IN THE COURT OF LAKSHAY GARG, JUDICIAL MAGISTRATE 1ST CLASS, CHARKHI DADRI (HARYANA), UID NO. HR-0594

HRCD030052842021

NACT/356/2021

Crl. Complaint No.	: 115-I of NI Act of 2021
Presented on	: 18.11.2021
Registered on	: 18.11.2021
Decided on	: 21.07.2026
Duration	**:** 4 years, 08 Months 03 days

Pawan, son of Dharmpal, resident of Village Chandeni, Tehsil & District Charkhi Dadri.

…..Complainant

VERSUS

Karambir son of Jogender Singh, resident of Village Lulaahir, Tehsil Kosli, District Bhiwani.

…..Accused

Complaint under Section: 138
of the Negotiable Instruments Act, 1881
SUMMARY TRIAL

Present: Complainant present with Ms. Kavita Sheoran, Advocate.
Accused on bail with Sh. Pankaj Singh, Advocate.

JUDGMENT

In brief, the present complaint u/s 138 of The Negotiable

Instruments Act, 1881(hereinafter referred as ‘The Act’) has been filed by the complainant with the allegations that the accused was having family terms with the complainant and complainant had deep faith in accused and due to this, the accused borrowed a sum of Rs. 2,74,000/- from the complainant for two weeks. At the time of borrowing of said amount, accused issued a cheque bearing No. 885899 dated 13.07.2021 of Rs. 2,74,000/- drawn on Oriental Bank of Commerce now merged in Punjab National Bank, Branch Office, Kosli pertaining to his account No. 14832191027916 and told the complainant to present the cheque in the bank for realization after two weeks. That the complainant maintained his account with Sarva Haryana Gramin Bank, Branch Office, Charkhi Dadri and presented the above said cheque issued by the accused in his said account and the same was sent to accused’s banker branch for clearance but the cheque in question was dishonoured by the banker of accused with the reason ‘Kindly Contact Drawer/Drawee bank and present again’ (however, in the complaint it is written as- “Funds Insufficient”) with vide return memo dated 03.08.2021. On that, the complainant informed the accused about the dishonour of the above said cheque then the accused told the complainant that due to financial problem, he could not arrange the amount of said cheque and told the complainant to submit the said cheque for clearance after two months. That upon the said assurance, complainant again presented the said cheque in his said account and same cheque was sent to accused's banker branch but it again dishonoured with remarks "Funds Insufficient" and a memo of dishonour dated 12.10.2021 was issued. That it is relevant to mention here that beside the aforementioned amount, accused had also borrowed a sum of Rs. 90,000/- on 22.05.2020 from the complainant.

Thereafter, complainant served a legal notice dated 22.10.2021 through his counsel to the accused calling upon him to pay the cheque amount but the accused has not paid the amount to the complainant. Hence, the complaint.

2. In the preliminary evidence, the complainant examined himself as CW1 and tendered his affidavit Ex.CW1/A in his examination-in-chief wherein he fully supported his complaint against the accused.

3. In his preliminary evidence, complainant tendered the following documents:-

Ex. CW1/A	Affidavit
Ex. C1	Original cheque bearing no. 885899 dated 13.07.2021 for amount of Rs. 2,74,000/-
Ex. C2	Return memo dated 12.10.2021
Ex. C3	Return memo dated 03.08.2021
Ex. C4	Legal notice dated 22.10.2021

Ex. C5	Postal receipt(s) dated 22.10.2021

4. Upon the presentation of complaint, notice was issued to the **accused Karambir.** Accused put his appearance alongwith his counsel and secured his bail.

5. Thereafter, notice of accusation was served upon the accused for having committed an offence under Section 138 of The Negotiable Instruments Act, to which he pleaded not guilty and claimed trial.

6. Thereafter, the plea of defence of accused **Karambir** under Section 263(g) Cr.P.C was recorded. The defence plea of the accused **Karambir** is as follows-

"The aforementioned cheque belongs to me and it bears my signatures upon it. All the other contents of the cheque are also in my handwriting. I had purchased a vehicle from the complainant on installments basis in the year 2015-16 for around Rs. 6,00,000/-. I had given the present cheque in question to the complainant as a security cheque for the above said transaction.

In the year 2020, my aforesaid vehicle got damaged in a road accident and due to this, I suffered serious ailment and I was on bed-rest for a period of one year. Thereafter, the complainant took the said vehicle from me. Thereafter, he has filed the present case by *misusing my cheque in question. I do not have any liability towards the complainant.”*

7. Thereafter, an application under Section 145(2) of the Act, was filed on behalf of the accused seeking complainant’s cross-examination and the cross-examination of complainant was conducted as CW1. Complainant has also examined CW-2 Sandeep and the complainant closed his evidence vide his separate statement dt. 09.02.2026.

In his post notice of accusation evidence, complainant tendered the following documents:-

Ex. CW1/A	Affidavit
Ex. CW2/A	Affidavit
Ex. C1	Original cheque bearing no. 885899 dated 13.07.2021 for amount of Rs. 2,74,000/-
Ex. C2	Return memo dated 12.10.2021
Ex. C3	Return memo dated 03.08.2021
Ex. C4	Legal notice dated 22.10.2021
Ex. C5	Postal receipt(s) dated 22.10.2021
Ex.C6	Agreement

8. In his defence, accused has examined himself as DW-1, after taking the necessary permission u/s 315 Cr.P.C. The accused closed his oral defence evidence on 19.03.2026 and the documentary defence evidence has been closed by the accused by his statement of even date.

The following documents were tendered by the accused:

Ex. D1	Original Form 29, 30
Ex. D2	Copy of MLR

9. Ld. counsel for the complainant while reiterating the averments of complaint argued that from the evidence brought on record, the complainant has been able to prove his case successfully. He argued that all the ingredients of Section 138 of The Act have been duly complied with. He argued that the accused was having family terms with the complainant and due to that the accused had borrowed an amount of Rs. 2,74,000/- from the complainant for a period of two weeks and at the time of borrowing the said amount, the accused had issued the cheque in question and an agreement was duly executed between the parties. He further argued that after the passage of two weeks when the complainant presented the cheque in question in his bank then it got dishonoured and upon the asking of accused, the complainant again presented the said cheque after a period of two months in his bank but the said cheque again got dishonoured. He further argued that the accused has not denied the execution of the present cheque in question. It was argued that the accused has concocted a false and frivolous defence story and has failed to prove it also. It was argued that the accused has produced false documents just to escape from his liability. He further argued

that the accused has not given reply to the legal notice sent upon him on behalf of the complainant despite receiving the same. It was also argued that the accused has not denied his signatures and thumb impressions upon the agreement Ex.C6. It was argued that the complainant witness CW2 Sandeep has duly supported the version of the present complaint and the accused has miserably failed to rebut the presumptions raised against him. He argued that complainant by leading cogent and convincing evidence has been able to prove the guilt of accused. He argued that the rules of presumptions lie in favour of complainant and accused miserably failed to rebut the presumption drawn in favour of complainant. With these submissions, he prayed that accused be held guilty.

10. On the other side, learned counsel for accused contended that the accused does not have any liability towards the present complainant. He argued that the accused has never borrowed the alleged amount of money from the complainant. That the accused had purchased a vehicle from the complainant on installment basis for an amount of Rs. 6,00,000/- and the installments qua the said vehicle was to be paid by the accused. It was argued that the present cheque in question was given by the accused to the complainant as a security cheque for the above said transaction relating to the vehicle. It was argued that in the year 2020, the accused got injured in a road

accident and the said vehicle of the accused was impounded by the Mining Department due to overload. It was argued that thereafter, the complainant Pawan came to his house and Pawan got the signatures of the accused on a blank paper. It was argued that the complainant has misused the present cheque of accused by filing this false complaint against him as the accused has never borrowed the alleged amount of money from the complainant. He further argued that the complainant witnesses have deposed falsely in their evidences. He further argued that the complainant Pawan had given the accused various documents regarding transfer of vehicle Ex.D1 (Form 29 & 30). He argued that the accused has been able to raise a probable defence in his favour. With these submissions, he prayed that accused be acquitted and complaint be dismissed.

11. I have heard the learned counsel for both the sides at length and carefully gone through the material placed on record.

12. For the offence under section 138 of the Negotiable Instruments Act, 1881 to be established, following ingredients must be duly established:

i) a person must have drawn a cheque;
ii) such cheque must have been drawn on an account maintained by such person with a bank;
iii) such cheque must have been drawn for payment of any amount of money to another person from out of that account for the discharge, in whole or in part of any debt or other liability;

iv) such 'debt or other liability' must be legally enforceable debt or other liability;
v) that cheque has been presented to the bank within a period of three months from the date on which it is drawn or within the period of its validity, whichever is earlier;
(vi) that cheque is returned by the bank unpaid, either because the amount of money standing to the credit of the account is insufficient to honour the cheque or that it exceeds the amount arranged to be paid from that account by an agreement made with the bank;
vii) the payee or the holder in due course of the cheque makes a demand for the payment of the said amount of money by giving a notice in writing, to the drawer of the cheque, within 30 days of the receipt of information by him from the bank regarding the return of the cheque as unpaid;
viii) the drawer of such cheque fails to make payment of the said amount of money to the payee or the holder in due course of the cheque within 15 days of the receipt of the said notice.

13. From the evidence placed on record, it is clear that the cheque Ex.C1 bears the date 13.07.2021 and the same was dishonoured due to the reason "**Kindly Contact Drawer/Drawee bank and present again** and **Funds Insufficient**" vide bank memo Ex.C3, C2 respectively. Thereafter, legal notice Ex.C4 was sent by the complainant to the accused calling upon him to pay the cheque amount within 15 days of the receipt of the same, but the accused has failed to make the payment despite receipt of notice. The present complaint has been filed within time.

14. Section 118 of the Act provides presumptions to be raised

until the contrary is proved (i) as to consideration, (ii) as to date of instrument, (iii) as to time of acceptance, (iv) as to time of transfer, (v) as to order of endorsements, (vi) as to appropriate stamps and (vii) as to holder being a holder in due course.

15. Section 118 of the Act inter-alia directs that it shall be presumed, until the contrary is proved, that every negotiable instrument was made or drawn for consideration. Section 139 of the Act stipulates that unless the contrary is proved, it shall be presumed, that the holder of the cheque received the cheque, for the discharge of, whole or part of any debt or liability. Meaning thereby that in a trial under Section 138 of the Act a presumption will have to be made that every negotiable instrument was made or drawn for consideration and that it was executed for discharge of debt or liability once the execution of negotiable instrument is either proved or admitted. As soon as the complainant discharges the burden to prove that the instrument was executed by the accused, the rules presumptions under Sections 118 and 139 of the Act help him shift the burden on the accused. The presumptions will live, exist and survive and shall end only when the contrary is proved by the accused, that is, 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.

16. To rebut the presumptions, the accused should bring on record such facts and circumstances, upon consideration of which, the court may either believe that the consideration and debt did not exist or their non-existence was so probable that a prudent man would under the circumstances of the case, act upon the plea that they did not exist.

17. After hearing learned counsel for both the parties and after taking into consideration the entire facts, circumstances, oral and documentary evidence available on record, this court is of the considered view that the complainant remained successful in proving his case and the accused has miserably failed to prove the defence taken by him. For proving his case, complainant himself stepped into witness box as CW1 and tendered his duly sworn affidavit Ex. CW1/A, in which he reiterated the entire assertion as made by him in his complaint. It was submitted that the accused in pursuance of repayment of his pre-existing liability towards the complainant has issued the present cheque in question but the said cheque got dishonored. It was contended that the accused is admitting his cheque and hence, presumption u/s 139 of The Act is raised against the accused, which he remained unsuccessful in rebutting it. Also, the witness CW2 Sandeep has supported the complainant's version.

18. On the other side, accused submitted that cheque in question

was never issued by accused in discharge of any legal debt or liability rather the same was given by him to the complainant for some other purpose. He further submitted that the complainant has failed to bring sufficient evidence on the record. He finally contended that accused has been able to raise a probable defence in his favour and he has successfully rebutted the presumptions drawn in favour of the complainant.

19. In the present case, the financial transactions between the parties are disputed. It has been averred from the complainant's side that the accused had borrowed an amount of Rs. 2,74,000/- from him for a period of two weeks and the present cheque in question was given by the accused on the same date of borrowing but the said cheque got dishonoured twice upon its presentation. That the accused has also executed an agreement, Ex.C6, qua his above said liability. While on the other side, it is the defence version that the accused had never borrowed the alleged amount of money from the complainant rather the accused had purchased a vehicle from the complainant for an amount of Rs. 6,00,000/- and the present cheque in question was given by the accused to the complainant as a security cheque regarding the said transaction between them. It was submitted that the complainant has misused the present cheque in question by filing this false complaint against the accused and the accused does not

have any kind of liability towards the complainant regarding the said cheque.

20. It is worthwhile here to mention that from the perusal of the plea of defence of the accused recorded under Section 263(g) Cr.P.C. and from his testimony as DW1, it transpires that the accused has neither denied the cheque in question nor his signatures upon it. It was categorically stated by the accused in the plea of defence that the present cheque in question pertains to him and that it is also having his signatures upon it. He further stated that all the other contents of the cheque are also in his handwriting. Similarly, accused DW1 Karambir has deposed in his testimony that the present cheque in question Ex.C1 is having his signatures upon it and that it is also in his handwriting. It is relevant here to mention that the accused has admitted the factum of issuance of present cheque in question. He has categorically admitted that the present cheque in question is bearing his signatures and also that all the other contents of the same are filled in his handwriting only. Hence, in the present case, the execution of the cheque is not in dispute. Furthermore, it is completely strange and surprising that why would a normal prudent person like the present accused give his duly filled cheque to some another person (complainant) when he (accused) does not have any kind of liability towards the said person (complainant).

21. It is the case of the complainant that the accused had borrowed an amount of Rs. 2,74,000/- from him on the date 13.07.2021 for a period of two weeks and that the cheque in question was issued by the accused on that date itself in addition to execution of an agreement for the same. It is pertinent here to mention that in order to prove his case, the complainant CW1 Pawan has himself stepped into the witness-box and he has duly supported the version of his complaint. The complainant has also got examined CW2 Sandeep to strengthen his case. CW2 Sandeep was the witness of the agreement Ex.C6. CW2 Sandeep has deposed that the accused Karambir had borrowed an amount of Rs. 2,74,000/- in cash from the complainant Pawan for a period of two weeks and for that purpose the accused gave a cheque to the complainant bearing No. 885899 pertaining to his account No. 14832191027916 belonging to Oriental Bank of Commerce, Branch Kosli, Rewari. He further deposed that an agreement was also executed on the same date i.e. 13.07.2021 and when the said agreement was being written then he (CW2 Sandeep) was also present there and he signed the said agreement being a witness. It was also deposed by him that accused Karambir had not repaid the said amount to the complainant. It is relevant here to mention that both of the above said witnesses have remained firm and consistent during their cross-examination and nothing fruitful could

be culled out by the learned defence counsel from their cross-examination.

22. The complainant has also brought an agreement Ex.C6 upon the case file to support his case. Perusal of the said agreement shows that it was executed between the complainant Pawan and the accused Karambir on the date 13.07.2021. As per its terms, the accused Karambir had borrowed an amount of Rs. 2,74,000/- from the complainant Pawan for his business and household expenses and in lieu of that Karambir had given his signed cheque bearing No. 885899 pertaining to his account No. 14832191027916 belonging to Oriental Bank of Commerce, Branch Kosli, Rewari and it was agreed by him that he would return the said amount till the date 26.07.2021 (i.e. within two weeks). That Pawan could recover the said amount by presenting the said cheque in his bank and in case, the said cheque got dishonoured then the complainant Pawan would be having all the rights to avail the appropriate legal remedy against the accused Karambir. The said agreement was signed by the complainant and it was also signed by the accused and the accused has also put his thumb impression upon it. The said agreement was also signed by two witnesses namely Sandeep and Naveen. It is relevant here to mention that the said document is clearly showing the fact that the accused had borrowed a certain amount of money from the

complainant and the present cheque in question was given by the accused himself to the complainant. It is worthwhile here to mention that the accused DW1 Karambir during his testimony has categorically deposed that upon the agreement Ex.C6, there are his thumb impressions and signatures. However, it was alleged by him that the complainant Pawan had got his signatures upon a blank piece of paper. However, in the considered opinion of this Court merely raising an assertion does suffice unless and until it is proved. The accused has not shown the efforts that he has made when he allegedly realized that the complainant had taken his signatures upon a blank piece of paper. The accused has not even moved any complaint to the concerned police authorities qua the above said fact. Hence, the said agreement Ex.C6 is duly proved to the satisfaction of this Court.

23. It is the defence version that the accused had purchased a vehicle from the complainant for an amount of Rs. 6,00,000/- and the present cheque in question is given in that regard to the complainant as a security cheque and that the complainant has misused the same by falsely imputing liability upon the accused. However, it was denied by the complainant that there was any transaction relating to a vehicle for an amount of Rs. 6,00,000/- between him and the accused rather it was deposed by the complainant CW1 Pawan in his cross-examination that a truck bearing No. 1163 was given by him to the

accused for an amount of Rs. 90,000/- and its first installment was to be paid by him (Pawan) and the remaining was to be paid by the accused Karambir. It is relevant here to mention that from the perusal of the paragraph No. 8 of the present complaint and affidavit Ex.CW1/A it transpires that the complainant has very clearly mentioned the fact that the accused was also having a sum of Rs. 90,000/- outstanding against him in favour of the complainant. The said fact was also mentioned by the complainant in his legal notice at Para No. 6 (Ex.C4). Hence, in the considered view of this Court, the accused has failed to discharge his burden of proof qua the alleged fact that he had taken a vehicle from the complainant for an amount of Rs. 6,00,000/-. Hence, from the above said discussion, it is clear that there was a transaction between the complainant and the accused qua a vehicle for an amount of Rs. 90,000/- but that transaction was in addition to the present borrowing transaction of Rs. 2,74,000/- (to which the present complaint pertains).

24. It is the defence version that the complainant has misused the present cheque in question by filing this false complaint against him. It is relevant here to mention that the accused has not preferred any kind of complaint to the concerned police authorities against the complainant for alleged misuse of his cheque. Accused was bound to explain what action he has taken once he found that his cheque has

been misused by the complainant. Admittedly, till today accused has not moved any application or complaint against complainant for misusing his cheque. If as a matter of fact, cheque was misutilized by the complainant, then accused as an ordinary prudent person was unlikely to have not responded. Nay it was impossible that he could have remained idle ordinarily unless he had any compelling reason. It is not understandable why accused remained silent? Why he has not taken any action against the complainant. No such reason is revealed. Conduct offers indications about the truth or otherwise of the contentions and existence or otherwise of facts. Section 114 of the Evidence Act mandates that a Court must be cognizant of the common course of natural things, human conduct and public and private business in their relationship to the facts of the particular case. So reckoned, it is only an unreasonable and puerile mind which will not attribute to the unexplained conduct of neither lodging any FIR or complaint nor instructing his bank to stop payment on such cheque, the importance and significance which it deserves.

25. Hence, from the above said discussion it comes out that the accused was having an outstanding legally enforceable liability for the present cheque towards the complainant and to discharge his said liability, he issued the present cheque in question but the same got dishonoured. The accused has failed to show sufficiently that he

has discharged his said legal liability. Hence, the accused has miserably failed to rebut the presumptions raised against him under The Act.

26. Legal notice was sent upon the correct address of accused. Postal receipt also placed on file. It is relevant here to mention that the accused DW1 has admitted the factum of receiving the legal notice in his evidence. Accused even failed to give any reply to the legal notice and if any person failed to give reply to the legal notice without any lawful justification then adverse inference is liable to be drawn against that person. Reliance in this behalf can be placed upon case titled as ***"Rangappa Versus Sri Mohan 2010(1) DCR 706"*** wherein it has been held that "the accused had failed to reply to the statutory notice under Section 138 of NI Act leads to inference that there was merit in the complainant's version. Apart from not raising a probable defence, the appellant accused was not able to contest the existence of a legally enforceable debt or liability.

27. In light of the above discussion and in the interest of justice, this court deems it prudent and justified to make the accused person liable for the offence u/s 138 of The Negotiable Instruments Act, 1881. Thus, there is sufficient evidence to hold that the cheque was issued by the accused Karambir in favour of the complainant in discharge of legal liability, which was dishonored and the accused

failed to make the payment of the cheque amount within the requisite period even after the legal notice, this court is of the considered opinion that the complainant has duly proved his complaint against the accused.

28. On the basis of the aforesaid discussion, the accused Karambir is held guilty for the commission of an offence punishable under Section 138 of the Negotiable Instruments Act, 1881 and is convicted thereunder. Let the parties be heard on the quantum of sentence after lunch.

Date of order: 21.07.2026

(Lakshay Garg),
Judicial Magistrate Ist Class,
Charkhi Dadri, UID No. HR0594

Note: This judgment contains ***twenty pages*** *and each page has been signed by undersigned.*

Pronounced on 21.07.2026

(Lakshay Garg),
Judicial Magistrate Ist Class,
Charkhi Dadri, UID No. HR0594

Present: Complainant present with Ms. Kavita Sheoran, Advocate.
Accused on bail with Sh. Pankaj Singh, Advocate.

No documentary defence evidence is present. Documentary defence evidence closed by accused vide his separate statement. Arguments heard. Order pronounced. Vide my separate judgment of even date the accused has been held guilty and convicted under Section 138 of Negotiable Instrument Act. Let the parties be heard on quantum of sentence after lunch.

Date of order: 21.07.2026

(Lakshay Garg),
Judicial Magistrate Ist Class,
Charkhi Dadri, UID No. HR0594

Present: Complainant present with Ms. Kavita Sheoran, Advocate.
Convict with Sh. Pankaj Singh, Advocate.

Heard on quantum of sentence. Vide my separate order of even date, convict is sentenced to **simple imprisonment for a period of two months alongwith compensation amount of Rs.3,56,200/- (Rupees Three lakhs fifty six thousand two hundred only), as per Section 143(1) of Negotiable Instruments Act read with Section 357(3) of Code of Criminal Procedure, to the complainant within one month from the passing of this order. The amount of compensation shall be recovered as per the provision of Section 421 of Cr.P.C. The period of custody if any already spent by convict during trial of the present case be deducted from the period of sentence of convict. The amount if any paid by convict during trial of the present case to complainant shall also be set off from the amount of**

compensation awarded to complainant. Copy of Judgment be provided to convict free of cost. File after needful be consigned to the record room. Pronounced in Open Court:

<u>Pronounced in Open Court:</u>

Date of order: 21.07.2026

(Lakshay Garg),
Judicial Magistrate Ist Class,
Charkhi Dadri, UID No. HR0594

Manjeet Steno-III

QUANTUM OF SENTENCE:

Present: Complainant present with Ms. Kavita Sheoran, Advocate.
Convict with Sh. Pankaj Singh, Advocate.

ORDER:

Arguments on the quantum of sentence heard. Statement of convict on quantum of sentence recorded. The convict vide his separate statement of even date stated he is the sole bread earner of his family. He is having old aged mother and children at home whose responsibilities are upon him. He stated that he stated that he is not a previous convict and he has also given an affidavit in this regard and prayed for a lenient view. Ld. Defence counsel even prayed that compensation if awarded may be restricted to cheque amount.

2. On the other hand, the learned counsel for the complainant argued that the case pertains to the year 2021 and the offence under section 138 of Negotiable Instrument Act is proved against the convict beyond doubt. Therefore, a lenient view in favour of the convict may not be taken and compensation may be awarded to the tune of double of cheque amount.

3. Heard. Keeping in view the fact and circumstances of this case, gravity of the offence & conduct of convict, the convict is sentenced to undergo **simple imprisonment for a period of two**

months alongwith compensation amount of Rs.3,56,200/- (Rupees Three lakhs fifty six thousand two hundred only), as per Section 143(1) of Negotiable Instruments Act read with Section 357(3) of Code of Criminal Procedure, to the complainant within one month from the passing of this order. The amount of compensation shall be recovered as per the provision of Section 421 of Cr.P.C. The period of custody if any already spent by convict during trial of the present case be deducted from the period of sentence of convict. The amount if any paid by convict during trial of the present case to complainant shall also be set off from the amount of compensation awarded to complainant. Copy of Judgment be provided to convict free of cost. File after needful be consigned to the record room.

Pronounced on 21.07.2026 **(Lakshay Garg)**
Judicial Magistrate 1st Class,
Charkhi Dadri
(UID No.HR0594)

Note: This judgment/order contains ***twenty four pages*** *and each page has been signed by undersigned.*

Pronounced on 21.07.2026 **(Lakshay Garg)**
UID No.HR0594
Judicial Magistrate 1st Class,
Charkhi Dadri

CIS No: NACT/356/2021
Pawan versus Karambir

Present: Convict with Sh. Pankaj Singh, Advocate.

An application for suspension of imprisonment till filing of appeal filed. Copy supplied. Heard. Considering that convict is sentenced to simple imprisonment for **simple imprisonment for a period of two months alongwith compensation amount of Rs.3,56,200/- (Rupees Three lakhs fifty six thousand two hundred only),** and the sentence awarded to the convict is not more than three years, the application is allowed and the sentence of the convict is hereby suspended **till 20-08-2026,** in order to enable him to file an appeal, subject to furnishing of bail bonds in the sum of Rs.50,000/- with one surety in the like amount. Bail bond and surety bond furnished, accepted and attested. The application in question and bonds alongwith the documents be separated from the main file. Now papers be put up on **20-08-2026.**

Dated:21.07.2026

(Lakshay Garg)
Judicial Magistrate Ist Class,
Charkhi Dadri
UID- HR0594

(Lakshay Garg),
JMIC,Charkhi Dadri/21.07.2026

IN THE COURT OF LAKSHAY GARG, JUDICIAL MAGISTRATE 1ST CLASS, CHARKHI DADRI (HARYANA), UID NO. HR-0594

HRCD030052842021

NACT/356/2021

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Pawan, son of Dharmpal, resident of Village Chandeni, Tehsil & District Charkhi Dadri.

…..Complainant

VERSUS

Karambir son of Jogender Singh, resident of Village Lulaahir, Tehsil Kosli, District Bhiwani.

…..Accused

Accused/convict is sentenced to undergo simple imprisonment for a period of two months alongwith compensation amount of Rs.3,56,200/- (Rupees Three lakhs fifty six thousand two hundred only), as per Section 143(1) of Negotiable Instruments Act read with Section 357(3) of Code of Criminal Procedure, to the complainant within one month from the passing of this order. The amount of compensation shall be recovered as per the provision of Section 421 of Cr.P.C. The period of custody if any already spent by convict during trial of the present case be deducted from the period of sentence of convict. The amount if any paid by convict during trial of the present case to complainant shall also be set off from the amount of compensation awarded to complainant.

(Lakshay Garg),
JMIC,Charkhi Dadri/21.07.206

(Lakshay Garg),
JMIC,Charkhi Dadri/ UID No. HR0594
21.07.2026