

KAUK210018152024



IN THE COURT OF ITINERATE ADDL.CIVIL JUDGE AND JMFC,  
AT: ANKOLA

Present: Sri.Dhanuraj S.M  
B.A., LLB.  
C/c. Addl. Civil Judge & JMFC., Ankola.

C.C.No.687/ 2025

Dated on this 16<sup>th</sup> day of March 2026

COMPLAINANT : Prathvi Souharda Credit Sahakari  
Niyamita, Ankola, Uttara Kannada.  
Represented by its President and Loan  
Recovery Officer,  
Shri. Devanand Bommayya Nayak,  
Age: 60 Years,  
R/o. Basagod, Taluk: Ankola.  
(By: Sri. N.R.N., Advocate)

V/S

ACCUSED : Smt. Nagamma Toku Ager,  
Age: 51 years,  
Occ: Head Mistress,  
V.K.High school, Taluk: Ankola  
R/o. Soorve, Po: Basagod,  
Ankola Taluk, Uttara Kannada District.  
(By Sri.P.S.N., Advocate)

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Date of commission of offence : 31-08-2024  
Date of report of offence : 30-10-2024  
Date of recording of evidence : 11-08-2025  
Date of closing of evidence : 12-03-2026

Offence complained of : 138 N.I. Act  
Opinion of Judge : As per final order.

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(Dhanuraj S.M)  
C/c. Addl. Civil Judge & JMFC,  
Ankola.

### J U D G M E N T

The complainant has filed this private complaint U/Sec.200 of Cr.P.C., alleging that, the accused has committed the offence punishable U/Sec.138 of N.I. Act against the accused.

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

The complainant is a Financial Institution functioning under the name and style as Prathvi Souharda Credit Sahakari Niyamita, Ankola (U.K). Shri. Devanand Bommayya Nayak being the authorized person of the said Society in Ankola, has filed the present complaint on behalf of the complainant Society. That the accused approached the complainant society along with other two persons namely Shri. Basavaraj Bagimani and Shri. Uday Ganapati Gaovkar as guarantors to the loan and requested for loan. On 25.01.2024 the complainant availed the loan amount of ₹.2,90,000/- from the said society as personal loan by agreeing to repay and to close the said loan along with agreed rate of interest on or before 25.01.2025 in equal monthly installments. That the accused was liable and due to pay a sum of Rs.3,20,611/- along with interest as on

31.08.2024 to the complainant-society. However, the accused has failed to repay the said loan amount. The accused had issued cheque bearing No.704702 dated 31.08.2024 for ₹3,20,611/- drawn on The Urban Co-operative Bank Ltd., Ankola Branch. Hence, the complainant presented the cheque for encashment on 02.09.2024 through his banker Bank of Baroda, Ankola Branch. The said cheque was returned unpaid to the complainant on 02.09.2024 with an endorsement as “Funds Insufficient”. The complainant got issued legal notice to the accused on 18.09.2024 and the accused had received the said notice on 30.09.2024 and she has neither replied to the said notice nor paid the loan amount. As such, the complainant lodged this complaint U/Sec.138 of N.I.Act, 1881.

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. Accused pleaded not guilty and claims to be tried.

5. That the sworn statement of the complainant was recorded and during course of recording of his sworn statement twelve documents were marked as Ex.P1 to 12. In view of the decision of the Hon'ble Apex Court in the case of **Indian Bank Association V/s Union of India and others reported in (2014)5 SCC 590**, the affidavit filed by the complainant in lieu of sworn statement has been treated and considered as evidence of the complainant and the documents marked as Ex.P1 to 12 are considered as documentary evidence.

6. Thereafter, the statement under Section. 313 of Cr.P.C., is recorded. The accused denied the incriminating evidence appearing against her and not opted for defence evidence. Hence, the case was posted for arguments.

7. Heard the arguments on behalf of Complainant and the Accused.

8. On going through the materials placed on record, the following Points would arise for my consideration:

#### P O I N T S

***1) Whether the complainant society proves beyond all reasonable doubt that, the accused had issued Cheque bearing No.704702 for ₹3,20,611/- dtd:31-08-2024 drawn on The Ankola Urban Co-operative Bank Ltd., Ankola***

*towards discharge of legally recoverable debt to the complainant, when the complainant presented the said Cheque for encashment through his banker Bank of Baroda, Branch: Ankola, the said cheque is returned unpaid to the complainant on 02-09-2024 with an endorsement as "Funds Insufficient" and the complainant got issued legal notice to the accused on 18-09-2024, the accused neither replied to the said notice nor paid Cheque amount within prescribed period and thereby committed an offence punishable U/Sec. 138 of N.I. Act, 1881?*

*2) What order?*

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

*Point No.1: Affirmative*

*Point No.2: As per the final order*

*for the following :*

### REASONS

10. POINT NO.1:- At the outset it is to be noted that the complainant has alleged the commission of offence punishable under Section. 138 of NI Act. The complainant has to establish the following requirements in order to succeed in this case.

I) That the accused had issued Ex.P.1 cheque bearing No.704702 dated: 31.08.2024 drawn on The Urban

Co-operative Bank Ltd., Ankola branch, Karwar towards the discharge of outstanding legal liability of ₹3,20,611/-.

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

lii) That the cheque was returned unpaid for reason that “ Funds Insufficient” as per memo dated: 02.09.2024.

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 dishonour of cheque and the same was duly served the accused on 02.09.2024.

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

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

**11.** In view of the decision of the **Hon’ble Apex Court in the case of Indian Bank Association V/s Union of India and others reported in (2014)5 SCC 590**, the affidavit filed by the complainant in lieu of sworn

statement has been treated and considered as evidence of the complainant as stated supra.

12. The PW-1 has reiterated the averments made in the complaint in his affidavit evidence. The complainant got exhibited twelve documents as per Ex.P.1 to Ex.P.12 in his evidence on his behalf as under:

Sl. No.	Exhibits	Particulars of the Document
01	Ex.P.1	Cheque bearing No. 704702 drawn on The Urban Bank Co-operative Bank Ltd., Ankola branch, Karwar for ₹.3,20,611/- in favour of the complainant.
02	Ex.P.1(a)	Signature of the accused found in Ex.P.1.
03	Ex.P.2	Bank return memos dated: 02.09.2024
04	Ex.P.3	Registered Legal notice dated: 18.09.2024
05	Ex.P.4	Postal Acknowledgment
06	Ex.P.5	Copy of Resolution
07	Ex.P.6	Loan Application
08	Ex.P.7	Letter of Resolution
09	Ex.P.8	On demand Promissory note
10	Ex.P. 9 to 11	Security Letter of guarantors
11	Ex.P.12	Extract of loan account of the accused

13. As per resolution copy dated: 31.01.2024 which is marked at Ex.P.5, it reveals that the President of the complainant society Devananda Bommaiah Nayak was authorized by the complainant society in its Board Directors' meeting held on 31.01.2024 to file this case; to represent the complainant society; to give evidence and to do all acts and deeds which are necessary pertaining to this case.

14. On the other hand, the accused not led defence evidence and no documents got marked on behalf of the accused. She 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 liability by furnishing proper books of account.
- lii) The complainant has not established the fact that Ex.P.1 is issued for the legally recoverable debt as contemplated under the provisions of Negotiable Instrument Act.
- iv) The complainant has obtained the blank cheque of the accused and by entering an amount of Rs.3,20,611/-, the complainant presented the cheque for encashment and thereby misused the cheque of the

accused, those he is not liable to pay the cheque amount.

15. In order to determine the rival claims placed by the complainant and accused a reference is made to relevant provisions of NI Act. Section 6 of N.I.Act defines “Cheque”. A Cheque is a bill of exchange drawn on specified Bank and not expressed to be payable otherwise than on demand which includes the electronic image of truncated Cheque and a Cheque in the electronic form.

16. Ex.P.1 /Cheque bearing No.704702 dated: 02.04.2024 for ₹.3,20,611/- The Urban Co-operative Bank Ltd., is the original Cheque which conform to the requirements of Section 6 of the Act.

17. The complainant is holder of Ex.P.1 /Cheque as defined under Section 138 of N.I.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. Section 139 of N.I.Act mandates that, it shall be presumed unless the contrary is proved that, the holder of cheque received the cheque of the nature referred to in Section 138 of the

said Act for discharge, in whole or in part of the debt or other liability.

**18.** By applying the legislative mandate enshrined in Sections. 6, 8, 118 and 139 of N.I.Act to the facts of the case on hand a presumption may be drawn that Ex.P.1 cheque 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 the accused. The presumption available to the complainant as per Section 118 and 138 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 that the Ex.P.1 was issued towards discharge of outstanding liability.

**19.** 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.

**20.** The complainant was informed about the dishonour/return of cheque/Ex.P.1 by his Bank of Baroda on 02.09.2024 as per Ex.P.2/return memo.

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

of information by him through his Bank regarding the return of cheque unpaid.

22. A payee gets a cause of action to issue demand notice only on the receipt of information from the Bank regarding the dishonour of cheque and his right to issue demand notice continues till the expiry of 30 days.

23. In the instant case, the complainant has issued the demand notice well within the statutory period which is evident from Ex.P.3 legal notice dated: 18.09.2024. The said notice was served on the accused which is evident from Ex.P.4/Postal acknowledgment. In a decision reported in **2006 AIR Kar R.342**, on **Hon'ble High Court of Karnataka** held that acknowledgment of postal department is sufficient to prove the service of notice. Thus suffice it to state that there is due service of legal notice upon the accused.

24. The accused had neither replied to the said notice/Ex.P.3 nor paid the loan amount. This complaint has filed on 30.10.2024 well within the period of limitation.

25. As stated supra cheque was returned dishonoured for want of "Funds Insufficient" in the account of the accused as per Ex.P.4. It is pertinent to state here that the

accused has not disputed that she had received the legal notice.

26. In view of rival contentions raised by the complainant society and the accused regarding the scope of Section 139 of N.I.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.*

27. 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.

28. In the case of **APS Forex Service Private Ltd. v/s 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 exists 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.

**29.** 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 of N.I.Act. It is for the accused to rebut the presumption by placing sufficient materials on record.

**30.** 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 N.I.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 that the complainant society has lent a sum of ₹3,20,611/- to the accused as business loan and for the repayment of the said loan due, the accused had issued Ex.P.1 cheque to the complainant.

**31.** 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 the learned Advocate for accused suggested the PW-1 that the cheques/Ex.P.1 and the

signature found in cheque which is marked as Ex.P.1(a) does not belong to the accused. On the other hand, it was the contention of the accused that the complainant society has misused the cheque of the accused by obtaining blank cheque of the accused. It is relevant to note here that the accused has not lead defence evidence.

**32.** If according to the accused that the complainant society has obtained a blank cheque and misused the said cheque, nothing prevented the accused to lodge complaint against the complainant society or to take legal actions against the complainant society or 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 society.

**33.** On the other hand, the complainant society to prove that the accused has obtained personal loan of Rs.2,90,000/- from the society, they have filed the loan application submitted by the accused to the complainant-society which is marked at Ex.P6. On careful perusal of the said loan documents, it reveals that accused had applied for sanctioning personal term loan of Rs.3,00,000/- and the complainant-society has recommended an amount of Rs.2,90,000/-. Accordingly, paid the said amount of Rs.2,90,000/- to the accused. Perusal of Ex.P7, it reveals that the accused had executed agreement in favour of the

complainant-society, wherein she has agreed to repay the said loan amount of Rs.2,90,000/- along with interest at the rate of 16% in 12 equal monthly installments and that one Basavaraj Bagimani and Uday Ganapati Gaonkar have stood as sureties to the said loan. Perusal of Ex.P9, it reveals that the accused had pledged LIC bearing policy No.77048357 and shares bearing A/c. Nos.437 and 352 in favour of complainant-society as security to the said loan amount of Rs.2,90,000/-. Other than that, accused and their sureties have executed on demand promissory note dated 25.01.2024 in favour of the complainant-society for the payment of Rs.2,90,000/- which is evident from Ex.P8. Perusal of Ex.P10 and Ex.P11, it reveals that the sureties by name Basavaraj Bagimani and Uday Ganapati Gaonkar have executed documents pledging their savings and shares in favour of the complainant-society as security to the loan availed by the accused.

34. It is pertinent to state here that the complainant-society to prove the liability of the accused, they have produced the statement of account, wherein the amount due and liable to be paid by the accused is mentioned as Rs.3,20,611/-. That the accused did not raise any objections to mark the said documents or the accused did not dispute the said statement of account and its genuineness with the help of convincing and satisfactory evidence. On the other hand, on careful appreciation of the entire materials on record including the documents at

Ex.P.1 to 12 as discussed supra clearly establishes the existence of legally enforceable debt. It is pertinent to state that the accused except denying the case of the complainant by way of suggestion to the PW-1 in his cross-examination that there is no legally recoverable debt; cheque has not been issued for the payment of legal debt or that accused had not obtained any loan, there is no iota of evidence available on record to prove the said contention by the accused. Accused in his statements 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 society.

35. On the other hand, the suggestions put to the complainant by the accused during the course of cross-examination essentially signifies that that accused has admitted Ex.P.1/cheque and her signature found on the same. When the accused has admitted the issuance of cheque and her signature there on, presumption under Sections. 118 and 139 of Negotiable Instrument Act arises in favour of the complainant and it is for the accused to rebut the said presumption by placing cogent and clinching evidence. The complainant has discharged initial onus which rises presumption under Sections.118(a) and 139 of Negotiable Instruments Act. The accused did not produce any documentary evidence to prove her defence. Moreover, the accused has not issued any reply notice to

the legal notice issued by the complainant. Hence, an adverse inference can be drawn against the accused in this regard. Except limited suggestions in the cross-examination of PW1 by the accused, there is no satisfactory evidence available on record to believe the version of the accused.

**36.** In view of the above discussions, this court is of the opinion that the complainant has asserted his case and has unequivocally stated about the loan transaction, issuance of cheques and dishonour of cheques and also proved that the cheque/Ex.P.1 was issued by the accused for the legally recoverable debt in his evidence. From the above discussion the following conclusions may be drawn.

- i) That the accused had issued Ex.P.1 /Cheque towards discharge of outstanding liability of ₹3,20,611/-.
- 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. 4 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 ₹3,20,611/- within the stipulated period though he 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.

37. Therefore, the accused has utterly failed to rebut or displace the presumption drawn in favour the complainant under section 118 and 139 of NI Act. He has miserably failed either to prove the non existence of legally recoverable debt or liability or to probabilize his defense. In view of the above discussion and conclusion, I answer point No. 1 in the “**Affirmative**”.

**38. POINT No.2:** Section 138 of N.I. Act provides that without prejudice to any other provisions of the Act, the offence shall be punished with imprisonment for a term which may extend to two years, or with fine twice the amount of the cheque, or with both.

39. The Hon’ble Apex court in a decision reported in (2010)5 SCC 663 between Damodhar S Prabhu V/s Sayed Babulal, wherein it is held that “with respect of the

offence of the dishonour of cheques, it is the compensatory aspect of remedy which should be given priority over punitive aspect”.

40. Thus, in the light of the above decision it appropriate to convict the accused imposing fine amount with default sentence.

41. The Hon’ble Supreme Court of India has laid down the law regarding the assessment of compensation or levy of fine in a prosecution for an offence punishable Under Section 138 NI Act in the following decision reported in;

**2011 AIAR (Criminal) 961**

**R.Vijayan Versus Baby and Anr**

**Has been pleased to observe as under:**

***18. One other solution is a further amendment to the provision of Chapter XVII so that in all cases where there is a conviction, there should be a consequential levy of fine of an amount sufficient to cover the cheque amount and interest thereon at a fixed rate of 9% per annum interest, followed by award of such sum as compensation from the fine amount. This would lead to uniformity in decisions, avoid multiplicity of proceedings (One for enforcing civil liability and another for enforcing criminal liability) and achieve the object of***

*Chapter XVII of the Act, which is to increase the credibility of the instrument. This is however a matter for the Law Commission of India to consider.*

42. The ratio of above decision is followed while levying fine in the present case. Ex.P.1 /Cheque dated: 31.08.2024 is for ₹3,20,611/-. The litigation has been protracted for a period of 01 year 04 months 17 days from the date of complaint. If the interest is calculated at the rate of 9% PA on cheque amount of ₹3,20,611/- from the date of filing of complaint i.e. for 01 year 04 months 17 days, it would work out to ₹39,835/-. The total liability works out at ₹3,60,447/- inclusive of cheque amount of ₹3,20,611/-.

43. It is pertinent to state here that, this case pertains to the private individuals 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 the **Hon'ble High Court's** decision in **D.B.Jatti Vs Naraindas Bodaram (Criminal Revision Petition No.932 of 2021)**. Having regard to nature and circumstances of the case and the age of accused the period of imprisonment may be fixed for a period of six months in case of default in payment of fine amount of ₹3,60,446/-. In view of the above discussion I pass the following;

**:O R D E R:**

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

Acting under Section.278(2) of BNSS-2023, R/W Sections.138 and 143 of Negotiable Instruments Act, the accused is convicted for the offence punishable Under Section.138 of Negotiable Instruments Act and she is sentenced to pay fine of ₹3,60,446/- (Rupees Three Lakhs Sixty Thousand Four Hundred and Forty six only) to the complainant.

In the event of failure of the accused to pay the fine amount of ₹3,60,446/- (Rupees Three Lakhs Sixty Thousand Four Hundred and Forty six 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 cancelled.

(Dictated directly to the stenographer on computer, then corrected and pronounced by me in the open court on this the 16<sup>th</sup> day of March, 2026).

(Dhanuraj S.M)  
C/c. Addl. Civil Judge & JMFC,  
Ankola.

### ANNEXURE

#### 1. List of witnesses examined for Complainant:

PW.1 : Shri. Devanand Bommayya Nayak

#### 2. List of documents exhibited for Complainant:

Ex.P-1 : Cheque  
Ex.P-2 : Bank Endorsement  
Ex.P-3 : Legal Notice  
Ex.P-4 : Postal Acknowledgment  
Ex.P-5 : Resolution  
Ex.P-6 : Loan Application  
Ex.P-7 : Loan agreement  
Ex.P-8 : Demand Promissory Note  
Ex.P-9 to 11: Security bonds  
Ex.P-12 : Extract of loan account of the accused

**3. List of witnesses examined for Accused:**

-Nil-

**4. List of documents exhibited for Accused:**

-Nil-

(Dhanuraj S.M)  
C/c. Addl. Civil Judge & JMFC.,  
Ankola.

