KABC030610552019

IN THE COURT OF THE XIX ADDITIONAL CHIEF JUDICIAL MAGISTRATE AT BENGALURU CITY.

Dated this the 19th day of June, 2025.

PRESENT:SMT.RASHMI H.B., B.A.(LAW)LL.B.,LLM.,
XIX ADDL.C.J.M., BENGALURU CITY.

<u>C.C.No.19350 of 2019</u>

Complainant :- **C.Karthik Reddy,**
S/o.Chikkathayappa Reddy,
Aged about 35 Years,
O/at.No.13, 5th Cross,
Rupena Agrahara,
Bommanahalli Bengaluru.

(Rep. By Sri.S.S.M, Advocate)

-V/s-

Accused :- **1.M/s.J.V.Developers,**
A Partnership concern,
O/at No.8, 4th Main,
K.R.Garden, Murugeshpalya,
Bengaluru - 560017.

Represented by its Partner -
Surendranath Reddy.

2.Surendranath Reddy,
S/o.L.A.Shivashankar Reddy,
Partner of J.V.Developers,
R/at.No.8, 4th Main, K.R.Garden,
Murugeshpalya,
Bengaluru - 560017.

(**Rep**. **By Sri.R.G.S., Advocate**)

Date of complaint	:-	09-08-2019
Date of Commencement of evidence	:-	23-08-2019
Offence complained	:-	Section 138 of N.I.Act
Opinion of the Judge	:-	Accused No.1 & 2 are found guilty.

RASHMI H B Digitally signed by RASHMI H B Date: 2025.06.19 17:35:15 +0530

(SMT.RASHMI H.B.,)
XIX ADDL.C.J.M., Bengaluru City.

J U D G M E N T

This is a private complaint filed under section 200 of Cr.P.C., against the accused No.1 and 2 for the offence punishable under section 138 of the Negotiable Instruments Act. The accused No.2 is Partner of accused No.1 Partnership firm.

02.The brief facts of the complaint is as under:

The accused No.2 is Partner of accused No.1 Partnership firm. The accused No.2 and complainant are family friends. In order to meet financial necessities of accused No.1 and 2, accused No.2 has availed hand loan of Rs 30,00,000/- from complainant by executing a hand loan agreement on 10-03-

2018. Further he has executed On Demand Promissory note on the same day and he has issued the Cheque bearing no 101801 drawn on Axis Bank Ltd, Old Madras Road branch,Bengaluru for a sum of Rs 30,00,000/- as a collateral security. Further accused No.2 has agreed to repay the said amount within 6 months. On demand of repayment after 6 months, accused has issued two other cheques No.033771 dated 23-05-2019 for Rs 4,00,000/- drawn on Axis Bank Ltd, Old Madras Road branch,Bengaluru towards payment of interest on principal amount. As accused did not make any payment, complainant has presented the cheque bearing No 101801 through his banker on 29-04-2019 and it was dishonoured on 30-04-2019 and complainant has initiated prosecution in PCR No 8432/2019(C.C.No 19349/ 2019). Further complainant has presented the cheque no 033771 dated 23-05-2019 for Rs 4,00,000/- issued by accused, through his banker Canara bank, HSR Lay out branch for encashment and it was dishonoured for the reason **"Funds Insufficient**" as per the bank endorsement dated 27-05-2019. Thereafter, the complainant has got issued legal notice to the accused on 26-06-2019 through registered post calling upon accused No.1 and 2 to pay the cheque amount. The said notice were duly served on accused No.1 and 2. But, the accused No.1 and 2 have failed to make payment of cheque amount. Hence, complainant has filed this complaint on 09-08-2019.

03. After presentation of complaint, this Court took cognizance of offence and recorded the sworn statement of complainant. Thereafter, a criminal case is registered against accused No.1 and 2 and summons are issued to the accused No.1 and 2. The accused No.1 is a Partnership firm represented by its Partner accused No.2 appeared through his counsel and he is enlarged on bail. The copies of the complaint and other papers furnished to the accused No.2. Substance of accusation was read over to him. Accused No.2 has pleaded not guilty and claimed to be tried.

04. In order to prove the accusation made against the accused, the complainant examined one witness as

PW1 and relied on 17 documents as Ex P1 to Ex.P17. It is evident to note, during cross-examination of DW1, Ex P 8 to 17 are marked. Thereafter, statement of accused No.2 is recorded under section 313 of Cr.P.C. wherein the accused No.2 has denied the incriminating evidence found on record as false and he submitted he would lead defence evidence. The accused examined himself as DW1. The accused relied on 4 documents marked as as Ex.D1 to 4.

05. Heard the arguments of learned counsel for complainant and he has filed notes of arguments. The defence did not adduce arguments. Perused entire case record carefully.

06. On the basis of contentions raised in the complaint the points that arises for determination of this Court are as follows:

1. Whether the complainant proves that, the accused issued the cheque towards discharge of legally enforceable debt?
2. Whether the complainant proves the guilt of the accused for the offence

punishable under section 138 of Negotiable Instruments Act?

3.What order?

07. Now, this Court answers to above points are as follows:

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

Point No.2: In the **Affirmative**;

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

:: R E A S O N S ::

08. POINTS No.1 and 2: Since these points are inter-relating with each other, they are taken up together for common discussion to avoid the repetition of facts and findings.

09. This case is tried as summons case. As this matter is tried as summons case, this Court relies on the evidence recorded by learned predecessor in office. In that regard, this Court relies on decision of Hon'ble **Supreme Court of India** in the case of **Mehsana Nagarik Sahkari Bank Ltd., V/s Shreeji Cab Co. & Others** reported in **2014(13) SCC 619**. Wherein the Hon'ble Supreme Court had observed that denova hearing is necessary only when the evidence is recording in summary manner. Therefore, this Court has proceeded with the case on the basis of part evidence recorded previously.

10. Before proceeding with the discussion, in order to prove the guilt of offence under section 138 of N.I. Act, initial burden casts on the complainant to prove the following ingredients:

a) The cheque must have been drawn for discharge of existing debt or liability.

b) Cheque must be presented within validity period.

c) Cheque must be returned unpaid due to insufficient funds or it exceeds the amount arranged.

d) Fact of dishonour be informed to the drawer by notice within 30 days.

e) Drawer of cheque must fail to make payment within 15 days of receipt of the notice.

11. In order to prove the case, the complainant - Sri C.Karthik Reddy has examined himself as PW1. The PW1 has filed an affidavit in lieu of examination-in-chief reiterating entire complaint averments. In support of his oral evidence, he has produced Ex.P1 to 11 documents. The complainant got marked original cheque as Ex.P1, signature of accused as Ex.P1(a), bank memo as Ex.P2, demand notice as Ex.P3, two postal receipts as Ex.P4 and 5, two postal acknowledgments as Ex.P6 and 7.

12. Further, complainant relied on Ex P8 to 17 documents which are admitted by Dw1 during his cross -examination. The copy of complaint in CC No 19349/2019, application copy in OA No 570/2017, Objections filed in said proceedings, Complaint in CC No 50370/2019, loan agreement dated 25-08-2015, copy of sale deed dated 30-04-2018, two certified copies of Memorandum of Deposit of title deeds, Vakalath of accused, deposition of accused in CC No 50370/2019 are marked as Ex P 8 to 17 during cross -examination of Dw1 on his admission.

13. During cross-examination of PW1, accused took multiple defences. The PW1 has deposed he is having annual income of Rs 62-65 Lakhs from his construction business and he is income tax payee. Further he deposed his ignorance about the details of the other partner of accused No.1 firm. PW1 has explained through his uncle Narayana Reddy he got acquaintance with accused No.2 about 8 ½ years back as on the date of evidence. The accused confronted the copy of hand loan agreement dated 10-03-2018, Cheque marked in CC No 19349/2019, On Demand Promissory note and consideration receipts which are relied by complainant in CC No 19349/2019 to PW1. PW1 admitted those documents and those documents are marked as Ex D1 to Ex D4. Further he has admitted para 2 of Ex P1 left blank about the additional amount to be paid by accused in addition to payment of principal amount of Rs 30,00,000/-to PW1. PW1 has deposed on 10-03-2018 he has paid Rs 30,00,000/- to accused and on the same day accused issued the disputed cheque in signed blank form. Further PW1 has deposed he has written On Demand Promissory note and Consideration receipt. The defence suggested the signatures found in On Demand Promissory note and Consideration receipt are not belong to accused. The said suggestions answered as not true.

14. Further during cross examination of PW1, he has admitted accused No.1 is not party to the Ex D1 agreement and no reference is made about it. Further he has admitted on 10-03-2018 accused has issued three signed blank cheques and he has written the date, amount and his name in those cheques. Further he has deposed he did not calculate the amount arise out of interest. Further defence has suggested the demand notice did not served to accused and he did not sign the postal acknowledgments. PW1 has denied said suggestions as false.

15. During cross examination, defence has contended the accused has availed loan of Rs 30,00,000/- from Narayana Reddy and he has obtained three signed blank cheques as security and accused has repaid said loan to Narayana Reddy on 19-05-2019. The said suggestions answered as not true. Further Pw1 has admitted he has filed suit in OS no 6920/2021 before Hon'ble CCH-XXXII

Court, Bengaluru City for recovery of the amount against accused.

16. The evidence of PW1 and Ex.P.1 to Ex.P7 clearly show the complaint is filed within time and all the ingredients of section 138 of N.I.Act. The cheque is issued for legally recoverable debt and it is dishonored for Funds Insufficient. The said fact is brought to the notice of accused. Till date the accused did not comply the demand of the complainant for payment of amount mentioned in the cheques. Therefore, PW1 has discharged his burden to prove the ingredients of the offence punishable under section 138 of Negotiable Instruments Act.

17. Another aspect is to consider whether the Ex.P1 cheque and Ex.P1(a) signature belongs to the accused or not. The defense has admitted Ex.P1 cheque belong to accused and it bears his signature. These facts clearly shows that the cheque in dispute is belongs to accused and he has signed the said document. Therefore, presumption under section 118 and 139 of N.I. Act, lies in favour of the complainant.

18. As per provision of section 118 and 139 of N.I. Act, the court has to presume liability of the accused and to such amount mentioned in the cheque to discharge legally recoverable debt. The said aspect was denied by the accused. Once the execution of cheque is admitted section 139 of the Act mandates a presumption that the cheque was for the discharge of any debt or other liability. Thereafter, the onus of proving probable defense of the accused is on accused and standard of proof for rebutting presumption is preponderance of probabilities. To rebut presumption, it is open for the accused to rely on evidence or the accused can also rely on the materials submitted by the complainant in order to raise probable defense.

19. In that regard, the Hon'ble Supreme Court of India in its Judgment reported in **2019(5) SCC 418 in the case of Basalingappa V/s Mudibasappa** discussed the manner in which accused could rebut the presumption raised under section 118 and 139 of Negotiable instruments Act. The Hon'ble Supreme Court of India in the case of **Basalingappa Vs. Mudibasappa** reported in **2019 (5) SCC 418** laid down principles regarding how presumption under section 118 and 139 of N.I.Act can be rebutted.

20. To rebut the presumptions, accused entered into witness box as DW1. He has deposed he had never meet complainant and he did not avail loan from the complainant. He has deposed in the year 2018, he has availed loan from Narayana Reddy to purchase land at Doddaballapura and he has received said loan amount of Rs 30,00,000/- in cash from the Narayana Reddy. The said Narayana Reddy has obtained three signed blank cheques as security for the said amount in the month of January 2019. After obtaining loan from Anandrathi Global Finance Ltd, he has given Rs 15,00,000/- to complainant. Further he has availed loan of Rs 15,00,000/- from one Venkatesh and Naveen Reddy. After arranging said amount of Rs 30,00,000/-, he has repaid the said amount to Narayana

Reddy on 19-05-2019 and requested him to return three security cheques. The said Narayana Reddy has assured that he would return those cheques. But those cheques were misused by the complainant and Narayana Reddy. Further he has deposed he did not execute hand loan agreement, On Demand Promissory Note and Consideration receipt and he has denied his signature. Therefore he prays to acquit him.

21. During cross-examination, Dw1 has deposed he and his wife are the partners in accused no1 firm and his wife is aware of this case. Further he deposed the account of the partnership firm is maintained at Axis Bank, Benaganahalli branch. He has admitted that Ex P1 cheque belong to his account and it bears his signature. He has deposed he did not fill other writings of Ex P1 cheque. Further he did not verify the cheque through which Rs 30,00,000/- paid to him about the name of the account holder. Further he did not enquire about whether the signature found in said cheque belong to Narayana Reddy or complainant. Further he has admitted the fact that mobile number mentioned in postal document is belong to him and he did not lodge any complaint to postal authority regarding non service of notice to him. Further Dw1 has deposed he do not have any document to show Narayana Reddy has acknowledge the payment made by him on 19-05-2019.

22. Further he has deposed that he has availed loan of Rs 1,56,00,000/- from Anandarathi Global Finance ltd and said loan was obtained to clear the loan of Rs 1,20,00,000/- availed from Janatha Seva Co-operative bank. He has admitted the Ex P8 to 17 documents.

23. On going through evidence on record, the accused took specific defence that accused has handed over signed blank cheques as security for the loan of Rs 30,00,000/- availed from the Narayana Reddy and those cheques are misused by the complainant. In order to substantiate said defence, accused relied on his evidence. No admission elicited from mouth of PW1 to prove said defence. The

Narayana Reddy is not examined by accused to state he has lend Rs 30,00,000/- to accused and it is repaid in the month of May 2019. Further accused did not produce any document to show he has given disputed three cheques to Narayana Reddy, which are misused by the complainant. It is admitted fact that accused was in dire need of money in the undisputed point of time about availing loan of Rs 30,00,000/-. The admission of Dw1 to avail loan from finance to clear another granted by another finance goes to show financial condition to return Rs 30,00,000/- in cash is not probable to believe. Even other wise the documents and evidence produced by accused itself shows he has made crores rupees of loans and his wife has sold the property to get rid of the loan. When such being the case, accused returning cash amount of Rs 30,00,000/- to Narayana Reddy is found improbable to believe.

24. No receipts are taken by the accused for payment of Rs 30,00,000/- to Narayana Reddy in cash. The huge amount of Rs 30,00,000/- out of which Rs 15,00,000/- paid from loan availed from bank shows very less chance to return the said amount in cash, whereas accused availed loan of Rs 30,00,000/- in cheque. But, there is no document is produced to show he has paid Rs 30,00,000/- to Narayana Reddy. Further, there is no agreement in writing is produced to show the said amount is paid in cash. Therefore entire version of Dw1 appear to be after thought defence.

25. On the other hand Ex D1, 3 and 4 documents to shows the accused has availed loan of Rs 30,00,000/- from the complainant and as per Ex D1 he has voluntarily handed over the Ex D2 cheque to complainant towards said loan as security and sought time for 6 months. The Ex P D3 shows the accused acknowledged the payment and he has agreed to return the amount with interest at the rate of 18 % per annum.

26. It is only disputed fact that accused did not issued Ex P1 cheque towards liability mentioned in the complaint and accused has given said cheque along with other two signed blank cheques to Narayana Reddy. The said Narayana Reddy is relative of complainant. The accused has admitted the fact that he has voluntarily handed over the cheques in signed blank form. As per the version of defence itself in the month of May 2019, accused has repaid the amount in the presence of DW2 to the Narayana Reddy and he failed to return three security cheques. It is evident to note, accused did not give complaint before police regarding misuse of cheque against Narayana Reddy or complainant after Ex D2 cheque was presented and dishonoured on 30-40-2019 before this cheque is presented and accused being aware of two more cheque in the hands of complainant or Narayana Reddy did not give instruction to bank to stop payment as he is not owing to pay money under Ex P1 cheque. The knowledge of the dishonour of cheque obviously known to accused prior to alleged repayment as bank would send SMS about dishonour of cheques to accused. As accused did not produce any proof of payment of Rs 30,00,000/- and details of other three cheques alleged to have given as security, the entire version of accused found an after thought attempt to avoid payment under Ex P1 cheque.

27. The accused took defence that since accused only admitted his signature in the cheque and disputed the other writings. The accused has admitted the fact that he has voluntarily handed over the cheque as security for Rs 30,00,000/-. Therefore, entire burden casts on accused to prove the fact of non-existence of liability to pay under the said cheque. At this stage, it is evident to note in the Judgement of Hon'ble **Supreme Court of India** in the case of **Bir Singh Vs Mukesh Kumar** reported in **2019(4) SCC 197** observed as follows:

> *"36. If a signed blank cheque is voluntarily presented to a payee, towards some payment, the payee may fill up the amount and other particulars. This in itself would not invalidate the cheque. The onus would still be on the accused to prove that the cheque was not in discharge of a debt or liability by adducing evidence."*

28. In the said Judgment itself the Hon'ble **Supreme Court of India** further observed as follows:

> *"In the absence of any finding that the cheque in question was not signed by the respondent-accused or not voluntarily made over to the payee and in the absence of any evidence with regard to the circumstances in which a blank signed cheque had been given to the appellant-complainant, it may reasonably be presumed that the cheque was filled in by the appellant-complainant being the payee in the presence of the respondent-accused being the drawer, at his request and/or with his acquiescence. The subsequent filling in of an unfilled signed cheque is not an alteration. There was no change in the amount of the cheque, its date or the name of the payee. The High Court ought not to have acquitted the respondent-accused of the charge under Section 138 of the Negotiable Instruments Act."*

29. In this case Ex D1 agreement shows that accused himself voluntarily handed over the Ex D2 cheque to the complainant towards availing loan of Rs 30,00,000/-. As per the clause 6 of the Ex D1 agreement, if accused fails to repay the hand loan in time, complainant shall present the security cheque to his bank and realize the amount. It shows the accused having knowledge that though Ex D2 cheque is given in blank to complainant as security, he has voluntarily agreed to authorizing the complainant to fill up the date and other details of Ex D2 cheque in order to present the same before the bank. During cross examination of PW1, he has deposed that two other cheques in blank form is given to him towards the same transaction towards payment. The said amount is not repaid by accused as per the terms of Ex D1 and Ex D3 documents. Therefore possibility to accused instructing the complainant to make payments towards the interest as per Ex D3 is probable to believe. Therefore the act of complainant is covered under section 20 of N.I.Act and accused is liable to pay the cheque amount.

30. During evidence of Dw1, accused has claimed demand notice is not served to him and he has disputed his signatures found in Ex 6 and 7 not belongs to him. The address mentioned in the demand notice, postal acknowledgment and deposition of Dw1 shows the same address. It shows the address of accused is correct. The accused did not give any complaint before Postal authority for non delivery of notice and his signatures are forged by the concerned post man or any other person. As per section 114 (f) of Evidence Act, presumption lies in favour of postal authority as postal items are delivered to accused. Further receipt of demand notice to the correct address draws presumption under section 27 of General Clauses Act. These presumptions are rebuttable in nature. The burden casts on accused to rebut said presumption. The address of accused is admitted. The sending of notice through registered post to correct address draws presumption under section 27 of General Clauses Act and it is sufficient for compliance under section 138 of N.I.Act. The postal authority have given endorsements shows said notice served during their usual course of business. But accused did not produce any evidence to prove the said address is not belong to him and he did not receive the postal item by leading evidence or lodging protest before postal authority. In absence of such evidence, the mere denial of signature of accused on postal document does not rebut the presumptions under section 114(f) of Evidence Act and section 27 of General Clauses Act. Therefore said defence of accused also fails.

31. As per section 139 of the N.I.Act, it shall be presumed unless contrary is proved, that the holder of cheque has received the cheque of the nature referred to in section 138 of N.I. Act for discharge in whole or in part of any debt or other liability. The Full bench judgement of Hon’ble Supreme Court of India in the case of **Rangappa vs Sri Mohan** reported in **2010(11) SCC 441** has held that presumption mandated by section 139 of N.I.Act does indeed include the existence of legally enforceable debt or liability. Therefore, once the initial burden is discharged by the complainant that the cheque is issued by accused and the signature, the burden casted on the accused to prove the contrary that cheque is not issued for any debt or other liability. The said proposition of law is laid down by Hon'ble Supreme Court of India in the case of the **P Rasiya vs Abdul Nazer and another**. In the Judgement of Hon'ble Supreme Court of India reported in **2021 (5) SCC 283 in the case of M/S Kalamani Tex vs P. Balasubramanian**. In the para 13 of said Judgement the Hon'ble Supreme Court observed as follows:

> "13. Adverting to the case in hand, we find on a plain reading of its judgement that the trail court completely overlooked the provisions and failed to appreciate the statutory presumption drawn under section 118 and section 139 of N.I.A. The statute mandates that once the signature(s) of an accused on the cheque/negotiable instrument are established, then these "reverse onus" clause become operative. In such a situation, the obligation shifts upon the accused to discharge the presumption imposed upon him. The point of law has

been crystallized by the court in Rohitbhai Jivanlal Patel vs State of Gujarath…"

32. Considering aforesaid legal proposition, burden casted on accused to disprove the case of complainant and his defence must be found more probable. It is evident to note accused did not give complaint before police regarding misuse of cheque. No admissions elicited from the mouth of PW1 regarding defence of accused. Therefore, defence of accused is found not probable and his evidence is not credible to believe. On the other hand complainant has produced evidence to show he has lend amount of Rs 30,00,000/- to accused and accused has agreed to repay the same with interest at the rate of 18 % per annum.

33. Once, the initial burden is discharged by the complainant that the cheque is issued by accused and the signature, the burden casted on the accused to prove the contrary that cheque is not issued for any debt or other liability. However, in this case accused has failed to make probable defence to rebut the presumptions. The defence of accused is found self serving statement and it is not sufficient to rebut the presumptions. Hence, on the basis of the evidence of PW1 and Ex P1 to 7 documents, the complainant has proved the case and complainant is entitled for recovery of the amount as compensation.

34. On considering the facts and circumstances of the case, the complainant has able to establish that Ex.P.1 cheque is issued to discharge liability of repayment of Rs.4,00,000/- to complainant by the accused. Ex.P1 is dishonoured for the reason "Funds Insufficient" in the account of accused and complainant is entitled for the cheque amount as compensation. Further, complainant is entitled for compensation of Rs.10,000/- as cost of the proceedings. The accused No.1 is a Partnership firm. Therefore, accused No.2 being Partner of accused No.1 Partnership firm is having personal liability to pay. The accused is not a repeated offender. Hence, there is no need to award imprisonment term. However, accused is liable to pay the fine amount of Rs.10,000/- to the State towards litigation expenses. Under these circumstances, this Court answers Points No.1 and 2 in the **Affirmative**.

35. **POINT No.3**: For the foregoing reasons stated in the Points No.1 and 2, this Court proceeds to pass the following:

O R D E R

The accused No.1 and 2 are found guilty for the offence punishable under section 138 of Negotiable Instruments Act.

Acting under section 255(2) of Cr.P.C, the accused No.1 and 2 are convicted for the offence punishable under section 138 of the Negotiable Instruments Act.

The accused No.1 and 2 is sentenced to pay a fine of Rs 4,20,000/- and in case of default accused No.2 shall undergo simple imprisonment for 6 months.

Out of the fine amount Rs 4,10,000/- shall be paid to the complainant as compensation as per section 357(1)(b) of Cr.P.C. The remaining amount of Rs.10,000/- shall be defray to the State.

In view of section 437(A) of Cr.P.C. bail bonds stand extended for 6 months from this date.

Supply free copy of Judgment to the accused.

(Dictated to the stenographer directly on computer, typed by her, revised and corrected by me and signed, pronounced in the Open Court this 19th day of June, 2025)

RASHMI H B Digitally signed by RASHMI H B Date: 2025.06.19 17:35:43 +0530

(SMT.RASHMI H.B.,)
XIX ADDL.C.J.M., Bengaluru City.

::ANNEXURE::

List of Witnesses examined for Complainant:-

PW1	:-	C.Karthik Reddy.

List of Documents marked for Complainant:-

Ex.P1	:-	Original Cheque,
Ex.P1(a)	:-	Signature of Accused,
Ex.P2	:-	Bank Endorsement,
Ex.P3	:-	Office copy of the Legal Notice,
Ex.P4 & 5	:-	Two Postal Receipts,
Ex.P6 & 7	:-	Two Postal Acknowledgments,
Ex.P8	:-	C/c of Complaint in CC.No.19349/2019,
Ex.P9	:-	C/c of Application in O.A.No.570/2017,
Ex.P10	:-	C/c of Objection in O.A.No.570/2017,
Ex.P11	:-	C/c of Complaint in CC.No.50370/2019,
Ex.P12	:-	C/c of Loan Agreement dated 25-08-2015,
Ex.P13	:-	X/copy of Absolute Sale deed,
Ex.P14	:-	X/copy of Mortgage by Deposit of Title Deeds,

Ex.P15	:-	X/copy of Deposit of Title Deed,
Ex.P16	:-	Vakalath,
Ex.P16(a)	:-	Signature of Accused,
Ex.P17	:-	C/c of Deposition in 50370/2019.

List of Witnesses examined for Accused:-

DW1	:-	Surendranath Reddy.

List of Documents marked for Accused:-

Ex.D1	:-	C/c of Hand Loan Agreement dated:10-03-2018,
Ex.D2	:-	C/c of Original Cheque,
Ex.D3	:-	C/c of On Demand Promissory Note,
Ex.D4	:-	C/c of Consideration Receipt.

RASHMI H B Digitally signed by RASHMI H B Date: 2025.06.19 17:35:56 +0530

(SMT.RASHMI H.B.,)
XIX ADDL.C.J.M., Bengaluru City.