

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

C.C.NO.1815/2022

Complainant: T.R.Krishnamurthy S/o Ramaiah

Vs.

Accused : Nagaraja S/o late Ningappa

A C C U S A T I O N

It is alleged by the complainant that, you accused approached and borrowed loan of Rs.15,00,000/- by way of cash from the complainant on 03.11.2021 and on the same day, you accused has issued a post dated cheque bearing No.052546 dated 03.02.2022 for Rs.15,00,000/- drawn on State Bank of India, B.H.Road, Tarikere Branch and when the complainant presented the said cheque for encashment on 04.02.2022 through his banker Bank of Baroda, Tarikere Branch, the said bank dishonoured and returned the said cheque to the complainant with an endorsement dated 21.02.2022 stating that "refer to drawer" and thereafter the complainant has got issued legal notice to you accused on 03.03.2022 and you accused intentionally refused the said notice and thereby the said notice was returned to the complainant on 14.03.2022 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 : Yes

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

Ans : claim to be tried

(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 : 15.04.2024

sd/-

(URMILA.V.)

ADDL. CIVIL JUDGE AND

J.M.F.C., TARIKERE.