KAMD600009782023

Presented on : 05-08-2023
Registered on : 05-08-2023
Decided on : 07-08-2026
Duration : 03 year, 00 months, 02 days.

IN THE COURT OF THE PRINCIPAL SENIOR CIVIL JUDGE AND JMFC AT PANDAVAPURA

Dated this the 7th day of August 2026

PRESENT :

Sri.R.MAHESHA
B.A.L. LL.B.
Prl. Senior Civil Judge & JMFC.,
Pandavapura.

1.	Case No.	:	C.C.No.239/2023
2.	The date of Commencement of evidence	:	24.06.2023
3.	The date of closing of evidence	:	24.06.2023
4.	Name of the Complainant	:	Manojkumar C.N. S/o Late C.S.Ningappa, Aged about 25 years,

R/o Chikkayarahalli Village,
KRS Post,
Chinakurali Hobli,
Pandavapura Taluk,
Mandya District.

(By Sri.M.S.P., Advocate)

5. Name of the Accused : Arun A.R
S/o Late Ramakrishnegowda,
R/o Rama Mandira Street,
Aralakuppe Village,
Chinakurali Hobli,
Pandavapura Taluk,
Mandya District.

(By Sri.L.C.S., Advocate)

6. The offences Complained of : U/s.138 of the NI Act.

7. Opinion of the Judge : Accused found guilty.

J U D G M E N T

The complainant has filed this complaint Under Section 200 of Cr.P.C against the accused alleging that the accused has committed the offence punishable Under Sec.138 of the Negotiable Instruments Act, 1881. (In short for N.I.Act).

2. **The brief facts of the complainant case is as under**:-

The accused and complainant are well acquainted with each other. On that acquaintance, on 15.02.2023, the accused has borrowed hand-loan of Rs.4,50,000/- for the purpose of clearing hand loan and house hold expenses from the complainant and agreed to repay the received loan amount within two months. After two months, when complainant approached the accused to repay the loan amount, the accused has issued a cheque bearing No.147959 dated 19.04.2023 drawn on State Bank of India, Pandavapura Branch and requested to the complainant to present the cheque for encashment. On 26.04.2023, the complainant presented the said cheque through his bank i.e., MDCC Bank, Haravu Branch for encashment. The said cheque dishonoured and returned to the complainant as unpaid with a shara “Funds Insufficient” dated 27.04.2023. Therefore, he issued legal notice through his advocate to accused on 06.05.2023 through RPAD. The said notice was returned unserved on 20.05.2023. Despite several demands and issuance of notice, the accused not paid any amount either towards interest or principal. Therefore, complainant filed present complaint against accused.

3. After perusal of the materials available on record and on prima-facie material rounds, this Court took cognizance and thereafter sworn statement was recorded and summons was issued to accused. After service of summons, the accused appeared through his Counsel.

4. While recording sworn statement, complainant namely

Manojkumar C.N. got examined himself as PW.1 and got marked Ex.P1 to Ex.P5 documents. Thereafter, the case posted for defence evidence. At this stage, the complainant and accused have filed Joint Memo and prayed to pass Judgment on the basis of terms and conditions enumerated in the joint memo.

5. Heard arguments of both side and perused the materials.

6. From the above facts of the case, the points that arise for my consideration are: -

1) Whether the accused is liable to be convicted in terms of Joint Memo dated 29.07.2026?
2) What Order?

7. My findings to the above points are:

Point No.1 : - In the Affirmative,

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

R E A S O N S

8. **Point No.1**:- This court already issued a process to the accused and in response to it, accused appeared and proceed with the trial, as such there is no need to go back again to reconsider the compliance of provisions of Section 138 of Negotiable Instrument Act.

9. It is pertinent to note that, whenever a private complaint is

filed seeking prosecution of the accused for an offence punishable Under Section 138 of NI Act, if the issuance of cheque and the signature on the cheque is accepted and admitted by the accused, an initial presumption has to be raised by the Court in favour of the complainant, that the cheque in question was issued towards legally recoverable debt or liability. Of course, this presumption is rebuttable presumption. Such rebuttable evidence has to be placed before the court by the accused. It is well known that, the accused can rebut the said legal presumption either by cross examination of complainant or by leading evidence.

10. It is significant to note that the complainant himself examined before the court and got marked Ex.P1 to Ex.P5 documents. After completion of evidence on complainant side, the complainant and the accused have filed Joint Memo and prayed to pass the judgment on the basis of terms and conditions enumerated in the joint memo. The parties to the complaint entered into full and final settlement and the accused has agreed to pay a sum of Rs.4,50,000/- towards full and final settlement, accordingly Rs.2,50,000/- is paid by the accused to the complainant on 29.07.2026 and remaining amount of Rs.2,00,000/- is agreed to be paid by the accused on 28.08.2026. So, accused still has due of Rs.2,00,000/- as per terms and conditions of joint memo. Therefore, when the accused has admitted liability to the extent of Rs.2,00,000/-, the complainant acknowledged through this joint memo, this Court is of the opinion that to the extent of Rs.2,00,000/- accused is liable to be

convicted. **As such, this Court answer point No.1 in the Affirmative**.

11. **Point No.2**:- In the light of the above discussed facts and circumstances of the case, I proceed to pass the following:

O R D E R

Acting under Section 255(2) of Cr.P.C., the accused is convicted for the offence punishable under Section 138 of the NI Act and sentenced to pay fine amount of Rs.2,00,000/- (Rupees Two Lakh Only) and the accused shall pay an amount of Rs.2,00,000/- to the complainant on 28.08.2026 as stated in the Joint Memo dated 29.07.2026. If the said amount is deposited, same shall be paid to the complainant as compensation.

The joint memo filed by both parties dated 29.07.2026 shall part and parcel of the record/judgment.

In default, accused shall undergo SI for a period of six months.

It is further made it clear that if the accused opt to undergo imprisonment, it does not absolve him from liability of paying compensation to the complainant.

Office is hereby directed to supply free certified copy of this judgment to the accused forthwith.

The bail bond of the accused and surety stands canceled.

(Dictated to the Stenographer directly on computer, corrected and then signed and pronounced by me in open court on this the 7th day of August 2026).

(R.MAHESHA)
Prl. Senior Civil Judge & JMFC.,
Pandavapura.

ANNEXURE

List of witnesses examined on behalf of the complainant:-

PW.1 : Manojkumar C.N.

List of documents marked on behalf of the complainant:-

Ex.P.1 : Cheque dated 19.04.2023
Ex.P.2 : Endorsement dated 27.04.2023
Ex.P.3 : Legal Notice dated 06.05.2023
Ex.P.4 : Postal Receipts
Ex.P.5 : Unserved Postal Cover

List of witnesses examined on behalf of the accused:-

- NIL -

<u>List of documents and materials marked on behalf of the accused</u>:-

- NIL -

(R.MAHESHA)
Prl. Senior Civil Judge & JMFC.,
Pandavapura.