

**IN THE COURT OF 2nd ADDL. SENIOR CIVIL JUDGE AND JMFC
RANEBENNUR.**

C.C.No. 1053 of 2020

COMPLAINANT : Patsons Agri Exports,
Represented by its proprietor
Basavaraj S/o; Naganagouda Patil,
Age: 56 yrs, Occ: Agriculture
and another.

V/s

ACCUSED : 1. Sri. Karisiddeshwar Traders,
Active partner Hanumanthagouda
B Ramalingannanavar, Nehru
Market, Ranebennur,
R/o: 8th Main, 8th Cross, Mruthyunjaya
Nagar, Ranebennur and others.

* * * * *

STATEMENT OF THE ACCUSED U/SECTION.313 OF CR.P.C.

Q.1) Have you heard the evidence of the witness?

Ans:

Q.2) PW.1 states in his evidence that towards discharge of your liability, you accused have issued Ex.P1 cheque bearing No.002631 for sum of ₹.12,00,000/- dtd: 27-07-2019 drawn on Axis Bank Ltd, Branch Ranebennur, in favour of the complainant. What do you say?

Ans:

Q.3) PW.1 further states that as per your instruction, when he has presented the said cheque for encashment through his banker i.e., State Bank of India, Ranebennur Branch, the said cheque

was dishonoured and returned as per Ex.P2 with a shara
“Funds Insufficient and A/c Frozen”. What do you say?

Ans:

Q.5) PW.1 further states that after dishonour of cheque, he has issued legal notice to you on 09-10-2019 through RPAD calling upon you to pay the cheque amount and the said RPAD has been served to you, but you the accused persons have not complied the terms of demand notice and thus you the accused have committed an offence punishable U/Sec.138 of Negotiable Instruments Act. What do you say?

Ans:-

Q.6) Have you got anything more to say?

Ans:

Q.7) Are you having any evidence in your defence?

Ans:

(Certified that the above contents of the statement of the accused was read over and explained to the accused persons and their answers were recorded as per their say by me).

Place: Ranebennur.

Date : 28.03.2025.

(MANJUNATHA M.S)
2nd Addl. Sr.C.J. & JMFC,
Ranebennur.