

KAMS610023432024



**IN THE COURT OF THE PRINCIPAL CIVIL JUDGE AND
JMFC AT PERIYAPATNA**

Dated this the 13th day of August, 2026

PRESENT

Sri.Dhanuraj, B.A. LL.B.,
Prl. Civil Judge & JMFC,
Periyapatna

C.C.No.787/2024

Complainant : Sri.Mahendra.H.K
S/o late Kariya.H.S
Aged about 28 years,
R/at Chennaiahnakote Village,
Virajpete Taluk,
Kodagu District.
(Rep., by Sri.HKS. Advocate)

V/s
Accused : Kum.Tanushree
D/o Ramesha,
Aged bout 26 years,
R/at Thimakapura Village,
Chouthi Post, Kasaba Hobli,
Periyapatna Taluk,
Mysuru District.
(Rep., by Sri.DPL., Advocate)

Date of Complaint : 05.12.2024
Offence alleged : Section 138 of NI Act.
Evidence commenced on : 05.12.2024
Evidence closed on : 24.06.2026
Judgment pronounced on : 13.08.2026
Opinion of Presiding Officer : Accused found guilty

(**DHANURAJ.S.M**)
Prl. Civil Judge & JMFC,
Periyapatna

:- J U D G M E N T :-

The complainant has filed this private complaint against the accused for the offence punishable U/Sec. 223 of BNSS r/w Section 138 and Section 142 of NI Act against the accused.

2. The summary of the case of the complainant is as follows:

The Complainant and the accused are known to each other and the accused has borrowed an amount of ₹.2,00,000/- on

28.08.2024 as hand loan from the Complainant for her legal necessities to clear hand loans and to clear the loans obtained for the construction of house. Thereafter on demand of the Complainant, the accused to discharge of her legal liability had issued cheque bearing No.204063 for ₹.2,00,000/- drawn on State Bank of India, B.M.Road, Periyapatna Branch and the same was presented for encashment by the Complainant on 08.10.2024 through his banker, HDFC Bank, Periyapatna Branch and the said cheque was dishonoured as "Funds Insufficient" as intimated by his banker on 10.10.2024. That, the Complainant got issued legal notice to the accused on 30.10.2024 through her Advocate calling upon the accused to pay the cheque amount which was returned with an endorsement "Addressee moved" on 08.11.2024 and in spite of it, accused neither replied to the said notice nor paid the cheque amount and thereby, committed an offence punishable under Section 138 of NI Act. Hence, this complaint.

3. On presentation of the complaint, cognizance was taken for the alleged offence after recording the sworn statement. Accused was summoned. Pursuant to the summons, the accused has entered appearance through her Advocate. The accused got enlarged on bail.

4. The particulars of the offence under Section. 138 of Negotiable Instrument of Act-1881 is explained to the accused in the language known to her i.e., in Kannada. Accused pleaded not guilty and claims to be tried.

5. The Complainant has adduced his evidence as PW.1 and got marked 5 documents as Ex.P.1 to P.5 in his evidence. During the course of cross examination of DW.1, 7 documents are got marked as confrontation. The statement of the accused was recorded U/Sec. 313(1)(b) of Cr.P.C. (now Section 351(1) (b) of BNSS, 2023) by my Predecessor in Office. The accused denied all the incriminating circumstances found against her in the evidence of complainant. The accused got examined herself as DW.1 and 5 documents has got marked as Ex.D.1 to D.5.

6. The following points arise for my consideration;

POINTS

1) Whether the complainant proves beyond reasonable doubt that, the accused had issued Cheque, bearing No.204063 dated; 08.10.2024 for ₹.2,00,000/- drawn on State Bank of India, B.M.Road, Periyapatna Branch towards discharge of legally recoverable debt to the complainant, when the complainant presented the said cheque on 08.10.2024 for encashment through his banker, the said Cheque has been dishonoured for the reason "Funds Insufficient" and thereafter, the complainant got issued legal notice to the accused on 30.10.2024 and the same was returned unserved with an endorsement "Addressee moved" and in spite of it, accused has not paid the cheque amount within prescribed period nor replied to the said notice and thereby committed an offence punishable U/Sec. 138 of NI Act 1881?

2) What order?

7. My answers to the above points are as under:

Point No.1: In the Affirmative

Point No.2: As per final order

for the following:

REASONS

8. **POINT NO.1**:- The complainant has to establish the following requirements in order to succeed in this case.

i) That the accused had issued the Ex.P-1/cheque bearing No.204063 dated 08.10.2024 for ₹.2.00,000/- drawn on State Bank of India, B.M.Road, Periyapatna Branch, Mysuru towards the discharge of outstanding legal liability of ₹.2,00,000/-.

ii) that the complainant has presented the said cheque for encashment within the period of its validity.

iii) that the cheque was returned un-paid as “Funds Insufficient”.

iv) that the complainant had issued a notice demanding the payment of cheque amount to the accused within the stipulated period on receipt of the intimation regarding the dishonor of cheque.

v) that the accused has not complied with the notice demand within the stipulated period of 15 days from the date of receipt of notice.

vi) that the complainant has filed the complaint within a period of one month from the date of expiry of 15 days grace period allowed for the accused for the compliance of notice demand.

9. The Complainant/PW.1 has reiterated the averments made in the complaint in his affidavit evidence. The complainant got exhibited Ex.P.1 to Ex.P.5 and 7 documents were got marked on confrontation as Ex.p.6 to 12 by the Complainant during the course of cross examination of DW.1 is as under:

Sl.No.	Exhibits	Particulars of the Document
01.	Ex.P-1	Cheque No.204063 dated 08.10.2024 drawn on State Bank of India, B.M.Road, Perivapatna Branch, Mysuru for ₹.2.00,000/- in favour of the complainant.
	Ex.P-1(a)	Signature of accused on the Cheque

02.	Ex.P-2	Endorsements dated: 10.10.2024 issued by the HDFC Bank, Periyapatna Branch
03.	Ex.P-3	Legal Notice dated: 30.10.2024
04.	Ex.P-4	Postal Receipt
05.	Ex.P-5	Postal Cover
06.	Ex.P-6 to 12	Documents pertaining to the transfer of money through phone pay.

10. That the accused herself got examined as DW.1 and one document got marked as Ex.D.1 to D.5 as under:-

Sl.No.	Exhibits	Particulars of the Document
01.	Ex.D-1	Statement of Account
02.	Ex.D-2	Loan repayment document
03.	Ex.D-3 to 5	Loan Pass Books

11. The accused has resisted the prosecution mainly on the following grounds:

i) Ex.P-1 cheque was not properly presented in accordance with the provisions of Negotiable Instrument Act.

ii) that the complainant has not established the alleged legal liability by furnishing sufficient evidence.

iii) that the complainant has not established the fact that Ex.P.1 cheque was issued for the legally recoverable debt as contemplated under the provisions of Negotiable Instrument Act.

iv) that the accused has not aware about of misusing the cheque by the Complainant.

v) that the accused has not obtained Rs.2,00,000/- as claimed in the complaint.

vi) that the mother of the accused had given the cheque of the accused to the Complainant on 27.06.2024 while her mother obtained loan of Rs.20,000/- from M.K.Finance, wherein the Complainant was working.

Vii) that the said entire amount of Rs.20,000/- has been paid by the mother of the accused to the said finance as per Ex.D.2, however the Complainant has mis-used the said cheque and to prove that the Complainant while working in Samastha Finance he used to recover money from the mother of the accused, she has produced Ex.D.3 to 5 and the said documents establishes that there is no legally recoverable debt from the accused as claimed by the

Complainant.

viii) that the Ex.P.1 cheque is not supported by consideration.

ix) That by misusing the above said cheque/Ex.P.1, the Complainant has filed a false complaint and that at no point of time, accused has received hand loan from the Complainant and issued the Ex.P.1 cheque for the repayment of said hand loan as claimed by the Complainant.

12. The accused contended that for the contentions stated above the complaint deserves to be dismissed and the accused be acquitted for the offence punishable U/Sec. 138 of Negotiable Instrument Act.

13. In order to determine the rival claims placed by the complainant and accused a reference is made to relevant provision of NI Act. Section 6 of NI Act defines "Cheque". A Cheque is a bill of exchange drawn on a specified banker and not expressed to be payable otherwise than on demand and it includes the electronic image of truncated Cheque and a Cheque in the electronic form. Ex.P-1 cheque bearing No. 204063 dated; 08.10.2024 for ₹.2,00,000/- drawn on State

Bank of India, B.M.Road, Periyapatna Branch is the original cheque and conform to the requirements of Section 6 of the Act.

14. The complainant is holder of Ex.P-1 Cheque as defined U/Sec.138 of NI Act. As per Section 118(a) until the contrary is proved and presumption shall be made as to 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.

15. Section 139 of NI Act mandates that 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 discharge, in whole or in part or of debt or other liability.

16. By applying the legislative mandate enshrined in Sections 6, 8, 118 and 139 of NI Act to the facts of the case on hand a presumption may be made that Ex.P-1 was issued

by the accused in favour of the Complainant towards the discharge of legally recoverable liability. The Complainant has to prove that there existed a liability on the part of accused.

17. The presumptions available to the complainant as per Section 118 and 139 of N.I.Act are rebuttable presumptions. The complainant has initial advantage of his side by virtue of statutory presumptions. In the events of accused rebutting such presumption the onus of proof is again on the complainant to prove Ex.P-1 was issued towards discharge of outstanding liability.

18. On careful perusal of the materials on record, it reveals that Ex.P.1- cheque was presented for encashment within the period of its validity.

19. The Complainant was informed about the dishonour/return of cheque/Ex.P.1 by his Banker H.D.F.C Bank, Periyapatna Branch vide endorsement dated 10.10.2024.

20. The law mandates that the payee shall issue demand notice within 30 days from the date of the receipt of

information by him from the bank regarding the return of Cheque unpaid.

21. A payee gets a cause of action to issue demand notice only upon the receipt of information from the bank regarding the dishonour of the Cheque and not prior to the receipt of information and his right to issue demand notice continues till the expiry of 30 days.

22. In the instant case the complainant had issued the demand notice/Ex.P-3 after the receipt of notice of dishonour of Cheque well within the statutory period which is evident from Ex.P.5. It is pertinent to state here that if the said Postal envelopment/Ex.P.5 is carefully perused it reveals that the said notice was returned with an endorsement "Addressee moved". Perusal of the materials on record it reveals that Ex.P.3 notice has been issued to the address of the accused mentioned in the cause title of the Complainant and that the accused had received process of this Court issued to the address mentioned in the cause title as well as in the Ex.P.5. Hence, it reveals that the legal notice has been

issued to the last known address of the accused and the same is returned for the reason that the “Addressee left or Addressee moved” and hence the said endorsement is sufficient to hold that the notice has been duly served to the accused in accordance with the procedure known to law.

23. The accused had neither replied to the said notice/Ex.P.3 nor paid the hand loan amount. This complaint has filed on 05.12.2024 well within the period of limitation.

24. Hence if the evidence of PW.1 and the aforementioned documents discussed above are perused and appreciated, then it would clearly go to show that the Complainant has complied with necessary legal requirements in terms of Section 138(a) to (c) of N.I.Act. The complaint is 1

25. Sec.118(a) of the Negotiable Instrument Act, 1881 reads as under:-

Sec.118- Presumption **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:"

26. Section.139 of the Negotiable Instrument Act read as under;-

“139-Presumption in favour of holder. - - It shall be presumed, unless the contrary is proved, that the holder of the 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.

In the context of the matter, it is also useful to refer few judgments of Hon’ble Apex Court which deals with the statutory presumption mentioned supra and also the evidentiary burden in cheque bounce cases.

27. Our Hon’ble High Court in the case of **Sri.B.N.Aswath Narayan Vs. Sri.Shankar (Crl.Rev. Petn.No.1333 of 2018 date of disposal 15.11.2022)** has

given directions and one such direction is reproduced here below:-

“xvi) The magistrate in every case complaining the commission of an offence under Section 138 of N.I.Act, draw the presumption under Sections 118 and 139 of N.I.Act has held “RANGAPPA VS. SRI.MOHAN [(2010) 11 SCC 441]] and examine whether the defence of the accused is either plausible or moonshine and thereafter decide the case.

28. In the light of the above and in view of the rival contentions raised by the complainant and the accused regarding the scope of Section 139 of NI Act, it will be useful to refer to the decisions of Hon'ble Apex Court reported in:

2010-ALL Cri.LR-3-92

RANGAPPA Vs. MOHAN

Wherein the Hon'ble Supreme Court has been pleased to lay down the law as under:

- ***With regard to the facts in the present case, we can also refer to the following observations in M.M.T.C.Ltd., and Anr. V Medchl Chemicals and Pharma (P)Ltd., (2002)1 SCC 234 (Para***

19): “...The authority shows that even when the cheque is dishonoured by reason of stop payment instruction, by virtue of Section 139 the Court has to presume that the cheque was received by the holder for the discharge in whole or in part, of any debt or liability. Of course this is a rebuttable presumption. The accused can thus show that the ‘stop payment’ instructions were not issued because of insufficiency or paucity of funds. If the accused shows that in his account there was sufficient funds to clear the amount of the cheque at the time of presentation of the cheque for encashment at the drawer bank and that the stop payment notice had been issued because of other valid causes including that there was no existing debt or liability at the time of presentation of cheque for encashment, then offence under Section 138 would not be made out. The important thing is that the burden of so proving would be on the accused...” (emphasis supplied)

- *In light of these extracts, we are in agreement with the respondent-claimant that the presumption mandated by Section 139 of the*

Act does indeed include the existence of a legally enforceable debt or liability. To that extent, the impugned observations in Krishna Janardhan Bhat (supra) may not be correct. However, this does not in any way cast doubt on the correctness of the decision in that case since it was based on the specific facts and circumstances therein. As noted in the citations, this is of course in the nature of 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. However, there can be no doubt that there is an initial presumption which favours the complainant. Section 139 of the Act is an example of a reverse onus clause that has been included in furtherance of legislative objective of improving the credibility of negotiable instruments. While Section 138 of the Act specifies a strong criminal remedy in relation to the dishonour of cheques, the rebuttable presumption under Section 139 is a device to prevent undue delay in the course of litigation. However, it must be remembered

that the offence made punishable by Section 138 can be better described as a regulatory offence since the bouncing of a cheque is largely in the nature of a civil wrong whose impact is usually confined to the private parties involved in commercial transactions. In such a scenario, the test of proportionality should guide the construction and interpretation of reverse onus clauses and the accused/defendant cannot be expected to discharge an unduly high standard or proof. In the absence of compelling justifications, reverse onus clauses usually impose an evidentiary burden and not a persuasive burden. Keeping this in view, it is a settled position that when an accused has to rebut the presumption under Section 139, the standard of proof for doing so is that of 'preponderance of probabilities. Therefore, if the accused is able to raise a probable defence which creates doubts about the existence of a legally enforceable debt or liability, the prosecution can fail. As clarified in the citations, the accused can rely on the materials submitted by the Complainant in

order to raise such a defence and it is conceivable that in some cases the accused may not need to adduce evidence of his/her own.

29. Thus on the aspects relating to preponderance of probabilities, the accused has to bring on record such facts and circumstances which may lead the court to conclude either that consideration did not exist or its non-existence was so probable that a prudent man would, under the circumstances of the case, act upon the plea that the consideration did not exist.

30. In the case of **APS Forex Services Pvt. Ltd. Vs Shakti International Fashion Linkers** and others reported in **AIR 2020 SC 945**, the **Hon'ble Apex Court** has observed and held that "Once the issuance of cheque with signature on cheque is admitted, there is always a presumption in favour of the Complainant that there exist legally enforceable debt or liability. Plea by accused that cheque was given by way of security and same has been misused by the Complainant is not tenable."

31. From the law laid down in the above said decisions, it is evident that the accused is obliged to rebut the statutory presumption available to the complainant under Section 139 NI Act. It is for the accused to rebut the presumption by placing sufficient materials on record. Principles emerging from the above referred decisions makes it clear that mere issuance of cheque and if it bounces constitute an offence punishable under Section 138 of Negotiable Instrument Act. The above referred decision further makes it clear that issuance of cheque is sufficient proof of the fact that the debt or claim is enforceable and he is liable to be discharged and if there is evidence to the contrary, then it is for the defence to place such evidence before the Court.

32. Having heard the arguments of both the sides and perused the entire records, as discussed supra, in order to prove an offence punishable under Section 138 of Negotiable Instrument Act the initial burden will always on the complainant to prove that the accused issued the cheque in question towards legally recoverable debt. To prove the said

fact the Complainant stepped into witness box and deposed he had lent a sum of ₹.2,00,000/- to the accused as hand loan to meet her urgent legal financial necessities and for the repayment of the said loan due, the accused had issued Ex.P.1-Cheque to the Complainant.

33. It is pertinent to state here that there is no dispute that the Ex.P.1 cheque belongs to the accused and that the signature found in the said cheque which is marked at Ex.P.1(a) is of the accused. Hence, the burden lies on the accused to prove that the said cheque/Ex.P.1 was misused by the complainant and in fact it was not issued for legally recoverable debt.

34. That the PW.1 was subjected to serious cross examination by the learned defence counsel but nothing worth is elicited from the mouth of PW.1 so as to disbelieve the version deposed by him. It is pertinent to state here that nowhere it is contended that the cheque/Ex.P.1 and the signature found in cheque which is marked as Ex.P.1(a) do not belong to the accused. On the other hand, it was the

contention of the accused that the complainant has misused the cheque of the accused which she had issued to the Finance in respect of loan of ₹.20,000/- availed by the mother of the accused. However, there is no cogent and clinching evidence are forth coming from the record to hold that Ex.P.1 cheque was issued as security in respect of the above said loan of the mother of the accused and same was misused by the Complainant.

35. If according to the accused that her cheque was misused by the Complainant as claimed by the accused, nothing prevented the accused to lodge complaint against the Complainant to take legal actions and that the accused would have given stop payment instruction to her banker. But for the reasons best known to the accused, she did not choose to lodge complaint or to take legal actions against the complainant.

36. Except making suggestion to PW.1 that the cheque is not supported by the consideration, accused has not placed any iota of evidence to rebut the presumption arise under

Section 118 and 139 of Negotiable Instrument Act.

37. If the cheque of the accused was really misused by the Complainant nothing prevented the accused to give to lodge complaint before the Police Station or to publish the same in a news paper. But for the reasons best known to the Accused, she has not taken any steps and even she has not lodged any complaint against the accused. Moreover, nothing prevented the accused to take legal action or lodge complaint against the accused while a serious allegation was made by the accused on the Complainant. Hence an adverse inference can be drawn against the accused in this regard.

38. No satisfactory explanation is forthcoming from the accused that why she had not issued reply notice to the complainant at the earliest possible opportunity by raising the contentions urged by him before this court and denying the financial capacity of the complainant to lend the amount mentioned in the Ex.P.1/cheque. Mere non producing of the documents before this court with regard to the source of income to advance the alleged hand loan by the complainant

is not a ground to dismiss the complaint. The accused ought to have rebutted the contentions of the complainant by producing cogent evidence before the court and mere denial is not enough. As stated supra, this court can draw presumption against the accused that she did not give any reply to the legal notice though she admitted the cheque Ex.P.1 and the signature found in the Ex.P.1 belongs to her.

39. It is pertinent to state here that there is no evidence is forthcoming from the record to show that the accused immediately approach the Finance from which her mother obtained ₹.20,000/- demanding the financial institution to return the cheque of the accused. Except taking such contention, the accused has not proved the case with the help of cogent and convincing evidence.

40. Thus, in view of the above legal position, in the instant case, in the opinion of this court, the accused has failed to make use of the valuable opportunity of her defense in her statement U/Sec.313 of Cr.P.C. without any justification. So in my view, when no explanation is offered by

the accused and while PW.1 is categorically denied the suggestions put to him in the cross examination, absolutely there is no probability in the case set-up by the accused.

41. The accused has failed to rebut the statutory presumption available to the complainant U/sec.138 of N.I.Act. She has failed to elicit any materials helpful to her in the cross examination of PW.1. The complainant has asserted his case and has unequivocally stated about the loan transaction, issuance of cheque and dishonour of cheque in his evidence. Hence, bearing in view of the above legal presumption and upon going through the entire materials on record suffice it state that the accused person has utterly failed to rebut the statutory presumption drawn in favour of the complainant as contemplated U/sec.118(A) and Sec.139 of N.I.Act. From the above discussions the following conclusions may be drawn.

- i) That the accused had issued Ex.P.1 /Cheque towards discharge of outstanding liability of ₹.2,00,000/-.
- ii) That the complainant has presented the Cheque

for its encashment within its validity period.

iii) That the dishonour of cheque/Ex.P.1 for reason “Funds Insufficient” which is within the purview of Section 138 of N.I.Act and dishonour of Ex.P.1 shall be construed for the reason for want of sufficient funds in the account of accused. Ex.P.3 to 5 discloses the above said reason.

iv) The statutory notice issued by the complainant as per Ex.P.3 is valid notice and binds the accused.

v) That the accused has failed to comply with notice demand to pay cheque amount of ₹.2,00,000/- within the stipulated period though she had knowledge of statutory notice.

vi) That the complainant has filed the complaint well within the period provided under the Act.

vii) That the complainant has proved the ingredients of offence punishable under sections. 138 of N.I.Act.

42. Therefore, the accused has utterly failed to rebut or displace the presumption drawn in favour the complainant under section 118 and 139of NI Act. She has miserably failed

either to prove the non existence of legally recoverable debt or liability or to probabilize her defense.

43. The **Hon'ble Apex Court in Damodar.S.Prabhu Vs.Sayed Babulal.H reported in (2010) 5 SCC 663**, observed and held that “with respect to the offence of dishonour of cheque, it is the compensatory aspect of remedy which should be given priority over the punitive aspect.”

44. Thus, considered, this Court deem it appropriate to convict the accused imposing fine amount with default sentence. Taking into consideration, the fact that the case is between private parties, there shall be no order as to awarding any amount towards defraying the expenses of the State. **The Hon'ble High Court of Karnataka in D.B.Jatti Vs. Naraindas Boderam in Crl.R.P.No.932/2021** held that; Since the lis is privy to the parties and no state machinery is involved, there shall be no order of awarding any amount out of the fine amount towards defraying expenses of the state., In view of all these Point No.1 is answered **in the Affirmative.**

45. Point No.2:- In view of the above discussion, I proceed to pass the following;

:O R D E R:

The complaint filed by the complainant U/Sec.223 of BNSS-2023 for an offence punishable U/Sec.138 of Negotiable Instruments Act against the accused is hereby allowed.

Acting U/Sec.278(2) of BNSS the accused is convicted for the offence punishable U/Sec.138 of Negotiable Instruments Act and she is sentenced to pay fine of ₹.2,00,000/- (Two Lakh Rupees only).

In the event of failure of the accused to pay the fine amount of ₹.2,00,000/- (Two Lakh Rupees only), she shall undergo imprisonment for a period of six months without prejudice to other usual modes of recovery of fine.

The Office is directed to supply a free copy of this judgment to the accused.

The bail bond and surety bond furnished by the accused stand canceled.

(Dictated to the Stenographer directly in computer, revised, corrected by me and then pronounced in the open court on this the **13th day of August 2026.**)

(DHANURAJ.S.M)
Prl. Civil Judge & JMFC,
Periyapatna

:- A N N E X U R E :-

List of witness examined for the Complainant:-

PW.1 : Sri.Mahendra.H.K

List of documents got marked for the Complainant:-

Ex.P1 : Original Cheque
Ex.P1(a) : Signature of the accused
Ex.P2 : Bank Endorsement
Ex.P3 : Legal Notice
Ex.P4 : Postal receipt
Ex.P5 : Postal Cover
Ex.P6 to 12: Amount transferred document
(confrontation of DW.1)

List of witness examined for the Accused:-

DW.1 : Thanushree

List of documents marked for the Accused:-

Ex.D.1 : Bank Statement
Ex.D.2 : Loan repayment letter
Ex.D.3 to 5: Documents pertaining to the transfer
of money through phone pay.

(DHANURAJ.S.M)
Prl. Civil Judge & JMFC,
Periyapatna