

IN THE COURT OF THE III JMFC.,HUBBALLI

C.C.No.1844/2020

Complainant: M/s Excel Concrete Products
R/o: Anchatgeri Village, Karwar Road,
Hubballi, by its Prop: Suresh G Chikoppa
Vs.

Accused: Sri. Palani Swamy Gopal Krishna,
R/o: G P Nagar, Sagar.

EXAMINATION OF ACCUSED U/S 313(1)(b) OF CRPC, 1973

Q1: Have you heard and understood the evidence of witnesses in this case?

Answer:

Q2: PW1 - **Sri. Suresh G Chikoppa** in his examination-in-chief has deposed that you had obtained as loan from him. In discharge of your liability towards the complainant herein, you had drawn and issue a Cheque bearing No.**404779** for Rs.88,500/- Dated:03.07.2020, drawn on Corporation Bank, BH Road Branch, Sagar in favour of the complainant which cheque when presented for encashment was returned unpaid by your banker citing reason - "**FUNDS INSUFFICIENT**". What do say about this?

Answer:

Q3: PW1- in his examination-in-chief has further deposed that though he had demanded you to pay the money under the returned unpaid cheque by Notice Dated:14.07.2020 you have failed to make the payment under the returned unpaid cheque within 15 days of such notice and thereby you have committed an offence punishable under Section 138 of Negotiable Instruments Act, 1881 (Act No. 26 of 1881). What do say about this?

Answer:

Q4: PW-1 has produced documents in support of his case which are marked as Exhibits P1 to P9. What do say about the exhibits?

Answer:

Q5: Do you have any evidence to lead?

Answer:

Q6: Do you wish to say anything else?

Answer:

(The above questions were posed to the accused. Answers given by the accused are recorded verbatim.)

Date: 12.01.2024

(Anita Sali)
JMFC-III, HUBBALI