

IN THE COURT OF THE II ADDL. CIVIL JUDGE AND J.M.F.C.,
KUNDAPURA.

C.C.No. 607/2023

Vijay
S/o Narayana Marakal
R/o Ekadanta Padaine mane Koravadi
Kumbhashi Villlage and Post
Kundapura Taluk
Usupi District Complainant

-Vs-

Vidyananda N Poojary
R/o 3-173, Trinethra Kripa
Tenkanedeyuru, Kodavuru
Udupi Taluk and District. Accused

I Smt. Rohini D. II Addl. Civil Judge & J.M.F.C. Kundapura hereby charge you the accused above named as follows:

ACCUSATION

That the accused has received loan of Rs. 5,00,000/- from the complainant for his personal necessities on 29-03-2021. Out of 5,00,000/- , 2,00,000/- has paid in cash and remaining 3,00,000/- was transferred to his account through the account of complainant's friend. The accused has issued cheque drawn on State Bank of India, Brahmavara Branch, cheque bearing No. 825903 dated 26-12-2022 for Rs.5,00,000/-, in favour of complainant towards the discharge of debt in the presenc eof his friend Ravi Swamiya gi. The complainant presented the said cheques for encasement through Canara Bank, Thekkatte Branch, it was returned to the banker of accused with an endorsement "**Funds insufficient**" on 28-12-2022. The complainant issued notice dated 13-01-2023 for payment of the due amount within 15 days and the notice duly served upon you on 17-01-2023, you have neither replied the notice, nor paid any portion of the dues to the

complainant You issued a cheques knowing fully well that your account has insufficient balance to honor the said cheques and thereby committed an offence punishable under section 138 of Negotiable Instruments Act.

Q. 1: Did you understand the substance of accusation read over to you?

Ans:

Q. 2: Do you plead guilty or have any defense to make?

Ans:

(Certified that the above plea is read over and explained to the accused in the language known to him in Kannada and the contents of the above plea are true and correct)

Date: 12-07-2024

II Addl. Civil Judge and J.M.F.C.,
Kundapura.