced any oral or documentary evidence on her behalf nor cross examined PW.1.

6. Heard arguments from learned counsel for the complainant. Accused counsel not canvassed arguments. Hence, his arguments taken as nil.

7. The points that arise for my consideration are:

<u>Point No.1:-</u> Whether complainant proves beyond reasonable doubt that accused issued cheque bearing **No.000012 dated 21.08.2025 for ₹9,00,000/- drawn on Kotak Mahindra Bank, Kalyanagar, Bangalore** to complainant in discharge of her legally recoverable debt/liability and the said cheque when presented through her banker Indian Bank, Contonment branch, Bengaluru for encashment on 21.8.2025 it returned for the reason of **"payment stopped by drawer"** and the banker issued an endorsement dated 22.08.2025 and further Accused has failed to pay the cheque amount to complainant in-spite of service of demand notice and thereby committed an offence punishable under Section 138 of N.I.Act?

<u>Point No.2:-</u> What order?

8. My answer to the above points are as under;

Point No.1 : In the **Affirmative**.

Point No.2 : As per final order for the following;

R E A S O N S

9. Point No.1:- It is the specific case of complainant that accused borrowed loan of Rs.9,00,000/- from complainant in order to repay the loan and also to fulfill the other commitments. In this regard she issued a post dated cheque in favour of complainant. On presenting the said cheque for encashment it returned with an endorsement **"payment stopped by drawer"**. It was brought to the notice of accused by complainant, but she failed to repay the said amount within stipulated time. Hence, it is alleged that, accused committed an offence punishable U/Sec.138 N.I.Act.

10. In order to discharge the initial burden and to prove her case, complainant examined herself as PW-1. She submitted her affidavit in lieu of her examination-in-chief

and reiterated the contents of her complaint in her affidavit. She further relied on 14 documents in support of her case. Ex.P1 is the cheque issued by accused in favour of complainant bearing No.000012 for Rs.9 lakh dtd.21.8.2025. Ex.P2 is an endorsement given by Indian Bank, Contonment branch, Bengaluru, for return of the said cheque for the reason **“payment stopped by drawer”**. Ex.P3 is the Legal notice issued by complainant dated 15.09.2025 in favour of accused for demanding the said loan amount, Ex.P4 & 5 are the postal receipts, Ex.P6 & 7 are the Postal tracks, Ex.P8 is the Reply given by the Accused, Ex.P9 to 14 are the Pawn Tickets.

11. The language of section 138 N.I. Act is very clear that the offence of dishonour of cheque is made out only if the cheque had been issued for the discharge of any debt or other liability. To establish the legal liability of accused, PW-1 relied on her oral evidence and documentary evidence. It is alleged that, accused borrowed Rs.9,00,000/- from complainant and she was

due for payment of the said amount. In discharge of the said amount she issued Ex.P1. On the other hand, though accused appeared through her counsel but, she has not adduced any oral or documentary evidence nor cross examined PW-1. Therefore, she has not denied the said alleged loan transaction nor allegations made against her.

12. Complainant by adducing her oral and documentary evidence has established that, accused issued Ex.P1 in her favour, which is dishonored for the reason **"payment stopped by drawer"** and the same is brought to the notice of accused, but she failed to repay the said loan amount. The said notice issued by the complainant is duly served upon accused, but she has not repaid the amount in spite of due service of the said notice to her. Hence, the initial burden cast upon complainant is proved by her through her oral and documentary evidence.

13. As per Sec.118 and 139 of the Act, rebuttable presumptions are available in favour of complainant to

the effect that once the issuance of the cheque and its dishonour is proved, the Court has to presume that the cheque has been drawn for the consideration and it is issued for the legally enforceable debt or liability. Presumption under Sec.139 of the Act is a presumption of law and not presumption of the fact. The onus to prove to rebut this presumption shifts on the accused. Such defence by the accused must be sufficient, cogent and should be proved by the accused.

14. In the present case in hand, accused failed to prove the same, thereby complainant established the ingredients to constitute the offence under Sec.138 of N.I.Act that there is a legally enforceable debt that the cheque is drawn from the accused bank account for discharge in whole of the liability which presupposes a legally enforceable debt and the cheque so issued is for discharge of antecedent liability and accused failed to rebut the same by adducing any evidence. Therefore, I find no reason or ground to discard or disbelieve the case of the complainant. Accordingly, I answer **point**

No.1 in “Affirmative”.

15. **Point No.2** **:-** For the foregoing reasons, I proceed to pass the following:

O R D E R

Acting U/S 278(2) of B.N.S.S., the accused is convicted for the offence punishable U/sec.138 of Negotiable Instrument Act and sentenced him to pay a fine of **Rs.9,05,000/- (Rupees Nine Lakh and Five Thousand only)** and in default to pay it, to undergo simple imprisonment for **Six months**.

Further, it is made clear that out of fine amount, **Rs.9,00,000/- (Rupees Nine Lakh only)** is to be paid to the complainant as compensation and **Rs.5,000/-** is ordered to be remitted to the State**.**

Bail bond stands cancelled.

Supply the free copy of this judgement to the Accused forthwith.

(Dictated to the Stenographer, transcription generated through the computer by her with my verification and then signed and pronounced by me in the Open Court dated this the 6th day of July, 2026)

(UJWALA VEERANNA SIDDANNAVAR)
XXXIV ACJM, BENGALURU.

A N N E X U R E S

List of witnesses examined for complainant:

PW1	:	Mrs. Malarvizhi R

List of documents marked for Complainant:

Ex.P1	:	Cheque bearing No.000012
Ex.P2	:	Bank endorsement
Ex.P3	:	Copy of legal Notice
Ex.P4 & 5	:	Postal receipts
Ex.P6 & 7	:	Postal tracks
Ex.P8	:	Reply
Ex.P9 to 14	:	Pawn tickets

List of witnesses examined for accused: NIL

List of documents marked for accused: NIL

(UJWALA VEERANNA SIDDANNAVAR)
XXXIV ACJM, BENGALURU.