

**IN THE COURT OF THE ADDITIONAL CIVIL JUDGE AND
J.M.F.C., AT TARIKERE**

C.C.NO.1116/2021

Complainant: Savitha.N. W/o Pushpa Rajendra

Vs.

Accused : N.Chandru S/o Narimuttu

ACCUSATION

It is alleged by the complainant that, on 05.11.2020 you accused has borrowed a sum of Rs.5,00,000/- from the complainant to meet your financial, domestic and personal expenses agreeing to repay the said amount within three months with interest at the rate of 18% per annum and on the same day you accused has issued a post dated cheque bearing No.837118 dated 05.02.2021 for Rs.5,00,000/- drawn on Canara Bank Limited, Tarikere Branch and when the complainant presented the said cheque for encashment on 10.02.2021 through her banker Karnataka Bank Limited, Tarikere Branch, the said cheque returned unpaid with endorsement stating that "funds insufficient" in the account of you accused on 15.02.2021 and the same was received by the complainant on 16.02.2021 and thereafter the complainant has got issued legal notice to you accused on 19.02.2021, but the said notice was returned unserved with shara "unclaimed" and in spite of notice, you accused has failed to pay the cheque amount within the statutory period and thereby you accused has committed an offence punishable u/s 138 of Negotiable Instruments Act.

Q.1 : Do you understood the plea read over and explained to you?

Ans : ಹೌದು

Q.2 : Do you plead guilty or claim to be tried?

Ans : ಸುಳ್ಳು, ವಿಚಾರಣೆಯಾಗಬೇಕು

(Certified that the substance of the accusation is read over and explained to the accused in the open court in the language known to him and the answer given by him is recorded by me and the same is true and correct)

Dated : 28.06.2024

sd/-

(SHIVAKUMAR.R)

**c/c ADDL. CIVIL JUDGE AND
J.M.F.C., TARIKERE.**