

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

C.C.NO.2755/2021

Complainant: T.S.Gnaneshwara S/o Siddappa

Vs.

Accused : Navenraju.K.R. @ Auto Navena S/o Rajappa

A C C U S A T I O N

It is alleged by the complainant that, you accused has approached and borrowed a sum of Rs.3,50,000/- by way of cash from the complainant on 04.02.2021 in order to clear hand loan and for domestic purpose, agreeing to repay the said amount within six months and on the same day, you accused has issued a post dated cheque bearing No.896483 dated 07.08.2021 for Rs.3,50,000/- drawn on Vijaya Bank (now Bank of Baroda), Tarikere Branch and after six months on the request of you accused, when the complainant presented the said cheque for encashment on 16.08.2021 through his banker Union Bank of India, Tarikere Branch, the said bank returned the said cheque to the complainant with a shara issued by Union Bank of India, Shivamogga Branch dated 18.08.2021 stating "Drawers signature differs" and thereafter the complainant has got issued a legal notice to you accused on 30.08.2021 through his counsel and the said notice was served on you accused on 04.09.2021 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 : Claimed 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 :

sd/-

(URMILA.V)

**ADDL. CIVIL JUDGE &
J.M.F.C., TARIKERE.**