KAHV510008052019

IN THE COURT OF II ADDL.SENIOR CIVIL JUDGE & J.M.F.C, RANEBENNUR

PRESENT: Sri. MANJUNATHA M.S., *B.A., LL.B.*
II Addl. Senior Civil Judge & JMFC.,
Ranebennur.

DATED THIS 1st DAY OF JUNE - 2026

C.C. No. 187 OF 2019

COMPLAINANT: Goutam Enterprises represented by its proprietor Mitesh S/o: Pannalal Sanghavi @ Jain, Age: 38 yrs, Occ: Business, R/o: Ranebennur, Dist : Haveri.

(Rep by Sri. P.V.K, Advocate).

//Versus//

ACCUSED:

1. Orison Hybrid Seeds, Bengaluru, represented by its seeds production Manager Sri. H.M. Badager, Age: 44 yrs, Occ: Manager Seeds production, C/o: # 790, 8th A cross, Sector A Yalahanka New Town, Bengaluru.

2. Nextgen Crop Science LLP, Bengaluru, represented by its Seeds production Manager Sri. H.M. Badager, Age: 44 yrs, Occ: Manager Seeds production, C/o: # 790, 8th A cross, Sector A Yalahanka New Town, Bengaluru.

3. Orison Hybrid Seeds, Branch at, Ranebennur, represented by its seeds production Manager Sri. H.M. Badager, C/o: B.M. Mavintop Building, Opp: Nandi Hospital, Raj-Rajeshwari Nagar, Ranebennur.

4. Sri. H.M. Badager, C/o: B.M. Mavintop Building, Opp: Nandi Hospital, Raj-Rajeshwari Nagar, Ranebennur.

5. Vijaykumar Biradar
Age; 50 yrs, Occ: Field Manager of Orison Hybrid Seeds, Bengaluru, R/o: Channeshwar Nagar, Opp: Surabhi Beauty Parlour, Ranebennur.

(A.1 to 5 by Sri by Sri. H.M.S, Advocate)

Offence complained	**:** U/Sec.138 of Negotiable Instrument Act.
Name of the complaint	: Mitesh S/o: Pannalal Sanghavi @ Jain.
Date of commencement of evidence	: 31-01-2019
Date of closing evidence	: 21-09-2024.
Opinion of the Judge	: Accused Nos.1 & 4 found guilty.

(MANJUNATHA M.S)
II Addl.Sr.C.J & JMFC.,
Ranebennur.

JUDGMENT

The complainant has filed this complaint U/Section 200 of Code of Criminal Procedure, alleging that the accused have committed the offence punishable U/Section 138 of NI Act.

2. **The sum and substance of the complaint is as follows:**

The complainant is permanent resident of Ranebennur and doing business in sale of coco-peat, agri mesh, mulch which are mostly used in production of seeds under proprietary concern by name Goutam Enterprises at Ranebennur. The accused No.1 is doing business in the field of production of seeds, 2nd accused is the sister of concern of accused No.1 and 3rd accused is branch office of 1st accused. Accused No.4 is working as Manager for seeds production of accused Nos.1 to 3. He is personally in charge of accused Nos.1 to 3. The accused No.5 is the field Manager of accused Nos.1 to 3. The accused Nos.4 and 5 have approached the complainant and placed order for supply of aforesaid goods. The complainant has supplied items worth ₹.7,30,274/- under Ex.P.11 to Ex.P.21 bills on various dates to the accused Nos.1 to 3. But the accused have failed to pay back the price of goods supplied to them on one or other pretext. After repeated demand, on 06-09-2018 the accused No.4 has issued three cheques on behalf of accused Nos.1 to 3 bearing No.(1)000453 dtd: 06-09-2018 for ₹.2,89,401/- (2) 000455 dtd: 20-09-2018 for ₹.2,57,514 and (3) 000456 dtd: 11-10-2018 for ₹. 2,89,401/-

for discharge of dues. Among them, the complainant has presented the cheque bearing No.000456 dtd: 11-10-2018 for ₹.2,89,401/- for encashment through his banker Axis Bank, Ranebennur Branch. But the said cheque came to be dishonored for the reasons "**Funds Insufficient**" as per Bank endorsement dtd: 06-12-2018, therefore, the complainant left with no other alternative has got issued legal notice to the accused persons on 21-12-2018 by way of RPAD and same was served to the accused on 04-01-2019. Despite of the service of notice, the accused have not paid the cheque amount and issued untenable reply. Thus, the accused have committed an offence punishable U/Sec.138 of Negotiable Instruments Act. Hence, filed the present complaint.

3. After filing of complaint, this court has taken cognizance of the offence punishable U/Sec.138 of Negotiable Instrument Act, sworn statement of the complainant was recorded. Being satisfied that there are prima-facie materials to proceed against accused persons, summons were issued. After appearance, the accused Nos. 4 and 5 were enlarged on bail and their plea was recorded U/Sec.251 of Cr.P.C. The accused have not pleaded guilty and submitted that they have defense to make.

4. As per the direction of Hon'ble Supreme Court in ***"Indian Bank Association V/s. Union of India and others reported in (2014) 5 SCC 590,*** the sworn statement of the complainant was treated as complainant evidence & got marked 29

documents as Ex.P.1 to 29. The defence counsel has fully cross-examined PW1. The statement of accused as contemplated U/Sec.313 of Code of Criminal Procedure was recorded. The accused have denied all the incriminating material appears against them in the complainant's evidence. Thereafter, the accused No.4 has led defence evidence as DW.1, but no documents were got marked on their behalf.

5. Heard the arguments of learned counsel for the complainant and the learned counsel for the accused has submitted written arguments and I have perused the materials available on record.

6. The points that arise for my consideration are as follows;

*1. Whether the complainant proves that the accused No.4 has issued cheque bearing No.000456 dtd:11-10-2018 for ₹.2,89,401/- drawn on HDFC Bank, Ranebennur Branch towards discharge of legally enforceable debt on behalf of accused Nos.1 to 3, which was returned unpaid on presentation for the reason **"Funds Insufficient"** and despite service of notice, they have not paid the cheque amount and thereby committed an offence punishable U/Sec.138 of Negotiable Instruments Act?*

2. What Order?

7. My answer to the above points is as follows;

Point No.1 : In the Affirmative.
Point No.2 : As per final order, for the following:

<u>R E A S O N S</u>

8. **<u>POINT NO.1</u>**: The complainant has filed this complaint alleging that, the accused have committed an offence punishable U/Sec.138 of N.I. Act. He pleads and asserts that, the accused have purchased materials under Ex.P.11 to P.21 for worth ₹.7,30,274/- from him and to pay back the price of goods purchased by them, the accused No.4 on behalf of accused Nos.1 to 3 has issued Ex.P.1 cheque, when he presented the said cheque for encashment through his banker, the same came to be returned unpaid with an endorsement ***"Funds Insufficient"*** on 06-12-2018. Thereafter, he got issued demand notice to the accused on 21-12-2018 by demanding the payment of cheque amount. Despite service of demand notice, the accused have not paid the cheque amount within 15 days, which gave raise cause of action to file this complaint.

9. To substantiate his case, the complainant himself stepped into witness box and examined himself as PW.1 and got marked Exs.P1 to P29. The complainant has reiterated the contents of the complaint in his affidavit evidence about supply of materials to the accused nos.1 to 3 under Ex.P.11 to Ex.P.21, issuance of cheque in question towards payment of portion of the said due amount by the accused No.4 and its dishonour for ***"Funds Insufficient"*** *and* issuance of legal notice to the accused calling upon them to pay the amount

covered under the said cheque and their failure to comply the same.

10. In this scenario, let me scrutinize the documents relied by complainant in order to examine the compliance of statutory requirements envisaged U/Section 138 of N.I. Act. Among them, cheque bearing No.000456 dtd: 11-10-2018 for ₹.2,89,401/-, drawn on Axis Bank, Ranebennur Branch, is marked as Ex.P1. Ex.P2 is the Bank Endorsement dtd: 06-12-2018 issued by Axis Bank, Ranebennur Branch. The contents of Ex.P2 disclose that the cheque bearing No.000456 dtd: 11-10-2018 drawn on HDFC Bank, Ranebennur Branch for ₹.2,89,401/- was dishonored for the reasons '**Funds Insufficient**". Ex.P.3 is the Legal Notice dtd: 21-12-2018, the recitals of Ex.P3 disclose that by issuing said notice, the complainant called upon the accused to pay the cheque amount of ₹.2,89,401/- within 15 days from the date of receipt of notice. Ex.P4 are the postal receipts, Ex.P5 to Ex.P.7 are the postal acknowledgments, which disclosed that demand notice has been served to the accused Nos.4 and 5 as well accused firm, Ex.P.8 and Ex.P.9 are the unserved postal covers, Ex.P.10 is the reply notice, Ex.P.11 to Ex.P.21 are the tax invoice/ credit bills, Ex.P.22 is the vakalath of accused No.4 and 5, Ex.P.23 is the certified copy of the order sheet in PC No.173/2022, Ex.P.24 is the certified copy of the private complaint filed in PC No.173/2022, Ex.P.25 is the certified

copy of deposition of CW.1 in PC No.173/2022, Ex.P.26 is the certified copy of cheque bearing No.000453 and Ex.P.27 is the bank endorsement, Ex.P.28 is the certified copy of the legal notice and Ex.P.29 is the certified copy of the reply notice. This complaint came to be filed on 31-01-2019. A careful scrutiny of the documents relied by the complainant goes to show that, statutory requirements of Sec.138 of Negotiable Instruments Act, have been complied with and this complaint is filed within the period of limitation. The complainant has discharged his initial burden by examining himself as PW1 and by production of documents.

11. The accused No.4 has denied the issuance of cheque in question for payment of due amount. He has put-forth his defense that, he had transaction with the brother of the complainant by name Sripal. In the year 2012, he has borrowed ₹.5,00,000/- from him. At that time, he has given two Axis Bank cheques and site documents to said Sripal for security of the loan. But he failed to repay the said loan amount within three months as agreed. Hence, said Sripal has sold his site to Meharwade and received amount from him. In the year 2016 he has purchased mulch, tray, coco-peat and other materials from Sripal and paid amount in cash towards the purchase of said items and there is no due on his behalf. During the said transaction, said Sripal has returned Axis Bank cheques which were taken in the year 2012 and obtained three

HDFC Bank, blank cheques for security from him. In the year 2017 all transactions with Sripal was closed. Thereafter, said Sripal has misused the said security cheques and filed the present case through his brother. Hence, cheque in question was not issued for discharge of any legally enforceable debt or other liabilities. As such, Sec.138 of N.I Act is not attracted to the cheque in question. Therefore the complaint is liable to be dismissed in limine on the said grounds. On these ground the accused prays to acquit them from the case.

12. In the backdrop of aforesaid rival contentions, this court has given anxious consideration to the materials on record. At the outset, it is pertinent to state that the accused No.4 has taken defense that, the brother of the complainant has misused security cheques which were issued in the year 2016. However, during the cross-examination, he denied the signature in Ex.P.1 cheque. Admittedly, Ex.P.1 cheque came to be dishonored for funds insufficient and not for signature differs as per Ex.P.2 Bank endorsement. That means, signature in the cheque tally with the specimen signature obtained at the time of opening of the Bank account. Furthermore, the accused have not summoned the specimen signature or Bank Manager to establish the signature in the cheque is not that of the accused No.4. Even the accused have not made any efforts to send the cheque for expert opinion to compare the disputed signature with the admitted signature. The signature in the

cheque and vakalathnama of the accused No.4 completely tallies each other on the face of it. It gives indication that, for the sake of defense the accused No.4 has denied the signature in Ex.P.1. Therefore, all these circumstances established that, signature in Ex.P.1 is that of the accused No.4 and for the sake of defense he denied it without disputing it seriously.

13. It is trite that, when the drawer has admitted the issuance of cheque as well as the signature present therein or it is established that, signature in the cheque is that of the accused, the presumption envisaged U/Sec.118 and 139 of Negotiable Instrument Act, would operate in favour of the complainant. At this juncture, it is worthy to cite the decision reported in **(2021) 5 SCC 283** in the case of **M/s Kalamani Tex and another V/s P. Balasubramanian,** wherein the **Hon'ble Supreme Court** has pleased to held that, the statute mandates that, once the signature (s) of an accused on the cheque/negotiable instrument are established, then these 'reverse onus' clauses become operative, such a situation, the obligation shifts upon the accused to discharge the presumption imposed upon him.

14. Therefore, once the drawer has admitted the issuance of cheque as well as on the signature present therein or it is established that, signature in cheque belongs to accused, then the presumption envisaged U/Sec.118 and 139 of NI Act would operate in favour of the complainant. The said

provisions lays down a special rule of evidence applicable to negotiable instruments. The presumption is one of law and thereunder the court shall presume that the Negotiable instrument was endorsed for consideration. So also, in the absence of contrary evidence on behalf of the accused, the presumption under section 118 and 139 of the NI Act, goes in favour of the complainant. In the case on hand, it is established that, signature in the cheque is that of the accused No.4. As such, presumption under Sec.118 and 139 of NI Act has to be drawn in favour of the complainant. Section 118 reads as here: - "That every negotiable instrument was made or drawn for consideration and that every such instrument when it has been accepted, endorsed, negotiated or transferred was accepted, endorsed, negotiated or transferred for consideration". Further Section 139 of the Negotiable Instruments Act provides for presumption in favour of a holder. It reads as here: - "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." A combined reading of above said sections raises a presumption in favour of holder of cheque that he has received the same for discharge in whole or in part of any debt or other liability.

15. No doubt, the said statutory presumptions are rebuttable in nature. It is for the accused to place cogent and probable

defence to rebut presumption raised in favour of the complainant U/Sec.118 and 139 of NI Act. As discussed above when the complainant has relied upon the statutory presumption enshrined U/Sec.118 R/W Sec.139 of NI Act. It is for the accused to rebut the said presumption with cogent and convincing evidence. To put it other way, the burden lies upon the accused to prove that, Ex.P1 cheque was not issued for discharge of any debt or liability, but the complainant has misused the blank security cheque which was issued to his brother during 2016. It is worth to note, that Section 106 of Indian Evidence Act, postulates that, the burden is on the accused to establish the fact which is especially within his special knowledge. This provision is exception to the General Rule that, the burden of proof is always on the prosecution to establish their case beyond all reasonable doubt. In view of the above matter, the burden is on the accused to prove that, during the transaction in the year 2016 he has issued blank cheques for security to the brother of the complainant and even there is no due on behalf of accused Nos.1 to 3, the brother of the complainant misused the cheque in question and filed the case through the complainant. Hence, Sec.138 of NI Act is not attracted.

16. To rebut the aforesaid statutory presumption and to prove his defense, the accused No.4 has stepped into the witness box and examined himself as DW.1. However, no

documents were produced and got exhibited on his behalf. The accused No.4 in his chief examination has reiterated his defense that, he had transaction with the brother of the complainant by name Sripal. In the year 2012 he had borrowed ₹.5,00,000/- from him. At that time, he has given two Axis Bank cheques and site document as a security to the said loan to Sripal. But he failed to repay the said loan amount within three months. Hence, said Sripal has sold his site to one Meharwade and received amount from him. Thereafter, in the year 2016 he has purchased mulch, tray, coco-peat and other materials from Sripal by paying the amount in cash. There was no due on behalf of the accused. During the said transaction, said Sripal has returned the Axis Bank cheques which were taken in the year 2012 and taken three HDFC Bank blank cheques from him for security. In the year 2017 all the transactions with the said Sripal was closed. Thereafter, said Sripal has misused the said security cheque and filed the present complaint through his brother.

17. During the cross-examination, the accused No.4 has admitted that, he received notice issued by the complainant and he replied the same through his Advocate Sannamani. He also admitted that, Vijaykumar Biradar is working as a field Manager in their company. He denied the suggestions that, they purchased mesh, mulch, coco-peat and other materials under Ex.P.11 to ExP.21 from the complainant and payment of

price amount of the said goods, he issued Ex.P.1 cheque. The learned counsel for the complainant posed the question that, how the cheque in question had gone to the custody of the complainant, for which he deposed that, in the month of August or September 2016 he has given the said cheque to Sripal, since he had financial transactions with him, he has issued the said cheque to him. He further stated that, in the month of September 2016, he borrowed ₹.5,00,000/- loan from Sripal. But he has not remember the exact date. The accused No.4 has further stated that, he used to do transaction with said Sripal in cash and carry. He used to purchase the items from Sripal in paying the amount in cash and there was no credit transaction with the complainant or Sripal.

18. On perusal of the cross-examination of DW.1 it appears that, the accused have claimed that, they had transaction with the brother of the complainant till 2016 that too said transaction was cash and carry, no credit business was made with the complainant or his brother. If really said transaction was done as cash and carry, question of issuing blank cheques for security does not arise at all. In cash and carry business, there is no necessity to issue blank cheque for security. DW.1 claims that, he had documents that he purchased the items on cash and carry. But he has not produced any documents to show that, during the year 2016 he purchased items by paying price by way of cash. On the other hand, the complainant has

produced tax invoice / credit bills marked at Ex.P11 to Ex.P.21 contending that, under said credit bills, he supplied materials on various dates to the accused Nos.1 to 3 firm as per the order placed by the accused Nos.4 and 5 on credit basis.

19. The complainant contended that, the said bills were maintained in the regular course of business and contained GST number and signature of accused No.5 having received the items from him. During the cross-examination, DW.1 denied that, Ex.P.11 to Ex.P21 bears the signature of accused No.5. However, the accused No.5 being the Field Manager of accused Nos.1 to 3 has not stepped in to the witness box to deny his signature in Ex.P.11 to Ex.P.21 Tax invoice/ credit bills and tender himself for cross-examination. Hence, an adverse inference has to be drawn that, Ex.P11 to Ex.P.21 bears the signature of accused No.5, therefore, he has not entered into witness box to deny his signature and tender himself for cross-examination. Ex.P.11 to Ex.P.21 clearly establish that, the complainant has supplied materials worth ₹.7,30,274/- to the accused No.1 to 3 on credit basis.

20. The accused persons claimed that, they had transaction with Sripal in the year 2016 and during the said transaction, issued blank cheques for security and cleared all the dues, since 2017 no transaction with Sripal. Admittedly, the cheque in question was presented on 05-12-2018. That means, the accused kept quite more than two years without taking any

action to take back the security cheques from said Sripal. They have not issued any notice to Sripal demanding him to return the blank cheques. Even they have not issued stop payment intimation to the Bank in respect of the said security cheques. Even after presentation of cheque and receipt of notice, the accused have not taken any action against the Sripal for misusing security cheques.

21. DW.1 admitted that, he received notice and replied the same through his Advocate Sannamani. Ex.P.3 is the demand notice, under which the complainant has demanded the payment of cheque amount. Ex.P.10 is the reply notice issued by the counsel for the accused Sri K.G. Sannamani. In the reply notice at para No.5 it is stated that, accused have made entire payment due to complainant and asked to return the said cheques. But complainant said that, the said cheques are not traced at, hence he assured to return the same after tracing. On the basis of good faith on the complainant, the accused have believed the words of the complainant. Thereafter, the complainant has misused the same and got issued this notice. In the reply notice, the accused have admitted the transaction with the complainant. But during the trial, the accused No.4 has taken total new defense, wherein he has put-forth defense that, he had transaction with Sripal and in the said transaction, he issued blank cheques for security. This shows that, stage

wise stage the accused have changing their defense. There is no uniformity in their plea.

22. Though the accused No.4 has contended that, he has borrowed loan of ₹.5,00,000/- from Sripal, in the year 2012. But no document has produced to prove the said transaction. The learned counsel for the defense in his written arguments has much relied on the stray admission of the complainant/ PW.1 at page No.13, para No.9, wherein the complainant stated that, ಆರೋಪಿ ಯಾವುದೇ ವಸ್ತುಗಳ ಕುರಿತು ಹಾಗೂ ಹಣದ ಕುರಿತು ಚೆಕ್ ನೀಡಿಲ್ಲ ಎಂದರೆ ನಿಜ. But such stray admission cannot be given much emphasis and evidence must be read and whole. The complainant consistently through out his cross-examination claims that, he has supplied material under Ex.P.11 to Ex.P.21 to the accused Nos1 to 3 and on behalf of accused No.1 to 3, the accused No.4 has issued cheque for discharge of dues. Under such circumstances, the stray admission referred by the defense counsel is no use of it.

23. During the cross examination of PW.1 at page No.8, the defense counsel suggested that, ಆರೋಪಿತರು ನನ್ನ ಬಳಿಯಿಂದ ತೆಗೆದುಕೊಂಡು ಹೋದ ವಸ್ತುಗಳಿಗೆ ಹಣ ಸಂದಾಯ ಮಾಡುತ್ತಿದ್ದರು. It is also suggested to PW.1 that, ನೀವು ಹಾಜರು ಪಡಿಸಿರುವ ಬಿಲ್ಗಳ ಕುರಿತು ವ್ಯವಹಾರ ಪೂರ್ಣಗೊಂಡಿದೆ. The said suggestions were denied by PW.1 in clear terms. But by suggesting so, the accused have admitted that, they have purchased the material under Ex.P.11 to Ex.P.21 from the complainant. Then the burden on them to

prove that, they have paid all due amount. But the accused have not produced any documents in this regard.

24. Furthermore, the accused No.4 contended that, there are other partners in the accused Nos.1 to 3 firm and they have not been made as accused in the case. But he has not stated their names. Even he has not produced partnership deed. On perusal of Ex.P.1, it appears that, cheque was drawn on an amount maintained in the name of accused No.1 Orison Hybrid Seeds LLP. The accused No.4 is the signatory of the said cheque. Admittedly, Ex.P.1 cheque was dishonored for funds insufficient not for signatures mandated by other partners. That means, the accused No.4 is the authorized signatory of accused No.1 and he is having authority to manage the bank account of accused No.1. Therefore, the accused No.1 being the drawer of cheque and limited liability partnership firm, the accused No.4 being the signatory of the cheque and authorized person of accused No.1 is vicariously liable for dishonour of cheque in question. Hence for the above said reasons, I am of the considered opinion that, the defense raised by the accused is not probable one. Thereby the accused have failed to rebut the presumption envisaged U/Sec.118 R/W Sec.139 of NI Act.

25. The accused No.2 is the sister concern of accused No.1 and accused No.3 is the Branch office of the accused No.1 and accused No.5 being the field manager are not vicariously liable for the offence U/Sec.138 of NI Act, as per law laid down by

the **Hon'ble Supreme Court** in **Alka Khandu Avhad vs Amar Syamprasad Mishra, (2021) 4 SCC 675,** since they are neither the drawer nor the signatory of the cheque.

26. From the discussion made supra, it is clear that, the accused neither taken probable defense nor taken step to prove the same. To put it other way, the accused have not taken and proved probable defence to rebut the presumption of law available in favour of the complainant, envisaged U/Sec.118 R/W Sec.139 of N.I. Act. Accordingly, the case of the complainant is acceptable one. The complainant has proved that, for discharge of dues on behalf of accused Nos.1 to 3, the accused No.4 has issued Ex.P.1 cheque and he has intentionally not maintained sufficient amount in their account to honour the said cheque. Hence, this **point No.1** under consideration is answered **in the Affirmative**.

27. **POINT NO.2**: In view of the reasons stated and discussed above, the complainant has proved the guilt of the accused punishable U/Sec.138 of N.I. Act. **Hon'ble Supreme Court of India** in a decision reported in, ***(2015) 17 SCC 368, in a case of H.Pukhraj Vs. D.Parasmal,*** observed that, having regard to the length of trial and date of issuance of the cheque, it is necessary to award reasonable interest on the cheque amount along with cost of litigation. Further the Hon'ble Apex Court in its recent decision in ***M/s. Meters & Instrument Pvt Ltd. Vs. Kanchana Mehta*** reported in ***(2018)1 SCC-560*** held

at para 18 that "The object of the provision being primarily compensatory, punitive element being mainly with the object of enforcing the compensatory element, compounding at the initial stage has to be encouraged, but is not debarred at later stage subject to appropriate compensation as may be found acceptable to the parties or the court." Therefore, keeping in mind, the time when the transaction has taken place and primary object of the provision, this court is of the opinion that, rather than imposing punitive sentence, if sentence of fine is imposed with a direction to compensate the complainant for its monitory loss, by awarding compensation U/Sec.357 of Cr.P.C, would meet the ends of justice. The amount covered under the disputed cheque is ₹.2,89,401/- and the date of the cheque is 06-09-2018 and the transaction taken place in the year 2018. By considering all these aspects, this court is of the opinion that, it is just and proper to impose fine amount of ₹.4,10,000/-, which includes interest and cost of litigation, out of which compensation of ₹.4,05,000/- has to be awarded to the complainant U/Sec.357 Cr.P.C and remaining fine amount of ₹.5,000/- (Rupees Five Thousand only) is defrayed to the State for the expenses incurred in the prosecution. Accordingly, this court proceeds to pass the following;

ORDER

Acting U/Section 255(2) of Criminal Procedure Code, accused Nos.1 and 4 are hereby convicted for the offence punishable

U/Sec.138 of Negotiable Instrument Act and accused Nos.1 and 4 are sentenced to pay fine of **₹.4,10,000/-** (Rupees Four Lakhs Ten Thousand only). In default thereof the accused No.4 shall undergo simple imprisonment for the term of six months.

Acting U/Section 357(1) (b) of code of criminal procedure, it is ordered that, ₹.4,05,000/- (Rupees Four Lakhs Five Thousand only), therefrom shall be paid to the complainant as a compensation, remaining fine amount of ₹.5,000/- (Rupees Five Thousand only) is defrayed to the State for the expenses incurred in the prosecution.

The complaint against accused Nos.2, 3 and 5 is dismissed as not maintainable.

Office is directed to supply free copy of the Judgment to the accused No.4.

(Directly dictated to the Stenographer through computer, typed by her, corrected by me and then Judgment signed and pronounced in the open court on this **1st day of June - 2026**).

(MANJUNATHA M.S)
II Addl. Senior Civil Judge & JMFC,
Ranebennur.

ANNEXURE

List of Witnesses examined on behalf of Complainant:

PW-1 : Mitesh S/o: Pannalal Sanghavi @ Jain,

List of Exhibits marked on behalf of Complainant:

Ex.P1	:	Original Cheque
Ex.P1(a)	:	Signature
Ex.P2	:	Bank endorsement

Ex.P3	:	Legal notice
Ex.P4	:	Postal receipts
Ex.P5 to 7	:	Postal acknowledgments
Ex.P8 and 9	:	Unserved postal covers
Ex.P.10	:	Reply notice
Ex.P.11 to 21	:	Tax invoices / credit bills
Ex.P.22	:	Vakalath
Ex.P.23	:	C.Copy of the order sheet in PC No.173/2022
Ex.P.24	:	C.Copy of the complaint in PC No.173/2022
Ex.P.25	:	C.Copy of the deposition in PC No.173/2022
Ex.P.26	:	C.Copy of the cheque
Ex.P.27	:	C.Copy of the Bank endorsement in PC No.173/2022
Ex.P.28	:	C.Copy of the notice in PC No.173/2022
Ex.P.29	:	C.Copy of the reply notice in PC No.173/2022.

List of Witnesses examined on behalf of the defense:

DW.1	:	H.M. Badager

List of Exhibits marked on behalf of defense:

….NIL….

II Addl. Senior Civil Judge & JMFC,
Ranebennur.