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IN THE COURT OF THE PRL. CIVIL JUDGE & JMFC., AT : MULBAGAL

: **PRESENT** :

Sri. HARISH G. M.B.A. L.L.B.
Prl. Civil Judge & JMFC., Mulbagal.

Dated this the 9th day of June, 2026.

CRIMINAL CASE No.4624/2024

Complainant	:	**Sri. Adinarayana,** S/o Ramaiah, Aged about 43 years, Assistant Professor, R/at Shivakeshavanagar, Mulbagal Town and Taluk, Kolar District.

(Reptd., by Sri.**C.V.S.,** Advocate)

-Vs.-

Accused	:	**Sri. Ragavendra.T.N.** S/o T.K.Narayanaswamy, Aged about 40 years, R/at Teachers Colony Near St.ans School, Marriyappa New Building, Mulbagal Town and Taluk, Kolar District.

(Reptd., by Sri.**R.M.S.**, Advocate)

-0-0-0-

JUDGMENT

The Complainant has filed this private complaint U/Sec.200 of Cr.P.C., against the accused for the offence punishable U/Sec.138 of Negotiable Instruments Act, 1881.

2. The succinct account of the case of complainant is as under;

The accused known to the complainant long back, has approached for financial assistance of Rs.3,00,000/- from the complainant in month of April 2024 for his urgent family necessity. On considering said request, the complainant accumulated said amount and has lent Rs.3,00,000/- to the accused on 26.04.2024. The accused with a promise to repay within 3 months and towards repayment of said loan amount has issued a post dated cheque bearing No.029847 dated 29.07.2024 drawn on Axis Bank Ltd, Kolar branch for Rs.3,00,000/- on the date of lending itself. The complainant as per request of the accused, presented the said cheque for encashment through his banker, State Bank of India, Mulbagal branch on 29.07.2024 and same has been dishonoured with an endorsement "**Account Blocked situation covered in 2125**" on 30.07.2024. This compelled the complainant to issue legal notice to the accused on 03.08.2024 calling upon him to make payment of cheque amount within 15 days from the date of receipt of notice. Said notice was returned unserved on 12.08.2024. Even then, the accused failed to make good the cheque amount. Therefore, the accused has committed an offence punishable U/Sec.138 of NI Act. Hence, this complaint.

3. After taking cognizance, sworn statement of the complainant was recorded and considering the fact that, there were sufficient incriminating materials to proceed against the accused, process was issued. The accused appeared through his counsel in pursuance of summons and got enlarged himself on bail.

4. The prosecution papers were furnished to the accused in compliance of U/Sec.207 of Cr.P.C.

5. Substance of the accusation was recorded, read over and explained to the accused, who pleaded not guilty and claims to be tried. It is stated that, he has got a defence to make. Hence, the case is posted for complainant’s evidence.

6. As per the decision of Hon'ble Supreme Court of India reported in **(2014) 5 SCC 590 (Indian Bank Association -Vs.- Union of India)**, the sworn statement of the complainant is treated as evidence of the complainant, who got marked the documents at Ex.P1 to Ex.P5(a) and closed his side. The learned counsel for accused during cross examination of PW.1, confronted documents at Ex.D1 to 3.

7. The accused has been examined U/Sec.313(1)(b) of Cr.P.C. Incriminating materials appearing in the complainant's evidence has been brought to the notice of the accused, who denied the same and chosen to lead defense evidence.

8. The accused though initially submitted to lead evidence, not chosen examine afterwords.

9. Heard arguments of learned counsel for the complainant and learned counsel for the accused and also perused the evidence and documents placed on record.

10. Upon hearing arguments and on perusal of materials placed on record, following points arise for consideration;

1. Whether the complainant proves beyond all reasonable doubt that, the accused had issued a post dated cheque bearing No.029847 dated 29.07.2024 for a sum of Rs.3,00,000/- drawn on Axis Bank Ltd, Kolar branch towards discharge of legally recoverable debt to the complainant, and when it was presented through his banker, State Bank of India, Mulbagal branch, same has been dishonoured for the reason "**Account Blocked situation covered in 2125**" on 30.07.2024, then inspite of issuance of notice to accused on 03.08.2024 and same was returned unclaimed on 12.08.2024, the accused has not paid the cheque amount within the prescribed period and thereby

committed an offence punishable U/Sec.138 of NI Act?

2. What order?

11. After careful observations of evidence and after hearing both sides, my findings to the above points are as under;

Point No.1	:	In the **Negative**
Point No.2	:	As per the final order, for the following;

R E A S O N S

12. **Point No.1:** Existence of legally recoverable debt is a **sine qua non** for prosecuting the case U/Sec.138 of N.I. Act. For the convenient purpose, the essential ingredients so as to constitute an offence U/Sec.138 of N.I. Act., is summarized as below:

1. **That there must be a legally enforceable debt.**
2. **That the cheque was drawn from the account of bank of drawer for discharge in whole or in part of any debt or other liability, which pre-supposes the legally enforceable debt.**
3. **That the cheque so issued has been dishonoured due to insufficiency of funds or others.**

13. It is the specific case of the complainant that, the accused has borrowed a sum of Rs.3,00,000/- from him on

26.04.2024 for his urgent family necessity and in order to repay the same, the accused has issued a post dated cheque in question dated 29.07.2024 in his favor on the date of lending itself. When the complainant presented said cheque for collection, same was returned for reason 'Account Blocked situation covered in 2125' on 30.07.2024. The accused not claimed notice and failed to make payment of cheque amount.

14. The burden casted upon the complainant to prove that, he has duly complied the mandatory requirements of Sec.138 & 142 of N.I. Act and also to prove the existence of legally recoverable debt under the disputed cheque.

15. In order to prove his case, the complainant examined himself as PW.1 and reiterated the averments of complaint in his examination-in-chief and got marked documents at Ex.P1 to P5(a). Ex.1 is the disputed cheque No.029847 dated 29.07.2024 for a sum of Rs.3,00,000/- drawn on Axis Bank Ltd, Kolar branch. Ex.P1(a) is signature of accused. Ex.P2 is Return Memo Report dated 30.07.2024, which reveals that, Ex.P1 cheque had been dishonoured for reason **'Account Blocked situation covered in 2125'.** Ex.P3 is the office copy of legal notice dated 03.08.2024 issued in favour of the accused to pay cheque amount within 15 days from the date of said notice. Ex.P4 is the postal receipt. Ex.P5 is portal cover returned unclaimed by the accused and Ex P.5(a) is the notice found in Ex.P5 postal cover. The complainant presented this complaint on 23.09.2024.

Thereby, the complainant has duly complied with the mandatory provisions of Sec.138 & 142 of NI Act. On the other hand, the accused though initially opted to lead evidence has not adduced evidence on his side.

16. The learned counsel for complainant has vehemently argued that, having intimacy among the parties, the accused availed hand loan of Rs.3,00,000/- from the complainant with a promise to repay the same within 3 months. In order to repay the said loan, the accused has issued Ex.P1 post dated cheque in favour of the complainant. The said cheque was returned for Account Blocked. Ex.P3 notice not claimed by the accused. In order to prove his case, the complainant examined himself as PW.1 and got marked documents at Ex.P1 to P5. The ingredients of Sec.138 & 142 of NI Act., are duly complied by the complainant. The accused has not at all disputed cheque in question which contains his signature. On the other hand, the accused has not entered into the witness box to establish his defence. Nothing contrary has been elicited by the counsel for the accused during cross-examination of PW.1. Therefore, the accused has failed to take probable defence in support of his contention. On these grounds, prays to convict the accused.

17. Per contra, the learned counsel for the accused has argued in force that, there is no any financial transaction of Rs.3,00,000/- between the complainant and accused as alleged. Rather cheque in question was issued as security towards chit transaction run by the accused. PW.1 in not a layman, he is a government employee aware of money lending business has not sought permission from the government under Karnataka Servants' Conduct Rules for lending such huge amount. PW.1 in his cross examination stated that the accused availed loan stating his wife is in the hospital, but complaint averments disclose otherwise that urgent family necessity. PW.1 further admitted that disputed transaction in question is not disclosed in his income tax returns. The materials elicited during the course of cross examination of P.W.1 is sufficient to disbelieve the entire case of the complainant. The complainant has failed to produce any cogent and relevant documents to show the alleged loan transaction. The accused has successfully rebutted the presumption as per section 118 and 139 of NI act and burden is shifted to complainant to prove his case by cogent evidence. The complainant utterly fails to establish the case either by documentary evidence or by oral evidence. The accused has successfully proved that there is no transaction. According to him accused is entitle for acquittal.

18. It is the important contention of the accused that, he had not issued the cheque to discharge the alleged loan-legally recoverable debt as contended by the complainant. However it is contended by the accused that cheque in question was issued in favour of the complainant towards chit fund. This contention of the accused essentially signifies that the accused has admitted that Ex.P.1/cheque belongs to him, his signature thereon and issuance of same in favour of the complainant. Hence, it is not in dispute that Ex.P1 cheque belonging to the accused, it bears his signature and issuance. Thus, the complainant has discharged initial onus laid on him. When the complainant has discharged his initial onus, it raises presumption under Section 118(a) and 139 of Negotiable Instruments Act. Various authorities make it obvious that, presumption under Sections 118 and 139 of Negotiable Instruments Act, indeed does extend to the existence legally recoverable debt. Of course, the said presumption is rebuttable one. Accused has to rebut the presumption by taking probable defence that there is no legally enforceable debt as alleged and to establish the circumstances in which the cheque in question has reached the hands of the complainant.

19. The Negotiable Instruments Act., raises two presumptions. One contained in Section 118 and the other in Section 139 thereof. For the sake of convenience, Section 118(a) of the N.I. Act is extracted here below;

> "**118. Presumptions as to negotiable Instruments** --- Until the contrary is proved, the following presumptions shall be made;--
>
> (a) of consideration 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.
>
> To (g) . . . .

> Provided that where the instrument has been obtained from its lawful owner, or from an person in lawful custody thereof, by means of an offence of fraud, or has been obtained from the maker or acceptor thereof by means of an offence of fraud, or for unlawful consideration, the burden of proving that the holder is a holder in due course lies upon him."

20. Further, Section 139 of the Negotiable Instruments Act., reads as under:

> **"139. Presumption in favour of holder.** 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."

21. There are long line of decisions rendered by the Hon'ble Apex Court interpreting the scope and ambit of Section 118 and Section 139 of Negotiable Instruments Act. Let me place reliance recent decision of Hon'ble Apex Court in a case ***Rajesh Jain V. Ajay Singh****, reported in* ***(2024) 1 SCC (Crl.) 1*** at paragraphs 33, 34 and 35 has observed as under:

> "33. The NI Act provides for two presumptions:
>
> Section 118 and Section 139. Section 118 of the Act inter-alia directs that it shall be presumed, until the n contrary is proved, that every negotiable instrument was made or drawn for consideration. Section 139 of the Act stipulates that "unless the contrary is proved, it shall be presumed, that the holder of the cheque received the cheque, for the discharge of, whole or part of any debt or liability". It will be seen that the "presumed fact" directly relates to

> one of the crucial ingredients necessary to sustain a conviction under Section 138.
>
> 34. Section 139 of the NI Act, which takes the form of a “shall presume” clause is illustrative of a presumption of law. Because Section 139 requires that the Court “shall presume” the fact stated therein, it is obligatory on the Court to raise this presumption in every case where the factual basis for the raising of the presumption had been established. But this does not preclude the person against whom the presumption is drawn from rebutting it and proving the contrary as is clear from the use of the phrase “unless the contrary is proved”.
>
> 35. The Court will necessarily presume that the cheque had been issued towards discharge of a legally enforceable debt/liability in two circumstances. Firstly, when the drawer of the cheque admits issuance/execution of the cheque and secondly, in the event where the complainant proves that cheque was issued/executed in his favour by the drawer. The circumstances set out above form the fact(s) which bring about the activation of the presumptive clause. [Bharat Barrel & Drum Mfg. Co. v. Amin Chand Payrelal."

22. Above referred dictum has been quoted with approval by Hon’ble High Court of Karnataka in **Criminal Appeal No.508 of 2015 dated 14/06/2024** has held as under:

> “Thus by applying the aforesaid principles laid down in the aforesaid judgment. Once the complainant discharges the burden to prove that Ex.P1 the cheque was issued by the accused for discharge of debt, the presumption arises under Section 139 of the NI Act. Though the accused set upto a defence of issuing a

> cheque by way of security for loan of Rs.50,000/- but, that defence has remained as defence without any proof. That means, evidential burden which was cast on accused is not properly discharged by her.
>
> 19. The peculiar effect of the presumption of law is, merely to invoke a rule of law. The standard of proof which was to be discharged by the accused is heavy on the accused. But, except her self-serving evidence, there is no evidence placed n record either oral or documentary. As it is a rebuttable presumption and to prove the contrary, it was open for the accused to raise a probable defence. In this case, except setting up of a defence of issuing a cheque, by way of security, no other defence has been set up by the accused which in my opinion is not duly proved in accordance with law. No direct evidence has been adduced by the accused. The evidence so adduced by her is not acceptable. When she admits her signature on the cheque and issuance of the said cheque, then the presumption definitely arises in favour of the complainant."

23. No doubt, the presumptions raised under Section 118 and 139 are rebuttable in nature. As held in **MS Narayana Menon -Vs.- State of Kerala** reported in **(2006) 6 SCC 39**, and also in case of **Basalingappa -Vs.- Mudibasappa** reported in **2019 (5) SCC 418**, a probable defence needs to be raised, which must meet the standard of "**preponderance of probability**", and not a mere possibility. These principles were also affirmed in the case of **Kumar Exports case**, wherein it was further held that bare denial of passing of consideration would not aid the case of the accused.

24. It is also necessary to note here that accused has to show preponderance of probabilities in his favour has to bring on record such facts and circumstances which may lead court to come to conclude either that consideration did not exist or that its non existence was so probable that prudent man would believe under circumstances of the case, mere denial would not fulfill requirements of rebuttal as held in case of **Rohitbhai Jivanlal Patel -Vs.- State of Gujarath and another** reported in **(2019) 18 SCC 106**. By keeping in mind of above proposition, let me advert my attention to see whether the accused has rebutted the said presumption or not.

25. It is pertinent to consider that the complainant has placed on record, Ex.P.2 bank memo issued dated 30.07.2024 which reveals that, Ex.P.1 cheque had been dishonoured with an endorsement 'Account blocked situation covered in 2125'. It is also worthwhile to note that there is a presumption under Section 146 of Negotiable Instruments Act, 1881 regarding Ex.P.2 Bank slip, which is prima facie evidence of dishonour of cheque for the reasons mentioned therein.

26. Section 146 of Negotiable Instruments Act is couched in mandatory language. Of course, presumption arising under Section 146 of Negotiable Instruments Act is rebuttable one. It is for the accused to rebut the said presumption by placing sufficient material on record. It is also important to note that the learned counsel for the accused has cross-examined the PW.1 touching various aspects of the case. He has not at all cross-examined the complainant in respect of Ex.P2 i.e., memo issued by the Bank. This document is not at all denied by the accused either during the cross examination or at the subsequent stage. Under such circumstances, it is to be held that accused has failed to rebut the presumption arising under Section 146 of Negotiable Instruments Act, 1881 in respect of bank slip Ex.P2.

27. Now let me discuss whether accused able to rebut the presumption operating in favour of the complainant by raising probable defense. Firstly, the learned counsel for accused seriously contended that that accused and one Srinivas who are running chit fund have obtained alleged cheque in question as security towards said chit subscribed by the accused.

28. It is also prime important to consider that, learned counsel for the accused during the course of cross-examination of PW.1 has put forth the defence of the accused bit by bit. PW.1 admitted that the accused clearly admitted fact of he is an Assistant Professor working at Government Collage, Mulbagal. Though PW.1 admitted that he being employee of the state government is governed by the Karnataka Civil Servants Conduct Rules, but pleaded ignorance of permission. The complainant is not layman, he is a government employee, having knowledge of money and banking transaction. The complainant being employee of the state government is governed by the Karnataka Civil Servants Conduct Rules which prescribes the mode of lending and borrowing. There is nothing on record to show that the prescribed mode was followed.

29. The complainant also clearly admitted that he has no other source of income than salary. It is for the first time during his cross examination, PW.1 deposed that one person came together with the accused while approach for loan as well on lending. However, PW.1 pleaded ignorance of said person. The learned counsel able to elicit source of said amount lent by drawing from savings bank account on different dates. The relevant portions of cross examination of PW.1 is reiterated as under:

“ ನಿಮಗೆ ಬ್ಯಾಂಕ್ ಖಾತೆ ಇರುತ್ತದೆಯಾ ಎಂದರೆ ಇರುತ್ತದೆ . ಆರೋಪಿಗೆ ನೀಡಿದ್ದೇನೆ ಎನ್ನಲಾದ 3 ಲಕ್ಷ ಹಣವನ್ನು ಬ್ಯಾಂಕ್ ಖಾತೆಯಿಂದ ತೆಗೆದುಕೊಂಡು ಬಂದಿರುತ್ತೀರಾ ಎಂದರೆ ಹೌದು, ಅದನ್ನು ಬೇರೆ ಬೇರೆ ದಿನಗಳಲ್ಲಿ ತಂದಿರುತ್ತೇನೆ. ನಾನು ಯಾವ ದಿನದಂದು ಎಷ್ಟು ಹಣ ಬ್ಯಾಂಕಿನಿಂದ ತಂದಿರುತ್ತೇನೆಂದು ಹೇಳಲಾಗುವುದಿಲ್ಲ. ನನ್ನ ಬಳಿ ಈಗ ಇರುವ 5 ಲಕ್ಷವನ್ನು ಯಾವ ದಿನಾಂಕ ಬ್ಯಾಂಕಿನಿಂದ ತಂದಿರುತ್ತೀರಿ ಎಂದರೆ ಒಂದೂವರೆ ತಿಂಗಳ ಹಿಂದೆ ಬ್ಯಾಂಕಿನಿಂದ ತಂದಿರುತ್ತೇನೆ. ನಾನು ಮನೆ ಕಟ್ಟುವ ಸಂಬಂಧ 5 ಲಕ್ಷ ತಂದಿದ್ದು ಈಗ ಮನೆಯ ಮೊಲ್ಡ್ ಕೆಲಸ ಮಾತ್ರ ಮುಗಿದಿರುತ್ತದೆ. ”

30. The above elicitation in the cross-examination of the complainant make it crystal clear that, PW.1 having only source of income by salary and has drawn amount lent to the accused from his bank account. Nonetheless, PW.1 has not at all stated how much amount withdrawn from the bank and date of such withdrawn. These elicitation in his cross-examination also make it lucid that, complainant has not at all produced his bank statement to establish his source of funds to lend the cash of Rs.3,00,000/- to the accused as alleged. In these facts and circumstances, let me examine whether placing the record to establish source of funds /financial capacity is the sine qua non or not. Hon'ble Supreme Court of India in a decision reported in **(2015) 1 SCC 99 (K. Subramani Vs. K. Damodara Naidu)** even after referring the decision reported in **AIR 2010 SC 1898 (Rangappa Vs. Mohan)** has held as under:

> “Three Judge Bench of this Court in the decision in Rangappa case (supra) laid down that the presumption mandated by Section 139 of the N.I. Act includes a presumption that there exists a legally enforceable debt or liability and that is a rebuttable presumption and it is open to the accused to raise a defence wherein the existence of a legally enforceable debt or liability can be contested. Relying on the said ratio the High Court answered the two legal issues raised by it in the impugned judgment. Though the criminal appeals were preferred against the judgment of acquittal passed in all the cases arising under Section 138 of the N.I. Act, the factual matrix and the evidence adduced were different. The High Court after

answering the two legal issues did not consider the merits of each case individually and has simply remanded the matter to the trial court for fresh consideration.

In the present case the complainant and the accused were working as Lecturers in a Government college at the relevant time and the alleged loan of Rs.14 lakhs is claimed to have been paid by cash and it is disputed. Both of them were governed by the Government Servants' Conduct Rules which prescribes the mode of lending and borrowing. There is nothing on record to show that the prescribed mode was followed. The source claimed by the complainant is savings from his salary and an amount of Rs.5 lakhs derived by him from sale of site No.45 belonging to him. Neither in the complaint nor in the chief-examination of the complainant, there is any averment with regard to the sale price of site No.45. The concerned sale deed was also not produced. Though the complainant was an income-tax assessee he had admitted in his evidence that he had not shown the sale of site No.45 in his income-tax return. On the contrary the complainant has admitted in his evidence that in the year 1997 he had obtained a loan of Rs.1,49,205/- from L.I.C. It is pertinent to note that the alleged loan of Rs.14 lakhs is claimed to have been disbursed in the year 1997 to the accused. Further the complainant did not produce bank statement to substantiate his claim. The trial court took into account the testimony of the wife of the complaint in another criminal case arising under Section 138 of the N.I. Act in which she has stated that the present appellant/accused had not taken any loan from her husband. On a consideration of entire

> oral and documentary evidence the trial court came to the conclusion that the complainant had no source of income to lend a sum of Rs.14 lakhs to the accused and he failed to prove that there is legally recoverable debt payable by the accused to him. In our view the said conclusion of the trial court has been arrived at on proper appreciation of material evidence on record. The impugned judgment of remand made by the High Court in this case is unsustainable and liable to be set aside".

31. Aforesaid ratio regarding burden on the complainant to establish his financial capacity while accused is disputing the same is reiterated by Hon'ble Apex Court in a decision reported in **2019 ACR 555 SC (Basalingappa Vs Mudibasappa)**, it held as under:

> "A. Negotiable Instrument Act, 1881- Section 138 read with Sections 118 and 139 – Dishonour of cheque – Presumption of debt or liability – Presumption under Section 139 is a rebuttable presumption and onus is on accused to raise probable defence – Standard of proof for rebutting presumption is that of preponderance of probabilities – To rebut presumption, it is open for accused to rely on evidence led by him or accused can also rely on materials submitted by complainant in order to raise a probable defence – Inference of preponderance of probabilities can be drawn not only from materials brought on record by parties but also by reference to circumstances upon which they rely – It is not necessary for accused to come in witness box in support of his defence – Section 139 imposed an evidentiary burden and not a persuasive burden.

> B. Negotiable Instrument Act, 1881 – Section 138 read with Section 118 and 139 – Criminal Procedure Code, 1973 – Section 378(4) – Dishonour of cheque – Reversal of acquittal by High Court – Evidence on record is a probable defence on behalf of accused which shifted burden on complainant to prove his financial capacity and other facts – There is no suggestions by complainant that a post – dated cheque was given to him – It was incumbent on complainant to have explained his financial capacity – Court cannot insist on a person to lead negative evidence – Accused has raised probable defence – Findings of trial court that complainant failed to prove his financial capacity are based on evidence led by defence – Judgment of acquittal restored.”

32. In an another decision of Hon’ble Apex Court in **APS Forex Vs Shakti International Fashion Linkers Pvt Ltd** reported in **(2020) 12 SCC 724**, held that when accused raises issue of financial capacity of complainant, in support of his/her probable defence, despite presumption operating in favour of complainant regarding legally enforceable debt under Section 139 of N.I. Act, onus shifts again on the complainant to prove his financial capacity by leading evidence, more particularly when it is a case of giving loan by cash and thereafter issue of cheque.

33. PW.1 in his cross examination contended that accused himself has written contents of Ex.P1 cheque. Yet, there is difference of ink in signature and other contents in Ex.P.1.

The contents of Ex.P1 also supports the defence of the accused that from the manner in which the accused has affixed his signature in English, indicates that except the signature, rest of the contents are not in his handwriting.

34. PW.1 also admitted Rs.25,000/- was sent by the accused to the wife of accused via UPI and said document marked at Ex.D3. Though PW.1 distinctly admitted that there is no any transaction between the complainant and wife of the accused, even than the complainant has not inquired his wife about receipt of Rs.25,000/- from the accused will goes to root of the case.

35. Thus, when the complainant has failed to prove his source of funds as well existence of legally enforceable debt as held in above referred decisions, the burden would not shift on the accused to rebut the presumption. Despite the same, through his oral and documentary evidence placed on record and in the light of cross- examination of PW.1, the accused has probabilised his defence. Considering the oral and documentary evidence placed on record. Viewed from any angle, the complainant has not proved his case beyond reasonable doubt that, Ex.P1 cheque was issued towards existence of legal debt. In these circumstances, this Court is of the opinion that the accused has successfully rebutted the presumption available to the complainant by make out a probable defence. Hence, dishonour of Ex.P1 cheque do not attract penal consequences, as the complainant has failed to establish the fact that the accused issued cheques in question towards discharge of legally recoverable debt. Hence the benefit of doubt should certainly be extended to the accused and consequently the accused is entitled for acquittal. Accordingly, I answer point No.1 in the negative.

36. **<u>Point No.2</u>**: In view of my above finding on the above point I, found the accused as not guilty and I proceed to pass the following;

<u>O R D E R</u>

By exercising the powers conferred under Section 255(1) of the Code of Criminal Procedure 1973, accused is **acquitted** for an offence punishable Under Section 138 of Negotiable Instruments Act.

The Bail bond executed by the accused shall be in force for a period of six months as prescribed Under Sec.437 (a) of Cr.P.C.

(Dictated to the Stenographer Grade-III transcribed by her, Judgment corrected and signed by me, then pronounced by me in the Open Court on this the **9th day of June, 2026.)**

HARISH G

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Date: 2026.06.10 10:47:35 +0530

(HARISH G.)
Prl. Civil Judge & JMFC.,
Mulbagal.

ANNEXURES

List of witnesses examined for the complainant:

PW1 : Adinarayana

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List of documents marked for the complainant:

Ex.P1 : Cheque
Ex.1(a), (b) : Signatures of accused

Ex.P2 : Bank memo dated 30.07.2024

Ex.P3 : Office copy of legal notice

Ex.P4 : Postal receipt

Ex.P5 : Postal acknowledgment.

Ex.Pa(5) : Postal Cover

List of witnesses examined for the accused:

-Nil-

List of documents marked for the accused:

Ex.D1 : Copy of School Letter

Ex.D2 : Copy of Staff Attendance

Ex.D3 : Copy of Whatsapp Screenshots

HARISH G Digitally signed by HARISH G Date: 2026.06.10 10:47:29 +0530

(HARISH G.)
Prl. Civil Judge & JMFC.,
Mulbagal.