KAYG030059582024

**IN THE COURT OF THE PRL CIVIL JUDGE AND JMFC, YADGIRI**

**PRESENT**

**SRI. ARUN CHOUGULE**

B.A.,LL.,B.(HONS.)

**PRL.CIVIL JUDGE & JMFC, YADGIRI.**

**DATED THIS THE 07th DAY OF AUGUST-2026.**

**C.C. No.2210/2024**

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| **COMPLAINANT:**- | Smt.Manjula W/o Shivakumar Nayak,<br>Age: 36 Years, Occ: Household,<br>R/o Aziz colony, Yadgiri City,<br>Tq: & Dist:Yadgiri. |
| | (**By Sri. P.C.D, Advocate)** |
| | **-V/s-** |
| **ACCUSED:**- | Sri. H.B. Somashekhar S/o Devappa Talawar, Age: 42 years, Occ: Second class Assistant, R/o Office of the Assistant Director of Agriculture, Koppala, |
| | (**By Shri.S.N.P., Advocate)** |

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

The present case is registered on the basis of a private complaint filed by the complainant against the accused for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881.

2. The case of the complainant is that, her husband and the accused are close friends. Both of them were initially employed in the Agriculture Department at Yadgir. Owing to their long-standing friendship and close familial ties, monetary transactions routinely took place between them. On 10th June 2023, the accused approached the complainant stating that his mother was hospitalized due to a severe illness and requested a hand loan of Rs.3,00,000/- (Rupees Three Lakhs only) to meet her medical expenses, promising to repay the same within six months. Believing his representation, the complainant advanced the sum of Rs.3,00,000/- in cash on the spot out of the savings she had earmarked for her house repairs.

2.1 After the expiry of the stipulated period of six months, the accused failed to repay the amount and was subsequently transferred to Koppal. Upon persistent demands, the accused issued a cheque bearing No. 897265 dated 10th July 2024 drawn on the State Bank of India, Koppal Branch, in favor of the complainant. The said cheque was filled up, signed, and delivered by the accused to the complainant in the presence of the Branch Manager, State Bank of India, Allapura Village Branch, Yadgir. At that time, the accused requested the complainant to defer the presentation of the cheque by a month.

2.2 Accordingly, on 25th September 2024, the complainant presented the said cheque for encashment through her banker, the State Bank of India, Allapura Village Branch. However, the cheque was returned dishonored on 26th September 2024 with an endorsement "Funds Insufficient". Thereafter, the complainant's husband attempted to contact the accused over the telephone and in person to apprise him of the dishonor, but the accused deliberately evaded their calls and communications.

2.3 Consequently, the complainant, through her learned counsel, issued a statutory legal notice dated 22nd October 2024 by registered post acknowledgment due (RPAD) to the workplace address of the accused. The said notice was duly served upon the accused on 28th October 2024, and the postal acknowledgment was received by the complainant's counsel on 5th November 2024.

2.4 The accused caused a reply notice through his advocate, wherein he denied any friendship with the complainant's husband and contended that the cheque was a fabricated document obtained through coercion, fear, fraud, and intimidation. It was further alleged in the reply that the cheque did not bear a date when taken. The accused also contended that due to the alleged harassment by the complainant and her husband, he had consumed poison on 21st July 2024, was treated at Sri Lakshmi Multi-Speciality Hospital in Manvi, and was discharged on 29th July 2024. He stated that no police complaint was lodged against them only because they were government employees and upon the requests made by the complainant's husband. He further threatened to initiate criminal action and claim medical expenses.

2.5 The complainant asserts that the claims in the reply notice are completely false and malicious, invented solely to evade liability and embezzle the borrowed money. Since the accused failed to comply with the demand made in the legal notice by repaying the loan amount of Rs.3,00,000/- within the statutory period of 15 days, which expired on 13th November 2024, the complainant was constrained to institute the present complaint.

3. After the filing of the private complaint, the sworn statement of the complainant was recorded, and documents marked as Ex.P-1 to Ex.P-6 were received. On the basis of the sworn statement

affidavit and materials on record, this Court took cognizance of the offence, ordered the issuance of summons to the accused, and accordingly, the criminal case came to be registered against the accused.

4. Upon service of summons, the accused appeared before this Court through his learned counsel and was enlarged on bail. Thereafter, the substance of the accusation was read over and explained to the accused. The accused pleaded not guilty and claimed to be tried. Consequently, the matter was posted for the evidence of the complainant.

5. In order to prove her case, the sworn statement affidavit of the complainant was treated as her examination-in-chief, and she was examined as PW-1. The learned counsel for the accused subjected PW-1 to an intensive cross-examination. With this, the complainant closed her side of the evidence.

6. Thereafter, the statement of the accused under Section 351(1)(b) of the Bharatiya Nagarik Suraksha Sanhita, 2023 was recorded to enable him to explain the incriminating circumstances appearing against him in the complainant's evidence. The accused

denied the incriminating material as false. In support of his defense, the accused examined himself as DW-1 and got marked documents as Ex.D-1 and Ex.D-2, and closed his side of the evidence.

7. I have heard the arguments advanced by the learned counsel appearing for the complainant and the learned counsel for the accused. The learned counsel for the accused has also submitted a written memo placing reliance on the following judicial precedents:

- Judgment of the Hon'ble High Court of Karnataka in *Smt. F. Chandra Vs. Smt. Anita* (Decided on 28.07.2023).
- Judgment of the Hon'ble High Court of Karnataka in *Ravikumar Vs. K. J. Puttaraju* (Decided on 07.08.2025).
- Judgment of the Hon'ble High Court of Madhya Pradesh in *Suresh Vs. Sanjay* (Decided on 30.01.2026).
- Judgment of the Hon'ble High Court of Manipur in *Shri Manojakumar Jain Vs. Mahendrakumar Jain* (Decided on 17.10.2025).

8. On a careful perusal of the pleadings, oral and documentary evidence on record, the points that arise for my determination are:-

1. Whether the complainant has proved that the accused has committed the

offence punishable under Section 138 of the Negotiable Instruments Act, 1881?

2. What order?

9. Having regard to the material placed on record and arguments heard, findings of this Court to the above points are:

**Point No.1 : In the Affirmative.**
**Point No.2 : As per final order.**

**:: REASONS ::**

10. **POINT NO.1:** It is the case of the complainant that the accused and the complainant’s husband, being close friends and colleagues in the Agriculture Department, shared deep familial ties and routine monetary transactions, under which pretext the accused approached the complainant on 10th June 2023 seeking a hand loan of Rs.3,00,000/- for his mother's urgent hospital treatment. The complainant advanced the said amount in cash on the spot from her personal house-repair savings, upon the accused's promise of repayment within six months. After the expiry of the stipulated period, the accused failed to repay the loan, and upon persistent demands, he issued a signed and filled-up cheque bearing No.

897265 dated 10th July 2024 for Rs.3,00,000/- drawn on the State Bank of India, Koppal Branch, in the presence of the Bank Manager at the Allapura Village Branch. However, upon presentation for encashment on 25th September 2024 through the complainant's banker, the said cheque was returned dishonoured on 26th September 2024 with an endorsement "Funds Insufficient." Despite a statutory legal notice dated 22nd October 2024 sent via RPAD and duly served upon the accused on 28th October 2024, the accused caused a false and evasive reply notice raising baseless allegations of coercion and hospitalisation, and completely failed to repay the borrowed amount within the mandatory 15 days, thereby constraining the complainant to file this complaint.

11. The complainant, having filed her sworn statement affidavit reiterating the averments of the complaint, got herself examined as PW-1 and placed reliance on documentary evidence marked as Ex.P-1 to Ex.P-6. The disputed cheque is marked as Ex.P-1; the bank return memo dated 26.09.2024 is marked as Ex.P-2; the office copy of the statutory legal notice dated 22.10.2024 issued by the complainant to the accused is marked as Ex.P-3; the postal receipt is marked as Ex.P-4; the postal acknowledgment card is

marked as Ex.P-5; and the reply notice dated 06.11.2024 issued on behalf of the accused is marked as Ex.P-6.

12. On the other hand, to rebut the statutory presumptions, the accused got himself examined as DW-1. In his examination-in-chief, DW-1 has deposed that he was acquainted with the complainant through her husband, Shivakumar. He categorically denied borrowing any loan from the complainant. Instead, he asserted that he had raised a loan of Rs.50,000/- from the complainant's husband, Shivakumar, in the year 2022, which was fully repaid within the same year. He further stated that, as instructed by the complainant's husband, the said sum of Rs.50,000/- was transferred online via PhonePe directly to the bank account of the complainant. He alleged that at the time of advancing the said loan, the complainant's husband had collected a blank signed cheque from him under the guise of address verification. When the accused demanded the return of his cheque upon liquidation of the loan, the complainant's husband put him off by promising to return it later.

12.1 Subsequently, in June 2024, when the accused applied to his department for a transfer to Koppal, the complainant, her husband, and her father intercepted him near Tumkur Road in the first week of July 2024. They coerced him to accompany them to the bank branch and demanded that he sign a cheque for Rs.3,00,000/-. When the accused questioned this demand on the ground that the previous loan was already cleared, they extended life threats to him. Panicked and unable to sign the documents properly, the accused was made to append his signatures on a sheet of white paper and was produced before the Branch Manager. The complainant and her husband allegedly got his signatures altered on the bank's account maintenance forms, forcibly entered the amount of Rs.3,00,000/- on the cheque, and extracted his signature thereon.

12.2 The accused contends that he does not owe any legally enforceable debt to the complainant or her husband, though he admits inserting the date "10.07.2024" on the cheque under duress. He further deposed that due to the persistent financial harassment, threatening phone calls, and messages relayed through various intermediaries by the complainant, he was driven to attempt suicide by consuming poison on 21.07.2024. While he was undergoing medical treatment, the complainant allegedly contacted his wife and father through his colleagues, Veeresh and M.D. Anwar, assuring them that the dispute would be settled amicably and requested them not to lodge a police complaint. However, breaching the assurance, the complainant failed to return the cheque and instead got issued a legal notice, culminating in this false criminal case. Maintaining that he has no financial liability towards the petitioners, the accused prayed for his acquittal.

12.3 To corroborate his defense regarding the suicide attempt and subsequent hospitalization, the accused produced and got marked his hospital discharge summary as Ex.D-1 and his medical case records as Ex.

13. The learned counsel for the complainant argued that by producing the primary documents marked from Ex.P-1 to Ex.P-6, the complainant has successfully proved all the essential ingredients of Sections 138 and 142 of the Negotiable Instruments Act, 1881. Consequently, the mandatory statutory presumptions under Sections 118 and 139 of the said Act must be drawn in favor of the complainant. It was further argued that the accused has failed to lead any cogent, reliable, or independent evidence to establish his defense or to demonstrate how the cheque reached the hands of the complainant. Since the speculative defense set up by the accused fails to rebut the statutory presumptions operating against him, the

complainant has proved her case beyond reasonable doubt. Accordingly, the learned counsel prayed for the conviction of the accused for the offense punishable under Section 138 of the N.I. Act.

14. Per contra, the learned counsel for the accused vehemently argued that the complainant has failed to prove the existence of a legally enforceable debt or liability, which is a condition precedent to attract the offense under Section 138 of the Negotiable Instruments Act, 1881. It is submitted that the entire case of the complainant is a malicious fabrication engineered by exploiting a long-standing acquaintance. The learned counsel contended that the accused had never raised any hand loan of Rs.3,00,000/- from the complainant as alleged; instead, he had borrowed a nominal sum of Rs.50,000/- from the complainant's husband, Shivakumar, back in the year 2022. It is argued that the said loan was fully liquidated within the same year via an online PhonePe transfer directly into the complainant's bank account, thereby extinguishing any liability.

14.1 It is further argued that the disputed cheque (Ex.P-1) was never issued voluntarily towards the discharge of any debt. The learned counsel contended that the cheque was originally collected as a blank security document for address verification by the complainant's husband at the time of advancing the 2022 loan, which he illegally withheld despite the loan being cleared. It is argued that upon learning of the accused's official transfer to Koppal in June 2024, the complainant, her husband, and her father intercepted the accused near Tumkur Road, subjected him to severe intimidation, and forcibly escorted him to the bank branch. The learned counsel pointed out that the accused was subjected to intense physical and mental coercion, under the influence of which his signatures were forcibly altered on the bank records and the text of the cheque was unilaterally filled up to register this false case.

14.2 To substantiate the defense of extreme harassment and coercion, the learned counsel drew the attention of this Court to the medical records marked as Ex.D-1 and Ex.D-2. It is argued that the persistent financial extortion and life threats extended by the complainant and her henchmen drove the accused to the brink of despair, compelling him to attempt suicide by consuming poison on 21.07.2024. The learned counsel emphasized that the accused was hospitalized at Sri Lakshmi Multi-Speciality Hospital, Manvi, for over a week, and a police complaint was deferred solely upon the desperate pleas and assurances of the complainant’s husband that the cheque would be returned. It is argued that the absolute lack of any financial capacity on the part of the complainant to advance such a huge cash loan out of casual "house-repair savings," combined with the compelling medical evidence of the suicide attempt, successfully rebuts the statutory presumptions under Sections 118 and 139 of the N.I. Act. Relying upon the judicial precedents produced along with the memo, the learned counsel concluded that the defense has created a serious doubt regarding the complainant's case, and therefore, the accused is entitled to an absolute acquittal.

15. This Court has carefully perused the evidence and the entire material placed on record. The disputed cheque marked as Ex.P-1 and the bank return memo marked as Ex.P-2 demonstrate that the cheque was presented for encashment on 23.09.2024 and was returned unpaid with an endorsement stating "Funds Insufficient." The office copy of the statutory demand notice marked as Ex.P-3, the postal receipt marked as Ex.P-4, and the postal acknowledgment card marked as Ex.P-5 collectively establish that the demand notice was issued on 22.10.2024 and was duly served upon the accused on 28.10.2024. Thereafter, the complainant

instituted the present complaint on 14.11.2024. A chronological computation of these statutory dates makes it clear that the present complaint has been filed well within the prescribed period of limitation.

16. In order to raise the mandatory presumptions under Sections 118 and 139 of the Negotiable Instruments Act, 1881, the complainant must first establish the execution of the cheque by the accused. In this regard, it is relevant and necessary to refer to the landmark precedent of the Hon'ble Supreme Court rendered in the case of *Kumar Exports Vs. Sharma Carpets*, reported in *(2009) 2 SCC 513*, wherein it has been held that the statutory presumptions under Sections 118 and 139 of the Act come into existence as soon as the complainant proves that the negotiable instrument was executed by the accused.

17. In the present case, it is not in dispute that the Ex.P-1 cheque belongs to the bank account maintained by the accused. Although the accused admits his signature appearing on the cheque, he contends that the instrument was extracted by the complainant and her husband under duress, threat, and coercion. It is a settled position of law that once the cheque and the signature thereon are

admitted, the statutory presumptions under Sections 118 and 139 of the N.I. Act seamlessly arise in favor of the complainant. Consequently, the onus of establishing a defense that the signature on the cheque was obtained through threat and coercion shifts heavily onto the accused.

18. It is further undisputed that the complainant and the accused are well acquainted with each other. Insofar as the alleged transaction in question is concerned, the accused in his examination-in-chief has set up a defense that he had borrowed a nominal sum of Rs.50,000/- from the complainant’s husband in the year 2022 and had issued his blank cheque as security. The accused contends that he subsequently repaid the said loan of Rs.50,000/- via an online PhonePe transfer directly to the complainant’s bank account as per the instructions of her husband, but the complainant's husband failed to return the security cheque. He further alleges that later, in the month of June 2024, when he was officially transferred to Koppal, the complainant and her husband, having come to know of his transfer, intercepted him, forcibly entered an inflated amount of Rs.3,00,000/- into the said blank cheque, and extracted his signature by extending life threats. The accused suggests that because of the continuous harassment and

extortion by the complainant and her husband, he was driven to attempt suicide on 21.07.2024. He claims that the complainant and her husband subsequently requested him not to lodge a police complaint, promising to sort out the issues amicably. On the strength of these contentions, the accused states that he has no legally enforceable liability toward the complainant.

19. However, a meticulous perusal of the material on record reveals glaring contradictions in the stand taken by the accused. During the cross-examination of the complainant/PW-1, the learned counsel for the accused put forth a suggestion that the accused had delivered his signed blank cheque to the complainant as a security for the repayment of a loan advanced by the complainant herself. It was further suggested that the accused had repaid sums of Rs.50,000/- and Rs.1,00,000/- via PhonePe and cash against the dues owed to the complainant. The relevant portion of the cross-examination of PW-1 is extracted below:

ಆರೋಪಿ ನನಗೆ ಸಾಲ ಮರುಪಾವತಿ ಭದ್ರತೆಗಾಗಿ ಸಹಿ ಮಾಡದೆ ಖಾಲಿ ಚೆಕ್ಕನ್ನು ಕೊಟ್ಟಿದ್ದರು ಎಂದರೆ ಸರಿಯಲ್ಲ.

ಆರೋಪಿತ ನನಗೆ ನೀಡಬೇಕಾಗಿದ್ದ ರೂ.**50,000/-** ಹಾಗೂ ರೂ.**1,00,000/-** ಹಣವನ್ನು ಫೋನಪೇ ಮತ್ತು ನಗದು ಮೂಲಕ ಮರುಪಾವತಿ ಮಾಡಿದ್ದರೂ ಸಹ ಆತನ ವಿರುದ್ಧ ಸುಳ್ಳು ಪ್ರಕರಣ ದಾಖಲಿಸಿದ್ದೇನೆ ಎಂದರೆ ಸರಿಯಲ್ಲ.

20. As per the aforementioned suggestions made to the complainant, the baseline defense of the accused was that he had delivered the blank cheque to the complainant as security for a loan transaction with her, and that he had liquidated the debts due to her. However, in the very same cross-examination of PW-1, the learned counsel for the accused advanced a diametric suggestion that the accused had given the cheque to the complainant's husband, and that her husband had subsequently misused the instrument to file this complaint through his wife owing to an independent dispute. Furthermore, the accused/DW-1 in his examination-in-chief raised a contrary claim that he had never borrowed any loan from the complainant, but had instead borrowed it from her husband. The relevant portions of the cross-examination of PW-1 and the examination-in-chief of DW-1 are extracted below:

**Cross-examination of Pw.1:**

ಆರೋಪಿ ನನ್ನ ಗಂಡನಿಗೆ ನಿಪಿ-**1** ರ ಚೆಕ್ಕನ್ನು ನೀಡಿದ್ದು**,** ಆನಂತರ ನನ್ನ ಗಂಡ ಮತ್ತು ಆರೋಪಿಯ ನಡುವೆ ಭಿನ್ನಾಭಿಪ್ರಾಯ ಉಂಟಾಗಿದ್ದರಿಂದ ನನ್ನ ಗಂಡ ಚೆಕ್ಕನ್ನು ದುರುಪಯೋಗಪಡಿಸಿಕೊಂಡು ನನ್ನ ಮೂಲಕ ಈ ಪ್ರಕರಣ ದಾಖಲಿಸಿಕೊಂಡಿದ್ದಾರೆ ಎಂದರೆ ಸರಿಯಲ್ಲ**.**

**Chief-examination of Dw.1:**

ನಾನು ದೂರುದಾರರಿಂದ ಯಾವುದೇ ಸಾಲ ಪಡೆದುಕೊಂಡಿಲ್ಲ**.** ನಾನು **2022** ರಲ್ಲಿ ದೂರುದಾರರ ಗಂಡ ಶಿವಕುಮಾರ ರವರ ಕಡೆಯಿಂದ ರೂ**.50** ಸಾವಿರ ಸಾಲ ಪಡೆದುಕೊಂಡಿದ್ದೆನು**. 2022** ರಲ್ಲಿಯೇ ನಾನು ಸದರಿ ಸಾಲವನ್ನು ಮರುಪಾವತಿ ಮಾಡಿರುತ್ತೇನೆ**.** ದೂರುದಾರರ ಗಂಡ ತಿಳಿಸಿದಂತೆ ನಾನು ಸದರಿ ರೂ**.50** ಸಾವಿರ ಹಣವನ್ನು ಅವರ ಹೆಂಡತಿ ದೂರುದಾರರ ಖಾತೆಗೆ ಫೋನ್ ಪೇ ಮೂಲಕ ಪಾವತಿ ಮಾಡಿದ್ದೆನು**.**

21. The depositions extracted above reveal that the accused is constantly shifting his stance. On one hand, he claims to have borrowed a loan from the complainant and delivered his blank cheque to her as security, which was allegedly repaid later. On the other hand, he claims that he never raised a loan from the complainant, but had transactions with her husband, and merely transferred the money to the complainant's account on her husband's instructions. In view of these material, self-destructive contradictions in the defense version, this Court finds no merit in the contentions raised by the accused.

22. Further, regarding the allegation that the complainant and her husband obtained his signatures on the blank cheque through life threats and subsequent harassment which allegedly drove him to attempt suicide, this Court notes that except for the self-serving statements of the accused, there is no independent, cogent material on record to prove the allegations of threat and coercion. Admittedly, the accused did not lodge any police complaint against the complainant or her husband regarding the alleged incident of extortion or physical threat. If the complainant had truly coerced the accused or implored him not to lodge a complaint, the accused, as a

reasonable prudent person, would have at least issued a legal notice demanding the return of his blank cheque.

23. It is further vital to note that while the accused claims to have fully liquidated the loan borrowed from the complainant's husband in the year 2022 itself, he took absolutely no legal action to recover his security cheque between 2022 and 2024. In his examination-in-chief, the accused/DW-1 stated that while he was hospitalized, the complainant contacted his wife and father-in-law through his colleagues, Veeresh and Md. Anvar, requesting them not to lodge a criminal case. The relevant portion of his deposition is extracted below:

ನಾನು ಆಸ್ಪತ್ರೆಯಲ್ಲಿ ಇದ್ದಾಗ ದೂರುದಾರರು ನನ್ನ ಸಹೋದ್ಯೋಗಿಗಳಾದ ವಿರೇಶ್ ಮತ್ತು ಎಂ.ಡಿ. ಅನ್ವರ್ ರವರ ಕಡೆಯಿಂದ ನನ್ನ ಹೆಂಡತಿ ಮತ್ತು ಅವರ ತಂದೆಗೆ ಕರೆ ಮಾಡಿ ಸಮಸ್ಯ ಬಗೆಹರಿಸಿಕೊಳ್ಳುತ್ತೇವೆ ಆದ್ದರಿಂದ ದೂರು ದಾಖಲು ಮಾಡಬಾರದು ಎಂದು ತಿಳಿಸಿದ್ದರು.

24. However, the accused has not chosen to examine the said Veeresh or Md. Anwar to substantiate these material contentions. The accused further alleges that, subsequent to this incident, the complainant got issued a statutory legal notice through her counsel. Despite being fully aware of the situation and receiving the legal notice, the accused took no steps to initiate legal action against the complainant or her husband regarding their alleged illegal acts. As

observed supra, apart from the self-serving and uncorroborated statements of the accused, there is no reliable material on record to prove his version of the case. It is relevant to note that the accused has produced his hospital discharge summary and medical case records, which are marked as Ex.D-1 and Ex.D-2 respectively, indicating that he had attempted suicide by consuming poison. However, in the absolute absence of cogent, independent link evidence, this unfortunate incident cannot be directly connected to the financial transaction in question. Hence, this Court is of the considered opinion that the accused has failed to establish a probable defense and has consequently failed to rebut the statutory presumptions raised in favor of the complainant.

25. As already noted above, the accused is relying upon the judgments of the Hon'ble High Courts of Karnataka, Madhya Pradesh, and Manipur. The judgments of the Hon'ble High Court of Karnataka in the Smt. F. Chandra and Ravikumar cases (supra), as well as the judgment of the Hon'ble Manipur High Court rendered in the Manojkumar Jain case (supra), pertain to security cheques. The judgment of the Hon'ble Madhya Pradesh High Court rendered in the Suresh case (supra) concerns contradictions in the evidence of the complainant. In those cases, the accused was acquitted because it

was proved that the cheque was issued merely as security, and the statutory presumptions were rebutted by bringing material contradictions in the complainant's evidence onto the record. However, in the present case, the accused has neither been able to prove that the cheque was issued as security, nor has he been able to bring on record contradictions sufficient to displace the presumptions raised in favour of the complainant. Hence, this Court is of the opinion that the judgments relied upon by the accused are not applicable to the case at hand.

26. In view of the detailed discussion above, this Court is of the opinion that there is no merit in the defense set up by the accused. The accused has failed to shift the burden of proof or rebut the presumptions operating in favor of the complainant under Sections 118 and 139 of the Negotiable Instruments Act, 1881. Conversely, the complainant has placed sufficient, credible, and untainted material on record pointing inevitably toward the guilt of the accused. Accordingly, the Point under consideration is answered in the **Affirmative**, holding that the complainant has successfully proved that the accused is guilty of committing the offense punishable under Section 138 of the Negotiable Instruments Act, 1881.

27. **POINT NO.2 :** In view of the aforesaid discussion, this Court proceeds to pass the following:

**:: O R D E R ::**

The accused is hereby convicted for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881, and is sentenced to pay a fine of Rs. 4,05,000/- (Rupees Four Lakhs Five Thousand only). In default of payment of the fine amount, the accused shall undergo simple imprisonment for a period of six months.

Acting under Section 395(1)(b) of the Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS), it is directed that out of the fine amount realized, an amount of Rs. 4,00,000/- (Rupees Four Lakhs only) shall be paid as compensation to the complainant, and the remaining amount of Rs. 5,000/- (Rupees Five Thousand only) shall be defrayed as litigation expenses and appropriated to the State.

It is made clear that undergoing the default sentence shall not absolve the accused of his liability to pay the ordered compensation amount of Rs. 4,00,000/- to the complainant, which remains recoverable under Section 461 of the BNSS.

The bail bond and surety bond of the accused shall stand cancelled.

The office is directed to supply a free copy of this judgment to the convicted accused forthwith.

(Dictated to the stenographer, transcribed by him, revised by me and after corrections pronounced in the Open Court on this the **07th day of August, 2026**)

**(ARUN CHOUGULE)**
**PRL.CIVIL JUDGE & JMFC.,**
**YADGIRI.**

**: A N N E X U R E :**

**1. LIST OF WITNESSES EXAMINED FOR THE COMPLAINANT:**

PW.1 : Smt. Manjula W/o Shivakumar Nayak.

**2. LIST OF EXHIBITS MARKED FOR THE COMPLAINANT:-**

Ex.P-1 : Cheque bearing No.10.07.2024.
Ex.P-2 : Bank memo dated 26.09.2024.
Ex.P-3 : Legal notice.
Ex.P-4 : Postal receipt.
Ex.P-5 : Postal acknowledgment.
Ex.P-6 : Reply notice dated 06.11.2024

3. **<u>LIST OF WITNESSES EXAMINED FOR THE ACCUSED</u>:**

DW.1 : Shri.Somashekhar S/o Devappa Talavara.

4. **<u>LIST OF EXHIBITS MARKED FOR THE ACCUSED</u>:-**

Ex.D-1: Hospital discharge summery.
Ex.D-2 : Medical records.

**(ARUN CHOUGULE)**
**PRL.CIVIL JUDGE & JMFC.,**
**YADGIRI.**