KAUK020022602025

IN THE COURT OF THE ADDITIONAL SENIOR CIVIL JUDGE AND JMFC, KARWAR, UTTARA KANNADA

DATED THIS 13th DAY OF MARCH, 2026.

Present : ***Sri. Ganesha Padiyar U.,***
B.Com. LL.B.
Addl. Senior Civil Judge & JMFC.,
KARWAR.

C.C.No.1929/2025

Complainant	:	Shri Arup S/o Datta Agranayak, Age: 58 years, Occ: Business, Resident of Sadashivgad, Karwar. **(By Sri Anuj A. Agranayak Advocate)**
		V/s
Accused	:	Smt. Snehal Ritesh Badkar, C/o Arvind Baadkar, 1st Cross, Durgadevi Road, Devaliwada Baad, Karwar. **(By Sri P. G. Polekar Advocate)**
Cognizance taken on		28-03-2025
Plea recorded on		20-02-2026
Offence alleged		Section 138 of N.I. Act
Evidence commenced on		30-12-2024

Evidence closed on	03-03-2026
Judgment pronounced on	13-03-2026
Final order	**Conviction**

J U D G M E N T

This case emanates from the complaint filed under Section 223 of BNSS, 2023 against the accused alleging the commission of offence punishable under Section 138 of Negotiable Instruments Act, 1881 (hereinafter referred to as "N.I. Act" for brevity).

2. The case of the complainant in brief, as per the complaint, is as follows:-

Accused has approached the complainant for a hand loan of Rs.80,000/- to meet her personal expenses. The complainant has agreed to lend the said amount. The accused has issued a cheque bearing No.110832 dated 21.09.2024 for Rs.80,000/- drawn on Indusind Bank Limited, Karwar Branch in favour of the complainant for discharge of the said debt. The complainant has presented the said cheque

through NKGSB Bank, Karwar Branch for collection. But the said cheque returned unpaid and dishonoured for the reason "Funds insufficient" as per cheque return memo dated 03.10.2024. Hence the complainant has got issued legal notice dated 18-10-2024 calling upon the accused to pay the cheque amount. The said legal notice was served to the accused on 19.10.2024. The accused has neither paid the cheque amount nor replied to the said legal notice. Thus he has committed an offence punishable under Section 138 of N.I. Act.

3. Initially, this complaint was presented before the Additional Civil Judge & JMFC II Court, Karwar. As per Notification/Order No.99 of 2025 dated 09-06-2025 of Hon'ble District and Sessions Judge, U.K. Karwar, the case has been transferred to this Court.

4. On presentation of the complaint, cognizance was taken for the offence punishable under Section 138 of N.I. Act. Accused was summoned. Pursuant to the summons, the

accused has entered appearance through her Advocate. The accused is on bail throughout the trial.

5. On compliance of Section 207 Cr.P.C, substance of accusation was read over to the accused. He has pleaded not guilty and claimed defence.

6. The complainant has examined himself as PW.1 and got marked documents as Ex.P.1 to Ex.P.5.

7. Statement of the accused as required under Section 313 Cr.P.C. has been recorded. The accused has denied all the incriminating evidence appearing against her. The accused has not examined herself in defence.

8. The learned counsel for the complainant Sri Anuj A. Agranayak and the learned counsel for the accused Sri P. G. Polekar have been heard.

9. I have given a careful consideration to the arguments advanced by the learned counsel appearing for both the parties. I have perused the case papers in detail.

10. The points that arise for Court's determination and consideration are as under:

POINTS FOR CONSIDERATION

Sl.No.	**Points**
1	***Is there any legally recoverable debt or liability?***
2	***Whether the complainant proves that the accused has committed the offence punishable under Section 138 of N.I. Act?***
3	***What Order?***

11. My findings are as under :

Points	**Answer**
Point No.1	***Affirmative***
Point No.2	***Affirmative***
Point No.3	*As per final order for the following:*

R E A S O N S

12. **POINTS NO.1 AND 2:-** These two points are taken together for discussion as the same can conveniently be considered together.

13. The cheque dated 21.09.2024 for Rs.80,000/- said to have been issued by the accused in respect of the repayment of the loan borrowed by her from the complainant, was dishonoured for insufficiency of funds in her bank account which has been intimated to drawer and consequently the complainant has initiated action under Section 223 of BNSS, 2023 for the commission of offence punishable under Section 138 of N.I. Act after issuing demand notice. This is what the crux of the case as averred in the complaint.

14. To substantiate his case, the complainant has examined himself as PW.1. He has filed affidavit in lieu of examination-in-chief reiterating everything that is stated in the complaint. The documents relied upon by the complainant came to be marked as Ex.P.1 to Ex.P.5.

15. Ex.P.1 is the cheque dated 21.09.2024 stated to be issued by the accused in favour of the complainant which has been drawn on Indusind Bank Limited, Karwar Branch.

16. Ex.P.2 is the cheque return memo dated 03-10-2024 issued by NKGSB Bank, Karwar Branch mentioning the reason for dishonour of Ex.P.1 cheque. It shows that the cheque was returned unpaid for the reason '*Funds insufficient*'. The factum of dishonour of Ex.P.1 cheque is also not in dispute.

17. That apart, Section 146 of the N.I. Act provides that the Court shall presume the fact of dishonour of cheque on production of bank's slip or memo, unless and until such fact is disproved. Therefore, it is clear that the complainant has proved that Ex.P.1 cheque has been dishonoured for want of sufficient funds in the account maintained by the accused. Because the cheque came to be dishonoured for the reason 'Funds insufficient'.

18. Ex.P.3 is the office copy of legal notice dated 18-10-2024 issued by the complainant to the accused. Ex.P.4 is the postal receipt. Ex.P.5 is the postal acknowledgment. A perusal of Ex.P.4 and 5 would clearly disclose that legal

notice issued by the complainant is duly served on the accused.

19. Furthermore, acknowledgment of postal department is sufficient to prove service of notice as held by our Hon'ble High Court in a decision reported in **2006 AIR Kar R.342**. Thus it can be safely concluded that the legal notice sent by the complainant is duly served upon the accused. Thus suffice it to state that there is due service of legal notice upon the accused.

20. It is also pertinent to mention that the accused has not denied the receipt of legal notice by her as per Ex.P.5.

21. Notably, in the case at hand, the accused has not at all disputed or denied her signature on Ex.P.1 cheque, which came to be marked as Ex.P.1(a).

22. On perusal of the entire materials on record, at the outset, 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. It is evident that notice of

demand has been issued by the complainant and the same has been duly served upon the accused. The complaint is filed on 22-11-2024 within a period of one month from the date of accrual of cause of action in terms of Section 142(1) (b) of N.I. Act. Therefore, statutory presumption as envisaged under Sections 118 and 139 of N.I. Act will have to be drawn in favour of the complainant.

23. Section 118(a) of the Negotiable Instruments Act, 1881 reads as under:

> "**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, indorsed, negotiated or transferred, was accepted, indorsed, negotiated or transferred for consideration; ....."

24. Section 139 of the Negotiable Instruments Act, 1881 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.

25. In this 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.

26. Our Hon'ble High Court in the case of **Sri. B.N. Ashwath Narayan Vs. Sri. Shankar** [Crl.Rev.Ptn.No.1333 of 2018, DD: 06-06-2020], has given directions and one such directions is reproduced here below :

> "xvi) The Magistrate shall 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 in ***RANGAPPA v. SRI MOHAN*** [(2010) 11 SCC 441)] and examine whether the defence of the accused is either plausible or moonshine and thereafter decide the case."

27. Hence in this view of the matter, I find it profitable to refer the judgment of Hon'ble Apex Court in the case of

Rangappa Vs. Mohan reported in (2010) 11 SCC 441. In this judgment, the Hon'ble Apex Court has summarised the principles relating to presumptions under Section 118 and 139 of the N.I. Act and rebuttal thereof in the following:

> **"26. 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 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. However, there can be no doubt that there is an initial presumption which favours the complainant.**
>
> **27. Section 139 of the Act is an example of a reverse onus clause that has been included in furtherance of the 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 138 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 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 defendant/accused cannot be expected to discharge an unduly high standard or proof.

28. 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."

28. In the case on hand, since the accused has not denied or disputed her signature on the cheque in question and the complainant having established that he has followed the procedural requirements under Section 138 of N.I. Act, the Court is inclined to draw the statutory presumptions in favour of the complainant as mandated under Section 118 (a) and 139 of the N.I. Act.

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 that 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 exists.

30. The Hon'ble Apex Court in the case of **Kumar Exports Vs. Sharma Carpets**, reported in **(2009) 2 SCC 513**, has stated the principles as under:

> "20. The accused in a trial under Section 138 of the Act has two options. He can either show that consideration and debt did not exist or that under the particular circumstances of the case the non-existence of consideration and debt is so probable that a prudent man ought to suppose that no consideration and debt existence. To rebut the statutory presumptions an accused is not expected to prove his defence beyond reasonable doubt as is expected of the complainant in a criminal trial. The accused may adduce directed evidence to prove that the note in question was not supported by consideration and that there was no debt or liability to be discharge by him. However, the court need not insist in every case that the accused should disprove the non-existence of consideration and debt by leading direct evidence because the existence of negative evidence is neither possible nor contemplated. At the same time, it is clear that bare denial of the passing of the consideration and existence of debt, apparently would not serve the purpose of the accused. Something which is probable has to be brought on record for getting the burden of proof shifted to the complainant. To disprove the presumptions,

> the accused should bring on record such facts and circumstances, upon consideration of which, the court may either believe that the consideration and debt did not exists or there non-existence was so probable that a prudent man would under the circumstances of the case, act upon the plea that they did not exists. Apart from adducing direct evidence to prove that the note in question was not supported by consideration or that he had not incurred any debt or liability, the accused may also rely upon circumstantial evidence and if the circumstances so relied upon are compelling, the burden may likewise shift again on to the complainant. The accused may also rely upon presumption of facts, for instance, those mentioned in Section 114 of the Evidence Act to rebut the presumptions arising under Sections 118 and 139 of the Act."

31. In the case of **APS Forex Service 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 complainant is not tenable."

32. In **2022 SCC OnLine SC 1131 – P. Rasiya Vs. Abdul Nazer and Another**, the Hon'ble Apex Court has observed and held as under :

> "Once the initial burden is discharged by the complainant that the cheque was issued by the accused and signature of accused on the cheque is not disputed, then in that case, the onus will shift upon the accused to prove the contrary that the cheque was not for discharge of any debt or other liability. The presumption under Section 139 of N.I. Act is a statutory presumption and thereafter, once it is presume that the cheque is issued in whole or in part of any debt or liability which is in favour of the complainant/holder of the cheque, in that case it is for the accused to prove the contrary."

33. Thus, in view of the principles enunciated in the aforesaid judgments of the Hon'ble Apex Court it becomes crystal clear that once issuance of cheque with signature of accused on the account maintained by him is admitted or proved, then statutory presumptions in terms of Sections 118 and 139 of N.I. Act will have to be drawn. Now, it is upto the accused to lead rebuttal evidence to displace the statutory presumption available in favour of the complainant. Thus obviously the onus would shift upon the accused to prove that cheque was not issued for discharge of any debt or other liability.

34. The accused has cross examined PW.1.

35. As could be seen from the cross-examination of PW.1, the defence suggested to PW.1 is that the accused had borrowed loan from one Shivam Co-operative Credit Society Ltd., Karwar and the cheque being given by the accused to the said Society has been misused by the complainant and filed this false complaint. PW.1 has denied the said suggestion.

36. In the cross-examination PW.1 has categorically deposed in accordance with the facts pleaded in the complaint. The suggestion put to PW.1 in that regard is reproduced here below for quick reference:

> "6. ಶಿವಂ ಕೋ ಅಪರೇಟಿವ್ ಕ್ರೆಡಿಟ್ ಸೊಸೈಟಿಯಲ್ಲಿ ಆರೋಪಿಯ ಸಾಲ ಪಡೆದುಕೊಂಡಿದ್ದಾರೆ ಎಂದರೆ ಸುಳ್ಳು. ಆ ಸಾಲವನ್ನು ಮರೆಮಾಚಿ ಆರೋಪಿ ಸದ್ರಿ ಸಂಘಕ್ಕೆ ಕೊಟ್ಟ ಚೆಕ್ಕನ್ನು ನೀವು ದುರುಪಯೋಗಪಡಿಸಿಕೊಂಡು ಆರೋಪಿಯ ವಿರುದ್ಧ ಸುಳ್ಳು ಪ್ರಕರಣವನ್ನು ದಾಖಲಿಸಿರುತ್ತೇನೆ ಎಂದರೆ ಸರಿಯಲ್ಲ."

37. Though the accused has contended as such, no iota of evidence is led by her to prove such contention.

38. As could be seen from the deposition of PW.1 pertaining to his cross-examination, no dent could be made. Despite cross-examination, PW.1 has stood to ground.

39. At this juncture a reference can made to a judgment of Hon'ble Apex Court in **(2019) 4 SCC 197 – Bir Singh Vs. Mukesh Kumar.** It has been observed that even if a blank cheque leaf is voluntarily signed and handed over by the accused towards some payment would attract the presumption under Section 139 of N.I. Act and in the absence of any cogent evidence to show that the cheque was not issued in discharge of the debt, the presumption would hold good. Paragraphs 32, 33, 34 and 36 of the said judgment are extracted here below for ready reference :

> "32. The proposition of law which emerges from the judgments referred to above is that the onus to rebut the presumption under Section 139 that the cheque has been issued in discharge of a debt or liability is on the accused and the fact that the cheque might be post–dated does not absolve the drawer of a cheque of the penal consequences of Section 138 of the Negotiable Instruments Act.
>
> 33. A meaningful reading of the provisions of the Negotiable Instruments Act including, in particular, Sections 20, 87 and 139, makes it amply clear that a person who signs a cheque and makes it over to the payee remains liable unless he adduces evidence to rebut

> the presumption that the cheque had been issued for payment of a debt or in discharge of a liability. It is immaterial that the cheque may have been filled in by any person other than the drawer, if the cheque is duly signed by the drawer. If the cheque is otherwise valid, the penal provisions of Section 138 would be attracted.
>
> 34. If a signed blank cheque is voluntarily presented to a payee, towards some payment, the payee may fill up the amount and other particulars. This in itself would not invalidate the cheque. The onus would still be on the accused to prove that the cheque was not in discharge of a debt or liability by adducing evidence.
>
> 36. Even a blank cheque leaf, voluntarily signed and handed over by the accused, which is towards some payment, would attract presumption under Section 139 of the Negotiable Instruments Act, in the absence of any cogent evidence to show that the cheque was not issued in discharge of a debt."

40. In view of all these, I hold that the accused has failed to rebut the statutory presumptions. She having miserably failed to discharge her evidential burden, the fact that the accused has issued Ex.P.1 cheque towards discharge of debt or other liability would have to be taken to be proved by force of presumptions, without requiring anything more from the complainant.

41. Mere denial of case put-forth by the complainant would not be enough to rebut the statutory presumptions.

PW.1 has denied the material suggestions. Therefore the suggestions put to PW.1 in the cross-examination remain as suggestions only and nothing more than that. If anything favourable to accused is elicited from PW.1 to probabalise her defence, the situation would have been different.

42. It is also pertinent to note that the accused has not led any evidence in defence.

43. The Hon'ble High Court in the case of **S.K. Honnappa Vs. S.A. Murthy** [Crl.Rev.Petition No.768 of 2018], has observed as under:

> "**13. As a corollary to this, in order to hold the defence version probable, the drawer of the cheque must come out with his defence in his reply notice, and any defence introduced for the first time either at the time when complainant or his witnesses are cross examined or when he leads evidence does not carry as much weight as it carries if there was disclosure at the earliest point of time i.e., before the criminal action is initiated.**"

44. Therefore in view of the above decision, the defence set up by the accused for the first time in the cross-

examination without there being any reply notice, does not carry any weightage besides being no clear and cogent evidence to prove the same.

45. Thus it is clear that the accused has failed to substantiate her probable defence in the cross-examination of PW.1. Clearly enough, PW.1 has virtually stood to ground.

46. Above apart, it is also significant to note that when the accused was questioned while recording her statement under Section 313 of Cr.P.C., she has been asked whether anything to be stated in the matter. However she has not stated anything regarding the defence set up by her. She would have explained the circumstances under which Ex.P.1 cheque reached the hands of the complainant. She would have stated with respect to her defence if any in her statement as what is suggested to PW.1 in the cross-examination. More importantly, the accused in her statement under Section 313 of Cr.P.C., did not whisper anything as to

under what circumstances Ex.P.1 cheque came to be issued and how it has reached the complainant.

47. At this juncture, it is beneficial to refer a Division Bench Judgment of our Hon'ble High Court in the case of **Hosamanera Prakash @ Shivprakash and Others Vs. State of Karnataka, Nyamathi Town Police Station, Honnali Taluk** reported in **2015 (3) KCCR 2406 (DB)**. In that judgment, it is held that "the statement recorded under Section 313 of Cr.P.C., would server a dual purpose ; to falsify, to afford to the accused an opportunity to explain his conduct, and secondly to use denials of established facts as incriminating evidence against him."

48. 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 defence in her statement under Section 313 of Cr.P.C., without any justification. So, in my view, when no explanation is offered by the accused and while PW.1 has categorically denied the

suggestions put to her in the cross-examination, absolutely there is no probability in the case set up by the accused.

49. Hence bearing the above legal position in view, I have once again gone through the entire materials on record. I have also carefully scrutinized the cross-examination of PW.1 in its entirety. However I do not find any convincing and strong defence to have been raised by the accused so as to rebut the statutory presumptions as discussed above and also to probabalise that Ex.P.1 cheque was not issued in discharge of legally enforceable debt or other liability. No circumstances are brought on record by the accused to disbelieve the version of PW.1. There is nothing to discredit the evidence of PW.1. Furthermore the defence taken by the accused appears to be improbable and sans substance. Therefore, suffice it to state that the accused person has miserably failed to rebut the statutory presumption drawn in favour of the complainant as contemplated under Section 118(a) and Section 139 of the N.I. Act. When there is no satisfactory rebuttal evidence by the accused, then statutory

presumption in terms of Section 118 and 139 of N.I. Act will continue to operate.

50. As an upshot of the above discussion, this Court arrives at the following conclusions :

i) The complainant has succeeded in establishing the existence of legally recoverable debt or liability ;

ii) The complainant has satisfactorily proved that the accused has issued the cheque in favour of the complainant towards discharge of the legally recoverable debt or liability as pleaded in the complaint ;

iii) On the other hand, the accused has miserably failed either to prove the non-existence of legally recoverable debt or liability or to probabilise her defence ;

iv) Resultantly, the accused has utterly failed to rebut or displace the presumption drawn in favour of the complainant under Sections 118 and 139 of N.I.Act ;

v) The complainant has clinchingly proved all the essential ingredients to constitute an offence punishable under Section 138 of N.I.Act; and

vi) The accused having failed to make payment of the cheque amount to the complainant as demanded in his legal notice, the accused has committed the offence punishable under Section 138 of N.I.Act.

51. On taking a holistic view of the afore-mentioned observations and the totality of circumstances of the case, in the considered opinion of this Court, the complainant having proved his case beyond reasonable doubt and on the other hand the accused having miserably failed in raising or proving a probable defence or creating a reasonable doubt in the case put-forth by the complainant, the accused Smt. Snehal Ritesh Badkar is found guilty of the offence punishable under Section 138 of the Negotiable Instruments Act, 1881. Hence he is liable to be convicted for the said offence.

52. The Hon'ble Apex Court in **DHAMODAR S. PRABHU VS. SAYED BABULAL H**. reported in **(2010) 5 SCC 663**, observed and held that "with respect to the offence of dishonour of cheques, it is the compensatory aspect of remedy which should be given priority over punitive aspect."

53. Thus, considered, this Court deem it appropriate to convict the accused imposing fine amount with default sentence. Taking into consideration the fact that the lis is between private parties, there shall be no order as to awarding any amount towards defraying expenses of the State. In view of all these, I answer Points No.1 and 2 in the '***Affirmative***'.

54. **POINT NO.3:** For the forgoing discussion and reasons, I make the following:

O R D E R

(i) In exercise of powers conferred under Section 278(2) of BNSS, 2023, the accused is convicted for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881.

(ii) The accused is sentenced to pay fine of Rs.80,000/- (Rupees Eighty Thousand Only) and in default to pay the amount of fine, she shall undergo simple imprisonment for a period of six months.

(iii) In exercise of powers vested under Section 395(1) of BNSS, 2023, the entire fine amount

of Rs.80,000/- shall be paid to the complainant as compensation.

(iv) Since the lis is privy to the parties and no State machinery is involved, there shall be no order for awarding any amount out of the fine amount towards defraying expenses of the State, in view of our Hon'ble High Court's decision in D.B. Jatti Vs. Naraindas Bodaram [Crl.Rev.Petition No.932 of 2021].

(v) The personal bond executed by the accused stands cancelled.

(vi) A copy of this judgment shall be provided to the accused free of cost.

(Dictated to the Stenographer directly on computer, typed by her, corrected and then initialed by me and pronounced in the Open Court on this the 13th day of March, 2026)

(Ganesha Padiyar U)
Addl. Senior Civil Judge & JMFC,
Karwar.

A N N E X U R E

1. **List of witnesses examined for the complainant :**

P.W.1 : Mr Arup S/o Datta Agranayak

2. **List of witnesses examined for the accused :**

- NIL -

3. **List of documents exhibited for the complainant :**

Ex.P.1 : Cheque

Ex.P.1(a) : Signature of the accused

Ex.P.2 : Cheque Return Memo

Ex.P.3 : Office Copy of Legal Notice

Ex.P.4 : Postal Receipt

Ex.P.5 : Postal Acknowledgment

4. **List of documents exhibited for the accused :**

- NIL -

(Ganesha Padiyar U)
Addl. Senior Civil Judge & JMFC,
Karwar.

Digitally signed by
Ganesh Padiyar U (Addl
Senior Civil Judge and
JMFC Court Karwar)