KABR500082002023

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE AND JMFC AT HOSAKOTE

Present: - Sri. Satisha B.,
B.A., LL.B.,
Prl. Civil Judge & JMFC, Hosakote

Dated this the 24th day of August, 2026

Complaint Case No.7393/2023

Complainant .. Sri. C. B. Narayanaswamy
S/o Late Byrappa,
Aged about 48 years,
Rresiding at: Sriramapura Village,
Yelahanka Hobli, Bengaluru North.

(By Sri. Manjunatha N.. Adv.)

-Vs -

Accused .. K.V. Ambrish
S/o. Venkataramanappa,
Aged about 37 years,
Residing at: Kurubarahalli Village,
Kasaba Hobli, Hosakote Taluk,

Bengaluru Rural District.

(By Sri. N. Ravindra Adv.,)

:JUDGMENT:

The original complainant has filed the present complaint under Section 200 of the Code of Criminal Procedure, 1973 (Hereinafter referred to as the 'Cr.P.C', for brevity) against the accused for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881 (Hereinafter referred to as the 'NI Act.', for brevity).

2. **<u>In nutshell complainant case is that:-</u>**

The complainant and the accused are well-known to each other for the past five years. On the said acquaintance, the accused approached the complainant and requested to lend a sum of Rs.70,000/- as a hand loan for his family necessities and assured that he would repay the same within two months. Accordingly, the complainant paid the amount of Rs.70,000/- to the accused on 16.01.2023. After a lapse of two months, the complainant approached the accused and demanded repayment of the amount, and on 30.03.2023, the accused issued a cheque bearing

No.140130 dated 30.03.2023 for a sum of Rs.70,000/- drawn on Axis Bank Limited, Hosakote Branch, Hosakote. On 22.05.2023 the complainant presented the cheque for encashment through his banker ICICI Bank, Sahakara Nagar Branch, Bengaluru and the same has been returned on 22.05.2023 with the endorsement stating that **“The name of the payee is not written”.** Then, he issued a demand notice on 16.06.2023, calling upon the accused to make payment of the cheque amount within 15 days from the date of receipt of the demand notice, and the same was return as refused. In spite of that, the accused has failed to repay the amount due under the cheque. Hence, the present complaint.

3. In pursuance of the complaint, this Court took the cognizance for the offence punishable under Section 138 of NI Act and recorded sworn statement of the complainant. Thereafter, process was issued to the accused. The presence of the accused was secured by issuing summons. The accused put his appearance through his counsel and he was enlarged on bail. The Substance of accusation read over and explained to the accused in the language known to him. After understanding the contents of accusation, he pleaded not guilty and he has defense to make.

4. In order to prove the complainant's case, the complainant himself examined as PW.1 and Exs.P1 to P5 marked and closed his side. Thereafter, statement of accused recorded under Section 313 of Cr.P.C., by explaining incriminating evidence adduced against him and denied the same. Similarly, in order to prove the accused case, the accused himself examined as DW.1 and Ex.D1 marked and closed his side.

5. Heard and meticulously perused the materials on record.

6. The points that would arise for consideration are:

1. Whether the complainant proves that the accused issued a cheque bearing No.140130 dated 30.03.2023 for a sum of Rs.70,000/- drawn on Axis Bank Limited, Hosakote Branch, Bengaluru in order to discharge the legally enforceable debt and on presentation of the said cheque it was returned for the reason **"The name of the payee is not written"** and despite of demand notice dated 16.06.2023 the accused failed to make payment within the stipulated period and thereby accused has committed an offence under Section 138 of NI Act ?

2. What Order or Sentence?

7. My answer to the above said points are as follows:

Point No.1 : In the Affirmative;

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

-:REASONS:-

8. **Point No.1:-** It is, at the outset an essential ingredients of Section 138 of NI Act is that the cheque in question must have been issued towards legally enforceable debt. As per Section 118 and 139, the presumptions in favour of the complainant with regard to the issuance of cheque by the accused towards the discharge of his liability in favour of the complainant. The onus is upon the accused to rebut the presumptions in favour of the complainant by raising a probable defence and if on the basis of the materials on record that during the course of cross-examination of complainant or by means of other material on record if the accused is able to show to the Court that there are circumstances which probabalises the case of the accused in order to disbelieve the case of complainant that would suffice so far as accused is concerned. It is worth to refer decision of the Hon'ble Apex Court

in the case of Rangappa -Vs- Sri Mohan reported in (2010) 11 SCC 441, wherein the Hon'ble Apex Court held that, **the Statutory presumption mandated by sec.139 of the Act, does indeed include the existence of a legally enforceable debt or liability. However, the presumption U/S 139 of the Act is in the nature of a rebuttable presumption and it is open for the accused to raise a defence wherein the existence of a legally enforceable debt or liability can be contested.** It is also worth to refer decision of the Hon'ble Apex Court in the case of John K. Abraham -Vs- Simon C. Abrahm and another reported in (2014) 2 SCC 236, wherein Hon’ble Apex Court held at para No.9 that in order to draw presumptions under Section 118 read with Section 139, the complainant has to show prerequisites i.e., **(i) that he had requisite fund for advancing sum of money in question to accused; (ii) that the issuance of cheque by accused in support of repayment of money advanced was true and (iii) accused bound to make payment as had been agreed while issuing cheque.** It is also worth to refer decision of the Hon'ble Apex Court in the case of Indus Airways Private Limited and Others -

Vs- Magnum Aviation Private Limited and Another reported (2014) 12 SCC 539, wherein their lordships held that **to attract an offence under Section 138, there should be legally enforceable debt or other liability subsisting on the date of drawal of the cheque.** It is also worth to refer decision of the Hon'ble Apex Court in the case of Kumar Exports -V/s- Sharma Carpets reported in (2009) 2 SCC 513, wherein the Hon’ble Apex Court held that **presumptions will live, exist and survive and shall end only when the contrary is proved by the accused i.e., the cheque was not issued for consideration and in discharge of any debt or liability. A presumption is not in itself evidence, but only makes a prima facie case for a party for whose benefit it exists.** In view of above ratio, before drawing presumptions in favour of the complainant, he must prove issuance of cheque and legally recoverable debt/liability.

9. According to the complainant, the accused approached him and requested a hand loan of Rs.70,000/-. Accordingly, he paid the amount of Rs.70,000/- to the accused and he agreed to repay the amount within two months. On 30.03.2023 the accused issued a

cheque bearing No.140130 dated 30.03.2023 for a sum of Rs.70,000/- drawn on Axis Bank Limited, Hosakote Branch, Hosakote and on 22.05.2023 he presented the cheque for encashment through his banker ICICI Bank, Sahakara Nagar Branch, Bengaluru and the same has been returned on 22.05.2023 with the endorsement stating that "The name of the payee is not written"**.** Then, he issued a demand notice on 16.06.2023, calling upon the accused to make payment of the cheque amount and the demand notice was return as refused. In order to substantiate the same, the complainant examined as PW.1 by filing affidavit evidence. In the course of affidavit evidence, PW-1 has reiterated the contentions taken in the course of the complaint. Therefore, I need not recapitulate those facts again at this stage. In support of oral evidence, the original complainant produced 5 documents, which were marked as Ex.P1 to Ex.P5.

- **Ex.P1** **:** Cheque bearing No.140130 dated 30.03.2023 drawn on Axis Bank Limited, Hosakote Branch, Bengaluru;
- **Ex.P2** **:** Bank Endorsement dated 22.05.2023;
- **Ex.P3** **:** Office copy of demand notice dated

16.06.2023;

- **Ex.P4** : Postal receipt;
- **Ex.P5** : Postal cover.

10. Now let us examine the case of the complainant, a perusal of Ex.P1/Cheque bearing No.140130 dated 30.03.2023 for a sum of Rs.70,000/- drawn on Axis Bank Limited, Hosakote Branch shows that the cheque belongs to the accused. A perusal of Ex.P2/Bank endorsement dated 22.05.2023 shows that cheque in question presented within its validity period and same was dishonored for **“The name of the payee is not written”**. A perusal of Ex.P3/Office copy of demand notice shows that on 16.06.2023 the complainant got issued demand notice calling upon the accused to make the payment of cheque amount within 30 days from the date of receipt of bank endorsement. A perusal of Ex.P4/Postal receipt and Ex.P5/Postal cover shows that the demand notice issued to the accused return as **‘Refused’**. A cumulative perusal of Exs.P1 to P5 shows that the statutory requirements of Section 138 of NI Act is complied and this complaint is filed within time.

11. It is undisputed that the complainant and the accused are well acquainted with each other. It is also undisputed that cheque in question and signature thereon belongs to the accused. It is worth to refer testimony of DW.1, wherein the accused categorically admitted at para No.1 to the following effect **“ನಿಪಿ.1 ಚೆಕ್ಕು ಮತ್ತು ಅದರಲ್ಲಿರುವ ಸಹಿ ನನ್ನದಾಗಿರುತ್ತದೆ ಎಂದರೆ ಸರಿ.”** It is further elicited at para No.4 to the following effect **“ನಿಪಿ.1 ರಲ್ಲಿ ಬರೆದಿರುವ ದಿನಾಂಕ ಮತ್ತು ಬರವಣಿಗೆಗಳು ನನ್ನದಾಗಿರುತ್ತದೆ ಎಂದರೆ ಸರಿ.”.** At this juncture, it is worth to refer decision of the Hon'ble Apex Court in the case of Rangappa -Vs- Sri Mohan reported in (2010) 11 SCC 441, wherein the Hon'ble Apex Court held that, **there is presumption under Section 139 of N.I. Act that cheques are issued in discharge of the existing liability.** It is also worth to refer decision of the Hon’ble Apex Court in the case of T. Vasanth Kumar -Vs- Vijaya Kumari reported in (2015) 8 SCC 378, wherein the Hon'ble Apex Court held that **once the cheque as well as the signature has been accepted by the accused then the presumption under Section 139 of NI Act would operate.** In view of above ratio, once it is established that cheque relates to the account of the accused and that signature on the cheque is that of the accused,

then the mandatory statutory presumptions under Section 138 of NI Act is drawn in favour of complainant, that Ex.P1/Cheque was issued by the accused to the complainant for discharging his legally enforceable debt or liability, comes into play and burden of proof shifts on the accused which accused is required to discharge.

12. Before examining the defense put forth by the accused, it is worth to discuss the specific argument canvassed by the learned counsel for the accused that the cheque in question does not bear the name of the payee. Therefore, the complaint is not maintainable and liable to be dismissed in limine. A perusal of Ex.P1 shows that the name of the payee is not written. A perusal of testimony of DW.1, he has categorically admitted that Ex.P1 and signature thereon belongs to him. As per Section 20 of the NI Act, the arguments canvassed by the learned counsel for the accused does not hold water.

13. It is settled law that the presumptions are rebuttal in nature and the defence taken up by the accused need not be proved beyond reasonable doubt and if on the basis of the materials on record that during the course of cross-examination of complainant

or by means of other material on record if the accused is able to show to the Court that there are circumstances which probabalises the case of the accused in order to disbelieve the case of complainant that would suffice so far as accused is concerned. The onus is that of preponderance of probabilities. It is worth to refer decision of the Hon'ble Apex Court in the case of M.S. Narayanan Menon alias Mani -Vs- State of Kerala and another reported in (2006) 6 SCC 39, wherein the Hon’ble Apex Court held that, **the accused need not disprove the prosecution case in its entirety. Moreover, the onus on an accused is not as heavy as that of the prosecution.** It is also worth to refer decision of the Hon’ble High Court of Himachal Pradesh, Shimla in the case of Rakesh Kumar -Vs- Sunil Khachi reported in 2026:HHC:23164-DB wherein the Hon’ble High Court held at para No.19 that **the presumption under the NI Act can be discharged by leading the evidence or cross-examining the complainant to bring the material on record.**

14. Now, let me examine the defence put forth by the accused so as to whether the accused successfully rebutted the

presumptions drawn in favour of the complainant as per Section 118 read with Section 139 of the NI Act. It is the precise case of the accused that he has repaid the loan amount of Rs.70,000/- along with interest of Rs.10,000/- totaling Rs.80,000/- to the complainant and the same was deposited as per the instructions of the complainant to the account of the complainant’s wife. Despite the repayment of the entire loan amount, the complainant came to his office and demanded an excess amount. The Ex.P1 is not issued for any repayment of the amount. When the complainant came to his office, he had stolen the written cheque and misused the same. Therefore, he is not liable to pay any amount to the complainant. In order to substantiate the same, the accused himself examined as DW.1. In support of oral evidence, the accused produced 1 document, which was marked as Ex.D1.

- **Ex.D1 :** Amount deposit slip dated 15.06.2022.

15. On considering the precise case of the accused and the cross-examination of PW.1, firstly, he had taken the defence that, he had not received a demand notice from the complainant. Secondly, he had repaid the entire loan amount and the cheque in

question was not issued to discharge any debt/liability and was stolen by the complainant. So far as the first defence is concerned, the accused specifically contended that, he has not received any demand notice from the complainant. A perusal of Ex.P5/Postal returned cover shows that the demand notice issued to the accused returned as **'Refused'**. As per Section 119 of the Bharatiya Sakshya Adhiniyam, 2023 enables the court to presume that in the common course of natural events, the communication sent by post would have been delivered at the address of the addressee. Further, Section 27 of the General Clause Act, 1897 manifest that when the postal instrument was sent to the proper address of the addressee it could be taken as deemed service of the postal instrument. A perusal of testimony of DW.1, wherein the accused categorically admitted at para No.1 to the following effect **"ನಾನು ಪಿರ್ಯಾದಿನಲ್ಲಿ ಕಾಣಿಸಿರುವ ವಿಳಾಸದಲ್ಲಿ ವಾಸವಾಗಿರುತ್ತೇನೆ ಎಂದರೆ ಸರಿ. ಪಿರ್ಯಾದಿನಲ್ಲಿ ಕಾಣಿಸಿರುವ ದೂರುವಾಣಿ ಸಂಖ್ಯೆಯು ನನ್ನದಾಗಿರುತ್ತದೆ ಎಂದರೆ ಸರಿ.".** A perusal of address mentioned in the complaint, Ex.P3 and Ex.P5 are one and the same. In view of the above admission, the address mentioned in P3 and P5 is correct and is the last resided address of the accused. It is worth to refer decision of the Hon'ble Apex Court in the case of

Indo Automobiles –Vs- Jai Durga Enterprises and Others, reported in (2008) 8 SCC 529, wherein their lordships have held that "**Once notice has been sent by registered post with acknowledgment due to a correct address, it must be presumed that the service has been made effective".** It is also worth to refer decision of the Hon'ble High Court of Madras in the case of P. Packiaraj -V/s- Murugan Stores reported in 2017 SCC OnLine Mad 34778 / 2018 (1) DCR 55, wherein their lordships held at para No.19 that ……..**notice sent by registered post was returned with an endorsement 'Not claimed' and 'intimation delivered'. It was deemed to be served on the accused.** In view of above, the defence set up by the accused that demand notice was not served upon him does not hold merits.

16. So far as the second defence is concern, the accused specifically contended that he had repaid the entire loan amount and the cheque in question was not issued to discharge any debt/liability and was stolen by the complainant while visiting his office. In order to substantiate this, the accused produced Ex.D1. A perusal of Ex.D1/Amount deposit slip dated 15.06.2022 shows that the accused deposited a sum of Rs.80,000/- to the account of the

complainant’s wife bank account. A perusal of the testimony of PW.1, wherein the learned counsel for the accused did not pose a single suggestion that the accused had repaid the entire loan amount by depositing it to the account of the complainant’s wife. In the entire cross-examination of PW.1, the learned counsel posed a suggestion that the accused has not taken any loan and he had sufficient financial stability, and there was no need for him to get a loan from the complainant. It is worth to refer cross-examination of DW.1, wherein the learned counsel for the complainant to explore the trustworthiness of the accused, posed a suggestion at para No.2 to the following effect **“ನಾನು ಪ್ರಸ್ತುತ ಪ್ರಕರಣದ ವ್ಯವಹಾರದ ಪೂರ್ವದಲ್ಲಿ ಪಿರ್ಯಾದುದಾರರ ಬಳಿ ಹಲವು ಬಾರಿ ಹಣ ತೆಗೆದುಕೊಳ್ಳುವುದು ಮತ್ತು ವಾಪಸ್ಸು ನೀಡುವುದನ್ನು ಮಾಡಿರುತ್ತೇನೆ ಎಂದರೆ ಸಾಕ್ಷಿಯು ಆ ರೀತಿ ಒಂದು ಬಾರಿ ವ್ಯವಹಾರ ಮಾಡಿರುತ್ತೇನೆ ಎಂದು ನುಡಿಯುತ್ತಾರೆ.”** It is elicited at para No.4 that **"ನಾನು ಪಿರ್ಯಾದುದಾರರೊಂದಿಗೆ ಪ್ರಥಮ ಬಾರಿಗೆ ಮಾಡಿದ್ದ ಹಣದ ವ್ಯವಹಾರವನ್ನು ಬ್ಯಾಂಕ್ ಮೂಲಕ ಮರುಪಾವತಿಸಿರುತ್ತೇನೆ. ಸದರಿ ಬ್ಯಾಂಕ್ ಮೂಲಕ ಮರುಪಾವತಿಸಿದ್ದ ಹಣವು ನಿಡಿ.1 ಆಗಿರುತ್ತದೆ ಎಂದರೆ ಸರಿ.”.** The above admissions crystal clear and fortifies that the defence taken by the accused is an afterthought and to escape from the penal consequences.

17. The accused specifically claimed that the complainant had stolen Ex.P1 and misused the same by filing the present case. In the case on hand, the accused except for deposing that the cheque in question was stolen and misused in the present case, did not plead the particulars of the alleged theft i.e., the exact time, date, month and year of the theft of the cheque; the purpose for which he kept the cheque by signing it and the actual place where he kept it. Therefore, without averring the particulars of the alleged theft, mere deposing or posing the suggestion that the cheque in question was stolen and was misused in the present case does not sufficient to rebut the presumptions raised in favour of the complainant. It is worth to refer cross-examination of DW.1, wherein the learned counsel for the accused posed a suggestion at para No.2 to the following effect **"ನಿಪಿ.1 ಚೆಕ್ಕನ್ನು ಬ್ಯಾಂಕಿಗೆ ಹಾಜರುಪಡಿಸಿದ್ದ ನಂತರ ನಿಪಿ.1 ಚೆಕ್ಕು ಅಮಾನ್ಯಗೊಂಡ ಕುರಿತು ನನ್ನ ಮೊಬೈಲ್ ಸಂಖ್ಯೆಗೆ ಸಂದೇಶ ಬಂದಿರುತ್ತದೆ."** It is further elicited at para No.4 to the following effect **"ಪಿರ್ಯಾದುದಾರರು ನಿಪಿ.1 ಚೆಕ್ಕನ್ನು ದುರುಪಯೋಗಪಡಿಸಿಕೊಂಡ ಕುರಿತು ತಿಳಿದು ಬಂದ ನಂತರ ಪಿರ್ಯಾದುದಾರರ ವಿರುದ್ಧ ಪೋಲಿಸ್ ಠಾಣೆಗೆ ಯಾವುದೇ ದೂರನ್ನು ನೀಡಿರುವುದಿಲ್ಲ."** Curiously, the accused after knowing about the theft

of the cheque in question, had not taken any steps against the complainant. If one person making wrongful deed against another and keeping mum cannot be acceptable or believable. It is settled law that in a case of theft of a cheque, a normal prudent person's common reaction in such circumstances holds a pivotal role. In the case on hand, the accused knowing well of the theft of the cheque, has not taken any action. It is worth to refer decision of the Hon'ble High Court of Karnataka in the case of N. Manjegowda -V/s- N.V. Prakash reported in 2017 (4) KCCR 2933, wherein the Hon'ble High Court of Karnataka have held at para No.8 that, **when the accused has taken specific defence in respect of lost of cheque, in such circumstance, the conduct of the accused is material in appreciating his defence.** In view of the above ratio and evaluating the conduct of the accused after the theft of the cheque, it is crystal clear and appears that the defence put forth by the accused is a vague one to wriggle out of the liability. It is also worth to refer decision of the Hon'ble Apex Court in the case of Kishan Rao -Vs- Shankargouda reported in (2018) 8 SCC 165, wherein the Hon'ble Apex Court held that, **mere denial regarding existence of debt shall not serve any purpose.** It is also worth to refer decision of the Hon'ble High Court of Karnataka in the case of Rangaswamy -Vs- Ravikumar Criminal Revision Petition No.841/2020 dated 28.03.2024, wherein the Hon’ble High Court of Karnataka have held at para 13 that, **when the defence of the accused is not believable, inference can be drawn that he made a transaction with the complainant and issued cheque for the said consideration.** In view of above ratio, the accused utterly failed to substantiate that the complainant had stolen the cheque-P1.

18. The accused explicitly raised a defence that the complainant did not possess sufficient financial means to advance an amount of Rs.70,000/-. Before adverting to this defence, it is worth to refer decision of the Hon'ble Apex Court in the case of Basalingappa -Vs- Mudibasappa reported in (2019) 5 SCC 418, wherein the Hon’ble Apex Court held that, **the capacity of the complainant to grant loan to the accused is indeed a relevant factor to decide the liability of an accused. The complainant is bound to explain his financial capacity, when the same is questioned by the accused.** It is also worth to refer decision of the Hon'ble Apex Court in the case of Rohitbhai Jivanlal Patel -Vs-

State of Gujarat, reported in 2019 SCC Online SC 389 wherein the Hon’ble Apex Court held that **when such a presumption is drawn, the factors relating to the want of documentary evidence in the form of receipts or accounts or want of evidence as regards source of funds were not of relevant consideration while examining if the Accused has been able to rebut the presumption or not"**. It is also worth to refer decision of the Hon'ble Apex Court in the case of APS Forex Service Pvt. Ltd. -Vs- Shakti International Fashion Linkers and Others, reported in 2020 SCC Online SC 193 wherein the Hon’ble Apex Court held that **whenever the accused has questioned the financial capacity of the complainant in support of his probable defence, despite the presumption under Section 139 of the N.I. Act about the presumption of legally enforceable debt and such presumption is rebuttable, thereafter the onus shifts again on the complainant to prove his financial capacity and at that stage the complainant is required to lead the evidence to prove his financial capacity, more particularly when it is a case of giving loan by cash and thereafter issuance of a cheque.** In the light of the afore-quoted judgment, when the complainant lent money to the accused in cash and the accused issued the cheque in question for the discharge of the liability, if the accused challenges the financial capacity of the complainant to advance the money, the complainant has the obligation to prove his financial capacity or source of the money allegedly lent by him to the accused., even with the presumption raised in favor of the complainant. A perusal of the testimony of DW.1, it fortifies that on several occasions, the accused availed himself of the loan from the complainant and repaid it. The above admission crystal clears that the complainant had financial capacity to lend the amount in question. The financial capacity does not mean that the complainant has to maintain huge amount in his/her account and it only refers substantial condition of arrangement of amount. The evidence placed on record fortifies that the complainant had financial stability to lend an amount of Rs.70,000/- to the accused. Ongoing through the evidence adduced by the complainant clearly shows that all the ingredients of Section 138 of NI Act, as such, presumptions under Section 118 and 139 of the NI Act would arise in favour of the complainant. However, the accused has failed to prove the specific defence put forth by him and also to rebut the presumptions available in favour of the complainant. In view of above discussion and reasons, I answer point No.1 in the **'Affirmative'.**

19. **Point No.2:-** In view of the above discussion, I proceed to pass the following:

ORDER

Acting under Section 255(2) of Cr.P.C., accused is convicted for the offence punishable under Section 138 of NI Act.

Accused is sentenced to pay a fine of Rs.80,000/- (Rupees Eight Thousand Only) for the offence punishable under Section 138 of NI Act, in default of payment of fine he shall undergo simple imprisonment for six months.

In that, a sum of Rs.70,000/- (Rupees Seventy Thousand only) shall be paid to the complainant by way of compensation and Rs.10,000/- (Rupees Ten Thousand) to the State.

The bail and surety bond of the accused and surety stand cancelled.

Office to furnish the copy of this judgment, free of cost to the accused.

(Dictated to the Stenographer, transcribed, computerized by her, revised and signed by me and then pronounced in the open court on this the 24th day of August, 2026.)

(Satisha B.)
Prl. Civil Judge & JMFC.,
Hosakote

ANNEXURE

List of witnesses examined by Complainant:-

PW.1- Sri. C. B. Narayanaswamy.

List of documents produced by Complainant:-

Ex.P1	**:**	Cheque bearing No.140130 dated 30.03.2023 drawn on Axis Bank Limited, Hosakote Branch, Bengaluru;
Ex.P2	**:**	Bank Endorsement dated 22.05.2023;
Ex.P3	**:**	Office copy of demand notice dated 16.06.2023;
Ex.P4	**:**	Postal receipt;

Ex.P5 : Postal cover.

List of witness examined by Accused:-

DW.1- K. V. Ambarish.

List of documents produced by Accused:-

Ex.D1 : Amount deposit slip dated 15.06.2022.

List of witness examined on behalf of Court:

-NIL-

List of documents produced on behalf of Court:

-NIL-

Prl. Civil Judge & JMFC.,
Hosakote.

24.08.2026
Comp: By Sri. MN Adv.;
Acc.: By Sri. NR Adv.;
Judgment.

//Judgment pronounced in the open Court//
(Vide Separate Judgment)

ORDER

Acting under Section 255(2) of Cr.P.C., accused is convicted for the offence punishable under Section 138 of NI Act.

Accused is sentenced to pay a fine of Rs.80,000/- (Rupees Eight Thousand Only) for the offence punishable under Section 138 of NI Act, in default of payment of fine he shall undergo simple imprisonment for six months.

In that, a sum of Rs.70,000/- (Rupees Seventy Thousand only) shall be paid to the complainant by way of compensation and Rs.10,000/- (Rupees Ten Thousand) to the State.

The bail and surety bond of the accused and surety stand cancelled.

Office to furnish the copy of this judgment, free of cost to the accused.

Prl. Civil Judge & JMFC.,
Hoskote