KACD510003942018

Presented on : 12-03-2018
Registered on : 12-03-2018
Decided on : 12-08-2026
Duration : 8 years, 5 months

IN THE COURT OF PRL. CIVIL JUDGE AND JMFC AT HOSADURGA, CHITRADURGA

Presided Over by PRASANNA KUMAR C., B.A.L.,LL.B.,
Prl.Civil Judge & JMFC, Hosadurga.

Dated this the 12th day of August, 2026

C.C./120/2018

Between :

Sri.Guru Oppathina Pattina Sahakara Sangha Niyamitha, Hosadurga Branch
Represented by its Branch Manager,
Sri.L.Shylendra S/o M.B.Lingaraju,
Aged about 45 years,
Resident of Old Canara Bank Road,
Hosadurga Town,
Chitradurga District. .....**Complainant**.

(Sri. H.N. Madhusudhan, Advocate for Complainant)

And:

Sri.K.Dhananjaya,
S/o Late A.N. Kadurappa,
Aged about 45 years,
Businessmen and Agriculturist,
Resident of Manjunathamurthy House,
Kappagere Road,

Goravinakallu,
Hosadurga Town,
Chitradurga District **..... Accused.**

(Sri. H.Lakshmi Narayana Advocate for Accused)

Date of commission of offence	:	24.01.2018
Provision of offence committed	:	Section 138 of NI Act
Date of commencement of recording Evidence	:	09.03.2018
Date of completion of recording evidence	:	23.12.2025
Date of Judgment	:	12.08.2026
Plea of the Accused	:	Not Guilty
Opinion of the Court	:	Accused Acquitted

JUDGMENT

This complaint is filed by the complainant under section 200 of Criminal Procedure Code read with section 138 of Negotiable Instruments Act seeking to punish the accused in accordance with law.

The brief facts of the complainant's case is as follows:

2. It is the case of the complainant that, the accused is the share holder of complainant society. On 28.02.2012 the accused has approached the complainant society and sought for financial help by way of loan of Rs.15,00,000/- for his family and personal needs. The accused availed the said loan on 29.02.2012 agreeing to repay the same with interest at the rate

of 16% p.a. The accused agreed to repay the same in monthly installments of Rs.25,000/- for 5 years. Thereafter, the accused has failed to pay the amount which was due to the complainant society as agreed by the accused.

3. It is further contended by the complainant society that, the complainant has approached and demanded the accused to repay outstanding balance loan amount which includes principal and interest. Accordingly, in order to discharge the said debt, the accused has issued cheque on 22.12.2017 bearing No.809800 for a sum of Rs.10,00,000/- drawn in State Bank of India, Vijayanagara Extension Branch, Hosadurga in favour of complainant with assurance to the complainant to present the cheque for encashment on or after date of cheque. Thereafter, the complainant society in order to get the amount encashed has presented the cheque through its banker. But the said cheque was dishonoured for the reason "Funds Insufficient" in the account of the accused with memo of the bank dated 24.01.2018. Thereafter, the complainant has also got issued notice to the accused on 29.01.2018 through his counsel. The same was returned unserved with shara intimation delivered seven days absent, hence returned to sender. The accused did not make payment. As such, the complainant is constrained to present this complaint.

4. On presentation of the complaint, this court has recorded sworn statement. Subsequently, cognizance was taken for the offence punishable under Section 138 of Negotiable Instruments

Act against the accused and process was issued to the accused. The accused entered appearance through his counsel and thereafter, substance of accusation was recorded wherein the accused pleaded not guilty and submitted that he has got defence to make and claimed to be tried. Hence the case was posted for trial.

5. The complainant in order to prove the case and bring home the guilt of the accused examined the branch manager of complainant society by name Sri. L.Shylendra as P.W.1, got marked 10 documents as Ex.P.1 to Ex.P.10. The complainant has also examined one Sri. Pradeep, Manager of State Bank of India, Hosadurga Branch as PW-2 and got marked Ex.P-11 and 12 through PW-2 and closed his side. The accused has conducted cross-examination of PW-1 and 2. Subsequently, the statement of the accused was recorded under Section 313 of Criminal Procedure Code. The accused has denied all the incriminating evidence deposed against him. Further, the accused adduced evidence and got himself examined as DW-1 and no documents are marked through DW-1. During the course of cross examination of DW-1, Ex.P-13 to 19 are marked through DW-1 on confrontation by the learned counsel for complainant.

6. On perusal of the records of the case, the following points would arise for consideration and determination of this court:

POINTS

1) Whether the complainant proves beyond all reasonable doubt that the accused has issued the cheque bearing No.809800 dated 22.12.2017 drawn on State Bank of India, Vidyanagara Extension Branch, Hosadurga for Rs.10,00,000/- in favour of the complainant towards discharge of his liability which when presented by the complainant through his banker was returned dishonoured with an endorsement as "Insufficient Funds" and despite issuance of statutory demand notice, the accused failed to make payment of the amount covered under the cheque and thus, the accused has committed the offence punishable under section 138 of Negotiable Instruments Act?

2) What order?

7. Heard arguments of both sides. On the basis of the complaint, oral and documentary evidence adduced by both sides coupled with all the materials available on record, answer of this court to the above points is as under:

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

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

R E A S O N S

8. **Point No.1:** This complaint is filed by the complainant under Section 138 of Negotiable Instruments Act to convict the accused for commission of the offence punishable under Section 138 of Negotiable Instruments Act and for awarding compensation. In order to establish the case, the branch manager of complainant Society Sri. L.Sylendra got himself examined as P.W.1, filed affidavit in lieu of his examination in chief and reiterated the complaint averments.

9. Ex.P.1 is the cheque bearing No.809800 for a sum of Rs.10,00,000/- drawn in favour of the complainant at State Bank of India, Vidyanagara Extension Branch, Hosadurga. Ex.P.1(a) is the signature of the accused. Ex.P.2 is the bank endorsement issued by the complainant Bank regarding dishonor of cheque for the reason 'funds insufficient'. Ex.P-3 is the office copy of Statutory notice dated 29.01.2018 got issued by the complainant through its counsel. Ex.P.4 is the RPAD receipt, Ex.P-5 is the RPAD Postal cover with shara addressee 7 days absent returned to sender. Ex.P-6 is the resolution of the complainant society authorizing the PW-1 to institute this case. Ex.P-7 is loan sanction intimation. Ex.P-8 is the loan agreement. Ex.P-9 is the Demand Promissory Note executed by accused. Ex.P-10 is the Statement of loan account pertaining to accused. Ex.P-11 is the True copy of account opening form of State Bank of India, Vidyanagara Extension Branch, Hosadurga. Ex.P-12 is the True copy of specimen signatures.

Ex.P-13 is once again loan application form of the accused. Ex.P-14 is once again Original Promissory Note. Its true copy is already marked as Ex.P9. Ex.P15 is loan agreement. Its true copy is already marked as Ex.P-8. Ex.P-16 is the Mortgage deed executed by accused in favour of complainant society. Ex.P-17 is the account statement extract of accused. Ex.P-18 is once again account statement extract of accused. Ex.P-19 is Award of Assistant Registrar of Co-operative society, Chitradurga Sub Division issued against the accused for recovery of sum of Rs.19,18,000/- dated 10.12.2014.

10. The Manager of complainant/PW-1 in his examination in chief reiterated the complaint averments. Now this court has to ascertain as to whether the complainant has made out case to draw presumption in his favour as available under section 139 of the Negotiable Instruments Act. In order to draw presumption under section 139 of the Negotiable Instruments Act, following three ingredients have to be fulfilled and established before the court. They are :

i) The cheque in question must relate to the account of the accused.

ii) The cheque in question must have been issued by the accused to the complainant.

Iii) The accused must have admitted his signature on the cheque in question that means to say that the accused must not have denied his signature on the cheque.

11. The said aspects are clearly held by the Hon'ble Supreme Court in the case reported in **AIR 2010 SC 1898 in the case of Rangappa V/s Mohan** and this court has also relied on the said decision**.** In the present case in hand, in order to rebut the case and evidence of the complainant, the accused has also conducted cross examination of Complainant/PW-1 and and also adduced his evidence as DW-1 in lieu of defence. But the accused though admitted that the cheque belongs to him he has denied that the signature appearing on the cheque marked as Ex.P-1(a), stating that it does not belong to him and also that he has not issued cheque to the complainant towards discharge of any liability. It is specific contentions of DW-1 that at the time of obtaining loan he has issued 4 blank cheques to the complainant without affixing signatures and contended that the same are misused by the complainant.

12. In order to ascertain the signature appearing on the cheque belongs to the accused, the complainant has also examined the Manager of State Bank of India by name Sri.Pradeep as PW-2. PW-2 in his examination-in-chief deposed that the accused has obtained cheques having Serial number from 809766 to 809815 on 13.08.2015. The cheque in question is within the said serial numbers of cheques, PW-2 identified that signatures appearing on the Ex.P-1 cheque marked as Ex.P-1(a) belongs to the accused and also endorsement issued by him for the reasons funds Insufficient. During the course of cross-examination of PW-2 once again after verification of the signatures of accused in bank records by comparing the same

with Ex.P-1(a) signature of the accused, opined that there is slight differences, but he has deposed to the effect he has not issued endorsement. Thereafter, PW-2 was further examined by complainant counsel by marking Ex.P-11 and 12. During the further course of cross-examination of PW-2, he deposed that the signatures appearing in Ex.P-11 and 12 which are loan application form and specimen signature form respectively and also signature marked as Ex.P-1(a) on the cheque in question are tallying with each other.

13. By disputing the said fact, during the course of the case learned counsel for accused has filed application under section 45 of Indian Evidence Act R/w section 243 of Criminal Procedure Code for opinion of hand writing expert. This court by order dated 02.05.2026 had dismissed the said application holding that this court can compare the signatures itself as provided under Section 73 of the Indian Evidence Act to arrive at proper conclusion and hence came to the conclusion that there is no necessity for referring the disputed signature to hand writing expert for opinion. Having held so, this court proceeded to examine the signatures of the accused. During the course of cross-examination DW-1 he has admitted that the signature appearing on Ex.P-13 loan application form, Ex.P-14 On Demand Promissory Note, Loan agreement marked as Ex.P-15 and also mortgage deed dated 29.02.2012 marked as per Ex.P-16 and the DW-1/Accused has admitted his signatures appearing in those documents. On comparing the signatures of accused on Ex.P-13, 15 and 16 which are admitted by him are

found to be very same signature appearing in Ex.P-1 cheque and tallying with each other. The signature of accused appearing in the cheque does not differ from the signature appearing in the Ex.P-13, 15 and 16. Therefore, the said contention of accused that the signature appearing on the Ex.P-1 cheque does not belonging to him holds no water. This court is of the conclusion that the signature appearing on the Ex.P-1 cheque is that of the accused. During cross examination of complainant/PW-1 also he has denied the suggestion of accused in respect of dispute of signature.

14. The accused has admitted that the Ex.P-1 cheque in question relates his account and further as per above discussion this court has come to the conclusion that the signature appearing on the cheque belongs to the accused. The same was returned with endorsement as Funds Insufficient. Importantly, the accused has denied that the cheque was issued to the complainant by him towards discharge of any existing liability. The accused has also denied the same while recording his substance of accusation and the incriminating circumstances against him while recording his statement under section 313 of Criminal Procedure Code. The cheque and signature of accused on it are supported by the endorsement issued by the bank since they have not endorsed contrary to the claim of the accused and issuance of endorsement by the bank itself denotes that the cheque in question belongs to the accused and relates to his account.

15. The learned complainant counsel has argued that the accused in order to defraud the complainant has not maintained sufficient funds in his account. As such this court is of the opinion that the Ex.P.1 cheque relates to the account of the accused and the signature Ex.P.1(a) on the cheque is that of the accused. Therefore the mandatory and statutory presumption under section 139 of Negotiable Instruments Act has come into play. As such, the presumption under Section 139 of Negotiable Instruments Act is drawn in favour of the complainant in so far as cheque and signature on it belongs to the accused.

16. Further, the accused has also denied due service of statutory notice on him. On perusal of Ex.P5 RPAD cover, the endorsement of the postal department is that “Addressee 7 days absent return to sender”. The address of the accused mentioned in the postal cover is K.Dhananjaya S/o Late A.N. Kadurappa, Aged about 45 years, Agriculturist and Business, Resident of Manjunathmurthy House, Kappagere Road, Goravinakallu, Hosadurga Town 577527. In the Ex.P-3 Notice it is mentioned as Sri.K.Dhananjaya S/o Late A.N. Kadurappa, Aged about 45 year, Agriculturist and Businessmen, Resident of Manjunathamurthy House, Kappagere Road, Goravinakallu, Hosadurga -577527. But in Ex.P-13 loan application form, the said address is not appearing. Likewise in the loan application form marked as Ex.P-14, it is mentioned as Krishi Nilaya, Goravinakallu, Hosadurga. In the complaint also the very same address mentioned. As per Ex.P-19 award the address of the

accused mentioned once again is Krishi Nilaya, Goravinakallu. In order substantiate that accused was residing in the address mentioned in the Statutory Notice, complaint and RPAD cover respectively, no other documents are produced by the complainant. As such, it can be presumed that since the accused was not residing at the address mentioned in the RPAD cover, Postal authority after visiting for 7 days continuously from 30.01.2018 to 06.02.2018, have endorsed that addressee absent. Even during the course of cross examination, PW-1 deposed that the accused was residing in the address mentioned in this case when loan was sanctioned. The same is also contrary to the documentary evidence produced by the complainant. The accused contended in his chief examination that summons of this case was served on him in the court when he has visited for other purpose. Hence, this court is of the conclusion that there was no due service of statutory notice on the accused.

17. Now the detailed explanation is required with respect to issuance of cheque by the accused towards discharge of his liability as alleged by the complainant. As per Ex.P-18 statement of account, the accused has availed loan of Rs.15,00,000/- having loan account No.2787 on 29.02.2012. The outstanding due as on 31.12.2017 as per endorsement written at the bottom of Ex.P-10 is Rs.24,82,745-00. As per Ex.P-17 which is savings bank account of accused, on 29.02.2012 loan amount of Rs.15,00,000/- was credited to the account of accused. On 29.02.2012 itself, the accused has

withdrawn about Rs.25,65,000/- for payment towards consideration amount for having purchased properties on the very same day, i.e., 29.02.2012 as per Ex.P-16 sale deed. However, as per Ex.P-18 statement of account, it appears that the accused was not diligent in clearing the loan amount.

18. Further question arises as to whether the accused has issued the cheque towards discharge of his liability. As already discussed, the outstanding loan to be cleared by the accused as on 31.12.2017 was Rs.24,82,745-00 as suggested by learned counsel for complainant to DW-1 as per para No.10. In the meantime, as per Ex.P-19 Assistant Registrar of Co-operative Societies has issued Award against the accused for recovery of sum of Rs.19,18,000/- dated 10.12.2014. In the statutory notice, complaint and chief examination of PW-1, there is no mentioning as to how they have calculated the due amount of Rs.10,00,000/- to be paid by the accused. As per Ex.P-19 itself, outstanding as on 10.12.2014 was Rs.19,18,000/-. Further, as per Ex.P-10, the outstanding amount due was Rs.24,82,745/- as on 31.12.2017. The cheque in question alleged to be issued by the accused on 22.12.2017 and it was presented on 24.01.2018. It is not the case of the complainant in the statutory notice or complaint averments that the cheque was issued towards part payment of the debt by the accused. It was introduced at the time of cross examination of DW-1 that after repeated demands, the accused has issued cheque in question for Rs.10,00,000/- on 22.12.2017 and assured to repay the balance amount periodically. The said

stand/contention is not at all appearing in the statutory notice or complaint. The complaint averments makes it clear that the accused was exact due of Rs.10,00,000/- being the outstanding loan amount. Nowhere it is stated that the Ex.P-1 cheque was issued towards discharge of part of liability. As such, the issuance of cheque by the accused towards discharge of such liability itself found liability.

19. Furthermore, there is no any suggestion or revealing of action taken by the complainant for recovery of alleged balance amount for all these 8 years. Further, there is no any document to show on the part of the complainant with regard to further action taken against accused for recovery of dues as per Ex.P-19 Award. The same makes this court to believe the version of accused that his cheques deposited towards security are misused by the complainant society. Even though it is suggested to DW-1 during the course of cross examination that as on 31.12.2017, the outstanding loan was Rs.24,87,745/- and several notices were issued to the accused, the complainant has not produced those notices issued to accused demanding to repay the outstanding amount. Hence, the claim of the complainant itself found doubtful with regard to issuance of cheque by the accused only for Rs.10,00,000/- when the outstanding amount was more than Rs.24 lakhs as on date of issuance of the cheque. As per Ex.P-19 award, the accused was placed ex-parte in the said proceedings. As such, the accused pleaded ignorance about award passed against him. Further, it is also not the case of the complainant and it is also not

mentioned in the complaint regarding earlier award passed against the accused in the year 2014. It appears that the complainant has not taken any steps pursuant to the Ex.P-19 Award. Therefore, this court is of the opinion that the accused has not issued the Ex.P-1 cheque towards discharge of alleged liability to the complainant. The accused found to be kept under dark and it is evident that there is no due service of statutory notice on the accused which did not provide him opportunity to give reply.

20. During the course of cross-examination of PW-1, the learned counsel for accused mainly stressed on the non service of statutory notice on the accused. As already discussed above this court has come to the conclusion that the complainant failed to establish proper service of statutory notice on the accused. It is to be noted that the PW-1 during the course of cross-examination has deposed that they have not made any entries with regard to issuance of cheque by the accused on 22.12.2017. But he further deposed that at the time of presenting the said cheque, they make entries in OBC records. But the complainant has not produced such OBC records before this court. Even both chief-examination and cross-examination of PW-1 do not reveal that the cheque in question was issued by the accused towards alleged part of payment of outstanding amount of Rs.24,87,745/-. Further it is also not on record as to what are all the action taken by the complainant against the accused towards recovery of balance amount till today from the accused. Non mentioning of material particulars

by the complainant that the cheque was issued by the accused towards part payment of outstanding has resulted fatal to the case of the complainant.

21. Furthermore, the complainant appears to have not taken any steps pertaining to award passed by the Assistant Registrar of Co-operative Society. As such, as contended by the accused there are probabilities that the complainant has misused the cheque issued by the accused towards security. Therefore, the accused has positively rebutted the presumption available in favour of the complainant. In this regard this court has relied on the following decisions:

A) As per the decision in the case of **APS Forex Services Pvt. Ltd Vs Shakthi international Fashion Linkers and others** reported in **(2020) 12 SC 1724,** it is held that, *the burden is on the accused to rebut the presumptions available U/ Sec.118 and 139 of NI Act Drawn in favour of complainant. As such, the court has to draw the presumption with respect to the existence of legally recoverable debt from accused from considering section 118 and 139 of Negotiable Instruments Act.*

In the instant case, the accused has though not got issued reply notice, he has lead evidence on his behalf and rebutted the case of the complainant. The documents produced and relied on by the complainant are found to be contrary to each other.

B) Hon'ble Gujarat High Court in the case reported in **Criminal** ***Appeal No.222 of 2011*** *in the case of* ***Dilipbhai***

Chimanbhai Patel Vs Haji Shabbirbhai Hasanbhai Vora,

11. Under section 139 of the Act, presumption is in favour of the holder of cheque that the cheque was issued for discharge in whole or in part of any debt or other liability unless contrary is proved. Therefore, presumption is rebuttable presumption. It is settled proposition that standard of proof to rebut the presumption is that of preponderance of probabilities. To disprove the presumption the accused has to bring on record such facts and circumstances upon consideration of which the Court may either believe that the consideration did not exist or its non-existence was so probable that a prudent man would under the circumstances of the case act upon belief that it did not exist. The accused is required to bring on record something which is probable for getting the benefit of shifting the onus of proving to the complainant. If the accused is able to raise probable defence which creates doubts about existence of legally recoverable debt, prosecution can fail. It is also settled proposition that in order to raise probable defence the accused is not required to enter into witness box or lead evidence, it can rely on the evidence produced by the complainant. Considering the allegations made in the complaint and notice Exh. 9 it emerges that the complainant alleged that the accused borrowed money from his father. In the cross-examination the complainant admitted that notice Exh. 9 did not indicate that the accused had transactions with him. Therefore, by cross-examination of the complainant the accused was able to bring on record the facts and circumstances that the cheque in question was not given towards discharge of *legally recoverable debt or liability. The accused was able to raise probable defence that the cheque in question was not given towards discharge of debt. Therefore, the burden shifted on the complainant to prove that the cheque was given towards legally recoverable debt or liability. The complainant did not produce any documentary evidence to show that there was existence of legally recoverable debt and the accused gave cheque towards discharge of such debt. Therefore, in my view, the complainant failed to prove that there was existence of legally recoverable debt and the cheque in question was given towards discharge of such debt or liability.*

C) **Criminal *Appeal No.636 of 2019*** in the case of ***Basavalingappa Vs Mudibasappa:*** In this case, the Hon'ble Supreme Court has held as under:

"27. Section 139 of the Act is an example of a reverse onus clause that has been included in furtherance of the legislative objective of improving the credibility of negotiable instruments. While Section 138 of the Act specifies a strong criminal remedy in relation to the dishonour of cheques, the rebuttable presumption under Section 139 is a device to prevent undue delay in the course of litigation. However, it must be remembered that the offence made punishable by Section 138 can be better described as a regulatory offence since the bouncing of a cheque is largely in the nature of a civil wrong whose impact is usually confined to the private parties involved in commercial transactions. In such a

scenario, the test of proportionality should guide the construction and interpretation of reverse onus clauses and the accused cannot be expected to discharge an unduly high standard of proof.

28. In the absence of compelling justifications, reverse onus clauses usually impose an evidentiary burden and not a persuasive burden. Keeping this in view, it is a settled position that when an accused has to rebut the presumption under Section 139, the standard of proof for doing so is that of "preponderance of probabilities". Therefore, if the accused is able to raise a probable defence which creates doubts about the existence of a legally enforceable debt or liability, the prosecution can fail. As clarified in the citations, the accused can rely on the materials submitted by the complainant in order to raise such a defence and it is conceivable that in some cases the accused may not need to adduce evidence of his/her own."

22. In view of the facts and circumstances and evidence adduced above along with above cited decisions, this court is of the opinion that the probabilities accused raised that cheque in question was issued towards security as per demand made by the complainant earlier. On the scale of preponderance of probabilities it can be believed that complainant has misused the cheque and presented the same for amount of Rs.10,00,000/- though the outstanding amount was Rs.24,87,745/- and there is no explanation with regard to recovery of further amounts. 23. Therefore,

the onus of proof which shifted on the accused to establish that the cheque in question was not issued by him towards any debt, he has convincingly rebutted the evidence adduced by the complainant. The accused is able to raise probable defense which created doubt about issuance of cheque by him to the complainant towards recovery of alleged amount. Further as could be seen from the evidence available from the record, the complainant instead of discharging his initial burden has conducted cross-examination of DW-1/accused at length in order to elicit from his mouth that he has issued cheque towards discharge of any liability. In that event the complainant has miserably failed to elicit from the accused which could assist the complainant in establishing his case. Hence, on appreciation of oral and documentary evidence the complainant has failed to prove that the accused has issued the Ex.P-1 cheque for discharge of legal recoverable debt. Further, the complainant has also failed to establish regarding service of statutory notice on the accused.

23. On the other hand, the accused has successfully rebutted the presumption as against the complainant available under Section 139 of Negotiable Instruments Act. Hence, the complainant has failed to prove and establish point No.1 in his favour. As such the accused is entitled to the order of acquittal. Accordingly, this court answered point No.1 in the **Negative.**

24. **Point No.2:** or the foregoing reasons and discussions made above, this court proceed to pass the following :-

ORDER

Accused found not guilty of the offence punishable under section 138 of Negotiable Instruments Act.

Acting under Section 255(1) of Criminal Procedure Code, the accused is hereby acquitted of the offence punishable under Section 138 of the Negotiable Instruments Act.

The accused is set at liberty forthwith.

(Dictated to the Stenographer directly on computer, transcription corrected by me and then pronounced in the open court on this the 12th day of August, 2026)

PRASANNAKUMAR C

Digitally signed by PRASANNAKUMAR C
Date: 2026.08.12 16:38:02 +0530

(Prasanna Kumar C.)
Prl.Civil Judge and JMFC.,
Hosadurga

:: **ANNEXURE** ::

I. List of Witnesses examined for Complainant:

PW.1 : L.Shylendra

PW-2 : Pradeep

II. List of documents marked for Complainant :

Ex.P1 : Cheque

Ex.P-1(a)	:	Signature of Accused
Ex.P-2	:	Bank Endorsement
Ex.P-3	:	Office copy of Statutory notice dated 29.01.2018
Ex.P.4	:	RPAD receipt
Ex.P-5	:	Unserved RPAD Postal cover
Ex.P-6	:	Resolution of the complainant society
Ex.P-7	:	Loan sanction intimation
Ex.P-8	:	Loan agreement
Ex.P-9	:	Demand Promissory Note executed by accused
Ex.P-10	:	Statement of loan account pertaining to accused
Ex.P-11	:	Account opening form of State Bank India
Ex.P-12	:	True copy of specimen signatures
Ex.P-13	:	Loan application form of the accused
Ex.P-14	:	Original Promissory Note
Ex.P15	:	Original Loan agreement
Ex.P-16	:	Original Mortgage deed
Ex.P-17	:	Account statement extract
Ex.P-18	:	Account statement extract
Ex.P-19	:	Award

(Ex.P-13 to 19 marked on confrontation)

III. <u>List of witnesses examined for Accused :</u>

DW-1 : K.Dhananjaya

IV. <u>List of documents marked for Accused :</u>

- Nil -

PRASANNAKUMAR C

Digitally signed by PRASANNAKUMAR C
Date: 2026.08.12 16:37:38 +0530

(Prasanna Kumar C.)
Prl.Civil Judge and JMFC.,
Hosadurga