

IN THE COURT OF THE II ADDL. CIVIL JUDGE AND J.M.F.C.,
KUNDAPURA
C.C.No. 1016/2023

No. 7167, Purse-seine Fishermen Primary
Service Co-operative Society Ltd., Kota,
Udupi Taluk, U.D.,
Representing the Purse-seine Fishermen
Swasahaya Sangha (Self Help Group),
Gangolli Kundapura Taluk, U.D.

- By Chandrashekar, 46 years
S/o Soora Mogaveera, Senior Clerk. Complainant

-Vs-

Sandesh, 30 years
S/o Annappa,
R/o Near Vinayaka Sawmill
Gangolli Village and Post,
Kundapura Taluk, U.D.

. . . . Accused

STATEMENT OF THE ACCUSED U/SEC.313 OF CR.P.C.

Q.No.1) Have you heard the evidence and statements of complainant?

Ans:

Q.No.2) P.W.1 – Chandrashekar has deposed that, you used to purchase raw fish on credit basis from the PW1 on the co-obligation of Praveen Shetty and another Sandesh, S/o. G.T. Sheena. You, the said Praveen Shetty and Sandesh, S/o G.T. Sheena entered into a Kararu Pathra dated 28-09-2015 with the PW1. You has also entered into a written Kararu Pathra dated 28-09-2015 with the PW1, that Praveen Shetty also entered into a written Kararu Pathra dated 28-09-2015 with the PW1 and similarly Sandesh, S/o G.T. Sheena also entered into a written Kararu Pathra dated 28-09-2015 with the PW1. You, Praveen Shetty and Sandesh, S/o GT Sheena agreed to pay interest at the rate of 12% p.a from the due dates till the repayment. That as on 01-05-2018 the you, Praveen Shetty and Sandesh, S/o G.T. Sheena were jointly and severally liable to pay the PW1 Rs. 10,39,501/- out of which Rs.

8,59,033/- being principal. i.e., the balance of the price of the fish purchased on credit basis from the PW1, that Rs. 1,80,468/- being the interest on the dues at the rate of 12% p.a. apart from Rs. 300/- being the cost and charges of the registered notices issued to the you, Praveen Shetty and Sandesh, S/o G.T. Sheena. That towards the repayment of the same the you has issued a cheque drawn on Syndicate Bank, Hemmady Branch, cheque bearing No. 985286 dated 02-05-2018 for Rs. 6,00,000/-, in favour of PW1. Do you wish to say anything?

Ans:

Q.No.3) In further P.W.1 has deposed that, You promised to keep sufficient balance to the said cheque, when presented for encasement by PW1 through Syndicate Bank, Gangolli branch the cheque was returned with an endorsement stating “**Funds insufficient**”. in your bank account, vide memo of your Banker, dated 18-06-2018. You have purposefully issued the said cheque with an intention to defraud the PW1. Do you wish to say anything?

Ans:

Q.No.4) In further P.W.1 has deposed that PW1 has issued a legal notice to you through counsel of PW1 on 04-07-2018 by RPAD, which you were called upon to make the payment of the cheque amount within the 15 days from the service of notice. The legal notice was duly served upon you on 09-07-2018. That you have not paid any amount. By the said notice you were called upon to pay the amount covered by the said cheque. Do you wish to say anything?

Ans:

Q.No.5) In further P.W.1 has deposed that, PW1 had issued the said cheque to PW1 knowing fully well that there is no balance amount in your bank account to meet the cheque and you with an intention to cheat PW1 and play fraud on PW1. Thus you have committed an offence within the

meaning of Section 138 of N.I. act. You are liable to be punished for the act. Do you wish to say anything?

Ans:

Q.No.6): Do you have any defence evidence?

Ans:

Q.No.7): Do you wish to say anything?

Ans:

(Certified that the above statement is read over to the accused in Kannada a language known to him and recorded his answers in the open Court)

Date: 12-03-2025

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