



IN THE COURT OF PRL CIVIL JUDGE AND JMFC.,
SAKALESH PURA

:-Present:-

SRI. LAKSHMI NARASIMHA R.V, B.A.L., L.L.B.,

Prl. Civil Judge & JMFC., Sakaleshpura.

Dated this the 16th Day of April, 2026

C.C.No.701/2024

Complainant : Sri. H.R. Ashoka,
S/o Late H.P. Revappa,
Aged about 65 years,
R/o Hadige village and post,
Hanubalu Hobli,
Sakaleshpura Taluk,

[Rep by Sri. S.V.S., Adv.]

V/s

Accused : Smt. Amrutha
W/o Late Ranganath,
Aged about 39 years,
R/at No.462/1, D. Subbaiah Road,
Chamaraja Mohalla,
Mysuru- 570024.

[Rep by Sri. R.J/D.J.T, Adv.]



1. Offence complained of : U/Sec 138 of NI Act
2. Plead of accused : Pleaded not guilty
3. Final order : Accused is Convicted

J U D G M E N T

This case is registered under section 200 of Cr.P.C., written complaint made by the complainant against the accused for the offence punishable under section 138 and 142 of Negotiable Instruments Act, 1881.

2. The case of the complainant is that the accused and himself are known to each other. The accused had promised to lease out a house in the month of October, 2023 and has taken a sum of Rs.6, 50,000/- towards advance amount for lease. Whereas, she has failed to lease the house and promised to repay the said amount within one month. Thereafter, the accused issued a cheque bearing No.'888383' dated 19.01.2024 drawn on Karnataka Bank, Devaraj Urs Road Branch, for Rs.6,50,000/- for encashment.



3. Further, the complainant presented the same with his banker Karnataka Bank, Sakaleshpura Branch, the same was returned unpaid on account of '**Funds Insufficient**' vide endorsement dated 30.01.2024. Hence, he approached the accused to repay the said amount, but went in vain. Thereafter, he has issued legal notice dated 06.02.2024 calling upon the accused to pay the amount covered under the cheque in question. The said notice was returned with remarks **Intimation Delivered** on 10.02.2024. The accused is well aware of the notice and she has intentionally has neither replied to the notice nor complied with the notice. As such the complainant constrained to file the present complaint.

4. On presentation of the complaint, this court has taken cognizance of the offence punishable under section 138 of NI Act. After issuance of summons, the accused has appeared before court and got enlarged on bail. Substance of accusation was read over and explained to her, she pleaded not guilty and claimed to be tried. Hence, it is posted for trial.



5. The complainant in order to prove his case, got examined himself as PW.1 by filing affidavit in lieu of examination in chief and got marked the documents at Ex.P1 to 5. After closure of the complainant's evidence, accused statement was recorded as contemplated under section 313 Cr.P.C. The accused has denied the incriminating circumstances found against her and submitted that she would lead defence evidence. Whereas, she has not adduced the defence evidence.

6. Heard arguments and perused the materials on record.

7. On basis of the materials of record, the following points would arise for determination:

1. Whether the complainant proves that the accused is liable to pay a sum of Rs. 6,50,000/- under the cheque was in discharge of the legal liability. As cheque was dishonored and even after service of notice, the accused has



failed to arrange for the same and thereby committed an offence punishable under section 138 of NI Act?

2. What order?

8. My answers to the above said points are as follows:

Point No.1 : In the *Affirmative*

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

::REASONS::

9. **Points No.1::** In order to prove the case of complainant, he got examined as PW.1 and filed affidavit in lieu of examination in chief by reiterating the complaint averments. The complainant has placed exhibits namely Ex.P1 is the Cheque bearing No.'888383' dated 19.01.2024, Ex.P.2 is the endorsement dated 30.01.2024, Ex.P.3 is the legal notice dated 06.02.2024, Ex.P4 is the Postal receipt, Ex.P5 is the returned RPAD Cover.



10. On perusal of the affidavit in lieu of examination in chief, PW.1 has reiterated the contents of the complaint. In the cross examination, Pw.1 has deposed that his wife is suffering from ill-health and in order to provide the treatment, they proposed to reside at Mysuru and they found through one of his friends that the accused is intending to lease out her house. Accordingly, he approached the accused and paid the lease amount in her favour. He has also deposed that the accused is running shop at Urs Road and he visited the shop also. The lease amount was fixed at Rs.16,50,000/-. Accordingly, Pw.1 has paid a sum of Rs.6,50,000/- by way of cash to the accused and a sum of Rs.5,00,000/- by way of cheque in favour of the son of accused by name Nihar. He has also agreed to pay the remaining amount after occupation of the house.

11. He has further deposed that The accused and her son visited the farm of the complainant on 02.10.2023 and has taken the monies. But thereafter, the accused did not get



vacate the earlier tenants and hand over the possession of the house inspite of repeated request. Pw.1 has denied the suggestion that he has not paid any monies to the accused. The learned counsel for the accused has suggested that the son of accused by name Nihar has repaid the amount of Rs.10,000/- on 18.10.2023 by way of Phone Pay and PW.1 has deposed that the said amount is towards preparation of lease agreement and not towards repayment of leased amount. He has denied all other suggestions made by the learned counsel for the accused.

12. The main contention of the accused is that there was no any agreement and transaction between the complainant and the accused. On perusal of entire cross examination, except general denials, the accused has not make out any specific grounds to prove that there were no any negotiations. The accused has also not suggested Pw.1 anything as to how the cheque in question went to the possession of the complainant. Under section 139 of NI Act, it



shall be presumed, unless the contrary is proved that the holder of a cheque received the cheque, of the nature referred to in section 138, for the discharge, in whole or in part, of any debt or other liability. In the case on hand, the accused has not brought any circumstances to prove that cheque was not issued towards legally enforceable debt or other liability. Moreover the accused has suggested PW.1 that son of the accused by name Nihar has repaid a sum of Rs.10,000/- by way of Phone Pay and Pw.1 has deposed that it was towards preparation of lease documents. Hence, it discloses that there was transactions towards the complainant and the accused. As such, the contention of the accused cannot be considered.

13. Another contention of the accused is that the complainant has filled up the cheque as there is difference between the signature and hand writing. The Hon'ble Supreme Court of India in a decision reported in **2021 SCC OnLine SC 75 (Kalamani Tex & anr V/s P.Balasubramanian)** has held that **“Even if we take the**



arguments raised by the appellants at face value that only a blank cheque and signed blank stamp papers were given to the respondent, yet the statutory presumption cannot be obliterated” The Hon'ble Apex Court in the said judgment has referred the decision reported in *(2019) 4 SCC 197 (Bir Singh V/s Mukesh Kumar)* wherein it is held that *“Even a blank cheque leaf, voluntarily signed and handed over by the accused, which is towards some payment, would attract presumption under Section 139 of the Negotiable Instruments Act, in the absence of any cogent evidence to show that the cheque was not issued in discharge of a debt.”* On perusal of the records, as stated supra, the accused has admitted that there was financial transaction towards lease of the amount. Though, the accused has suggested that her son Nihar has repaid part payment of Rs.10,000/- and PW.1 has deposed that it was for the preparation of lease documents, it is clear that the accused has not denied the



financial transaction. Hence, this Court is of the opinion that the accused has failed to rebut the presumption as contemplated under section 139 of NI Act.

14. At this stage, it is beneficial to mention herein that in order to constitute an offence under Section 138 of the Negotiable Instruments Act, 1881 the following ingredients are required to be fulfilled;

i. A person must have drawn a cheque on account maintained by him in a bank for payment of a certain amount of money to another person from out of that account;

ii. The cheque must have been drawn for discharge of existing debt or liability.

iii. Cheque must be presented within 3 months or within validity period whichever is earlier.

iv. Cheque must be returned unpaid due to insufficient funds or it exceeds the amount arranged.

v. Fact of dishonour be informed to the drawer by notice within 30 days.

vi. Drawer of cheque must fail to make payment within 15 days of receipt of the notice.



15. Keeping in view of above ingredients, if the present case is discussed, it is clear that the accused has issued the cheque dated 19.01.2024 in favour of the complainant at Ex.P1. The cheque issued is for the discharge of legal liability. Accordingly, the holder of cheque has presented the same with his banker, the same returned as 'Funds Insufficient' on 30.01.2024 at Ex.P2. Thereafter on 06.02.2024, he has issued the notice calling upon the accused to repay the said amount at Ex.P3. The same has been returned with remarks Intimation delivered on 10.02.2024 at Ex.P5, which is deemed service. Thus, it is clear that the complainant has succeeded to comply all the ingredients of section 138 of the NI Act.

16. Keeping in view of above facts and decisions, this court is of the opinion that the complainant has succeeded in proving his case with cogent materials. Further, the on perusal of the cross examination of PW.1, there are no any substantial materials so as to rebut the presumption under section 139 of Act. Accordingly, point No.1 is answered in the ***Affirmative***.



17. **Point No.2::** In view of the above discussion for point No.1, the accused is liable to be convicted for the offence punishable under section 138 of NI Act. This is the case of the year 2024. The accused has taken sufficient time to cross examine Pw.1 and adduce defence evidence and thereby caused delay in disposing of the case. It is just and necessary to consider the said factors and also the inflation. Hence, this court proceeds to pass the following;

::ORDER::

Acting under section 255(2) of Cr.P.C. accused is hereby convicted for the offence punishable under section 138 of Negotiable Instruments Act.

The accused is sentenced to pay fine of Rs. 9,80,000/- within one month from this day.

In default to pay the fine, the accused shall undergo simple imprisonment for a period of six months. Even if the accused undergoes imprisonment in default to pay the fine amount, the fine is still



recoverable in view of provision to section 421 of Cr.P.C.

It is further ordered that out of the fine amount, a sum of Rs.9,75,000/- shall be paid to the complainant as compensation under section 357 of Cr.P.C.

The rest of the amount Rs.5,000/- is ordered to be adjusted to the State Exchequer.

The bail bond of accused and surety shall stands canceled automatically on payment of the entire amount.

Office is directed to supply a free copy of judgment to the accused.

[Dictated to the stenographer directly on computer and then corrected by me and thereafter pronounced in the open court on this the 16th day of April, 2026]

[Lakshmi Narasimha R.V,]
Prl. Civil Judge and JMFC,
Sakaleshpura.

::ANNEXURE::

List of witnesses examined for the complainant:

PW1 : Sri. H.R. Ashoka



List of documents exhibited for the complainant:

- Ex.P1 : Cheque
Ex.P1(a) : Signature of accused
Ex.P2 : Endorsement
Ex.P3 : Legal notice
Ex.P4 : Postal receipt
Ex.P5 : Returned RPAD cover
Ex.P5(a) : Legal notice inside of RPAD cover

List of witnesses examined for the defence:

-NIL-

List of documents exhibited for the defence :

-NIL-

[Lakshmi Narasimha R.V,]
Prl. Civil Judge and JMFC,
Sakaleshpura.