

KABC020116652025



**IN THE COURT OF THE JUDGE COURT OF SMALL
CAUSES AND A.C.J.M, AT BENGALURU.**

DATED THIS THE 1st DAY OF APRIL - 2026

PRESENT:

**Smt.Nirmala M.C.,B.Com.,L.L.B
JUDGE SMALL CAUSES, ACJM**

CC.No.7151/2025

Complainant: Smt. Latha.T.P
Aged about Major,
W/o Raghavendra Prasad,
R/at No.100, 1st cross,
Raghava Nagar,
Po Government Electric Factory,
Bengaluru South,
Bengaluru - 560 026,

(By Smt. Radha.D - Adv.)

-Vs-

Accused: Sri. Sadananda,
S/o Late. Papanna,
Aged about major,
R/at Neelasandra village,
Thagachagere post,
Kasaba Hobli,
Channapattana Taluk,
Ramanagara District - 562 160

(By Sri.K.Venkata - Adv.)

JUDGMENT

The present complaint is filed under Section 200 of the Cr.P.C, R/w. 138 of the N.I.Act against the accused.

2. The factual matrix of the complaint is summarized as under:

The case of the complainant is that, the accused known to the complainant from 3 years. The accused has borrowed a hand loan amount of Rs.1,00,000/- from the complainant on 08.02.2024 through A/c transfer for his financial assistance, and the accused promised to return the said amount within a period of six months. After completion of six months the complainant had approached for return of the said hand loan amount and accused issued cheque bearing No. 680329, dated 27.09.2024 drawn on Canara

Bank, Channapattana branch, Channapattana and assured that the said cheque would be honoured. When the cheque was presented for encashment was dishonored returned with shara with endorsement on the ground that for the reasons "**Funds balance**" on 08.10.2024. But inspite of intimation made by the complainant, he failed to settle the cheque amount. Thereafter, complainant got issued a legal notice dated 16.10.2024 through RPAD. But till this day the acknowledgment was not yet returned and counsel for the complainant had lodged a complaint before the postal authorities and concerned postal authority have issued postal track consignment the intimation delivered on 21.10.2024 and has not complied the notice, hence filed this complaint alleged offence U/s.138 of N.I.Act.

3. My Predecessor in Office by taking cognizance for the offence punishable U/Sec.138 of N.I. Act, registered the case as PCR. Sworn statement of complainant was recorded. Thereafter, by perusing the averments of complaint, documents, this court has registered the case as CC in register No.3 and issued summons to accused. In pursuance of summons accused appeared through his Advocate and he is on bail. Plea read over to accused pleaded not guilty and claimed to be tried.

4. Thereafter, in order to prove her contention, the complainant examined herself as PW1 and got marked documents at Ex.P1 to Ex.P6. Statement of accused u/Sec. 313 of Cr.P.C was recorded, when the matter is posted for cross of PW-1. At this stage, the parties and their

counsel filed joint memo and submitted that, judgment may be passed in accordance with said Joint Memo.

5. Heard the arguments both sides.

6. The following points are arise for my consideration:

1. Whether the accused is liable to be convicted in terms of joint memo dated 24.03.2026?

2. What Order?

7. My findings on the above points are as under:

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

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

REASONS

8. **Point No.1:-** Complainant has filed this complaint alleging that accused has committed offence under section U/Sec.138 of N.I Act. She

pleads and asserts that, towards discharge of his liability, accused has issued a cheque bearing No. 680329, dated 27.09.2024 drawn on Canara Bank, Channapattana branch, Channapattana in favour of the complainant and the said cheque was came to be dishonoured on presentation. Complainant has issued notice within time stipulated calling upon the accused to pay the amount covered under cheque. In spite of service of notice accused has not paid the amount within 15 days, which gave raise cause of action to file this complaint. Further complainant relied on the documents from Ex.P.1 to Ex.P.6.

9. In this scenario, let us scrutinize the documents relied by complainant in order to examine the compliance of statutory requirements envisaged under section 138 of N.I.

Act. Ex.P.1 is the cheque, Ex.P.1(a) is the signature of accused, Ex.P.2 is the Bank Endorsement, Ex.P.3 is the pay slip, Ex.P.4 is the Legal notice, Ex.P.5 is the postal receipt and Ex.P.6 is the track consignment.

10. A careful scrutiny of the documents relied by the complainant goes to show that, statutory requirements of section 138 of N.I. Act is complied with and this complaint is filed within time. Thus, complainant relied on the statutory presumptions enshrined under section 118 read with section 139 of N.I. Act.

11. The presumption under Sec.118 and 139 of the Act is in favour of the complainant. After recording the 313 statement, when the matter is posted for cross of PW.1, at that time, parties have filed a joint memo stating that the matter is

settled between themselves for a sum of Rs.1,20,000/- (Rupees One Lakh Twenty Thousand Only). Further the Accused has agreed to pay the said amount in the following manner:

i) Rs.40,000/- is already received by the complainant by way of cash on 24.03.2026.

ii) Rs.40,000/- by way of cash on 24.04.2026.

iii) Rs.40,000/- by way of cash on 24.05.2026.

For which the complainant also agreed to receive the said amount from the accused in the above said manner and the complainant has no other further claims whatsoever against the accused. If the accused fails to pay the above said installment amount as agreed by the accused then the complainant is at liberty to initiate legal action against the accused.

12. Considering the joint memo and submission of learned counsel for complainant and the accused, I deem it proper to grant time to the accused for payment of the amount to the complainant. Thus, material available on record clearly discloses that the complainant has complied all the ingredients of section 138 of Negotiable Instrument Act.

13. In view of foregoing discussions, I am of the opinion that, the complainant has established that the accused has committed an offence punishable under section 138 of Negotiable Instrument Act. The memo filed by the complainant and accused is sufficient to answer point No.1 in the **Affirmative**.

14. **POINT NO.2:** For the aforesaid reasons, I proceed to pass the following;

ORDER

Acting under Section 255(2) of Cr.P.C., accused is hereby convicted for the offence punishable under section 138 of Negotiable Instrument Act and is sentenced to pay a fine of **Rs.80,000/- (Rupees Eighty thousand only)** as settled in the joint memo.

When the said amount is deposited, same shall be released to the complainant as compensation.

Terms and conditions of the joint memo becomes part and parcel of this order.

In default of payment of the fine amount as agreed upon, accused shall undergo simple imprisonment for 6 (six) month.

It is made clear that in view of Sec.421(1) of Cr.P.C even if the accused undergoes the default sentence imposed above, he is not

absolved of liability to pay the fine amount.

The bail bond of the accused is hereby stands canceled.

(Dictated to the stenographer on computer, corrected and then pronounced by me in the open court on this the **1st day of April, 2026.**)

**(Nirmala.M.C)
Judge, ACJM,
Court of Small Causes,
Bengaluru.**

ANNEXURE

List of Witnesses examined on behalf of complainant:

PW1 Smt. Latha.T.P

List of Documents marked on behalf of complainant:

Ex.P1	Cheque
Ex.P1(a)	Signature of accused
Ex.P2	Bank Endorsement
Ex.P3	Pay slip
Ex.P4	Legal notice
Ex.P5	Postal receipt
Ex.P6	Track consignment

List of Witnesses examined on behalf of accused:

NIL

List of documents marked on behalf of accused:

NIL

**Judge & ACJM
Court of Small Causes,
Bengaluru.**