

**IN THE COURT OF SPECIAL JUDICIAL FIRST CLASS  
MAGISTRATE, (MARAD CASES), KOZHIKODE**

*Present:- Sri K S Akshay Mohan, Special Judicial First Class Magistrate  
(Marad Cases), Kozhikode*

Dated this the 3<sup>rd</sup> day of June, 2026

**ST No. 530 of 2022, ST No. 531 of 2022, ST No. 533 of 2022, ST No. 563 of  
2022 and ST No. 1345 of 2022**

**ST No.530 of 2022**

<b>Complainant</b>	:	M/s Ideal Publication Trust, P.O Box No.1708, Silver Hills, Calicut-673 012, Rep by its Advertisement and Legal Manager, Mr Sakeer Hussain M A, aged 50 years, S/o Abdul Razak M F, Manakulangara House, Kanimangalam P O, Thrissur – 680 027. (By Adv. Ameen Hassan K)
<b>Accused Nos.</b>	:	1)Mujeeb Kalathingal, Designated Partner, Hygen Meat Land LLP, Office No. 1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014. 2)Hygen Meat Land LLP, Rep by its designated partner, Mujeeb Kalathingal, Office No.1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014. (By Adv. Shibu George)
<b>Offence</b>	:	U/s. 138 of Negotiable Instruments Act, 1881
<b>Plea</b>	:	Not Guilty
<b>Finding</b>	:	Guilty
<b>Sentence/Order</b>	:	The accused are found guilty and convicted u/s 255(2) of CrPC for the offence punishable under

	<p>S.138 of NI Act. The accused no. 1 is sentenced to pay a fine of Rs.7,90,000/- (Rupees Seven Lakhs and ninety Thousand only) and the accused no. 2 is sentenced to pay a fine of Rs. 7,000/- (Rupees Seven thousand only) and the accused no. 1 is sentenced to undergo simple imprisonment till rising of court for the offence punishable u/s. 138 of NI Act. In default of payment of fine, the accused no. 1 shall undergo simple imprisonment for three months. Fine, if realized, shall be paid to the complainant under section 357(1)(b) CrPC, as compensation.</p>
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<u>Description of the accused</u>					
Sl. No	Name	Father's/ Husband's name	Occupati on	Residence	Age
1.	Mujeeb Kalathingal	-	-	Designated Partner, Hygen Meat Land LLP, Office No. 1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014.	-
2.	Hygen Meat Land LLP	-	-	Rep by its designated partner, Mujeeb Kalathingal, Office No.1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014.	-

Date of											
Occurrence	Compliant	Apprehension/ surrender	Release on bail	commitment	Commencement of trial	Commencement of evidence	Close of trial	Sentence or order	Service of copy of judgment	Explanation of delay	Period of detention
27.02.2020	31.07.2020	08.02.2022	08.02.2022	-	08.02.2022	03.06.2024	04.06.2025	03.06.2026	03.06.2026	-	Nil

**ST No. 531 of 2022**

<b>Complainant</b>	:	M/s Ideal Publication Trust, P.O Box No.1708, Silver Hills, Calicut-673 012, Rep by its Advertisement and Legal Manager, Mr Sakeer Hussain M A, aged 50 years, S/o Abdul Razak M F, Manakulangara House, Kanimangalam P O, Thrissur – 680 027. (By Adv. Ameen Hassan K)
<b>Accused Nos.</b>	:	1)Mujeeb Kalathingal, Designated Partner, Hygen Meat Land LLP, Office No. 1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014. 2)Hygen Meat Land LLP, Rep by its designated partner, Mujeeb Kalathingal, Office No.1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014. (By Adv. Ashik Manssor)
<b>Offence</b>	:	U/s. 138 of Negotiable Instruments Act, 1881
<b>Plea</b>	:	Not Guilty
<b>Finding</b>	:	Guilty
<b>Sentence/Order</b>	:	The accused are found guilty and convicted u/s 255(2) of CrPC for the offence punishable under

	<p>S.138 of NI Act. The accused no. 1 is sentenced to pay a fine of Rs.7,90,000/- (Rupees Seven Lakhs and ninety Thousand only) and the accused no. 2 is sentenced to pay a fine of Rs. 3,000/- (Rupees Three thousand only) and the accused no. 1 is sentenced to undergo simple imprisonment till rising of court for the offence punishable u/s. 138 of NI Act. In default of payment of fine, the accused no. 1 shall undergo simple imprisonment for three months. Fine, if realized, shall be paid to the complainant under section 357(1)(b) CrPC, as compensation.</p>
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<u>Description of the accused</u>					
Sl. No	Name	Father's/ Husband's name	Occupati on	Residence	Age
1.	Mujeeb Kalathingal	-	-	Designated Partner, Hygen Meat Land LLP, Office No. 1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014.	-
2.	Hygen Meat Land LLP	-	-	Rep by its designated partner, Mujeeb Kalathingal, Office No.1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014.	-

Date of											
Occurrence	Compliant	Apprehension/ surrender	Release on bail	commitment	Commencement of trial	Commencement of evidence	Close of trial	Sentence or order	Service of copy of judgment	Explanation of delay	Period of detention
22.05.2020	15.08.2020	04.02.2022	04.02.2022	-	04.02.2022	03.06.2024	04.06.2025	03.06.2026	03.06.2026	-	Nil

**ST No. 533 of 2022**

<b>Complainant</b>	:	M/s Ideal Publication Trust, P.O Box No.1708, Silver Hills, Calicut-673 012, Rep by its Advertisement and Legal Manager, Mr Sakeer Hussain M A, aged 50 years, S/o Abdul Razak M F, Manakulangara House, Kanimangalam P O, Thrissur – 680 027. (By Adv. Ameen Hassan K)
<b>Accused Nos.</b>	:	1)Mujeeb Kalathingal, Designated Partner, Hygen Meat Land LLP, Office No. 1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014. 2)Hygen Meat Land LLP, Rep by its designated partner, Mujeeb Kalathingal, Office No.1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014. (By Adv. Shibu George)
<b>Offence</b>	:	U/s. 138 of Negotiable Instruments Act, 1881
<b>Plea</b>	:	Not Guilty
<b>Finding</b>	:	Guilty

<b>Sentence/Order</b>	:	The accused are found guilty and convicted u/s 255(2) of CrPC for the offence punishable under S.138 of NI Act. The accused no. 1 is sentenced to pay a fine of Rs.7,90,000/- (Rupees Seven Lakhs and ninety Thousand only) and the accused no. 2 is sentenced to pay a fine of Rs. 3,000/- (Rupees Three thousand only) and the accused no. 1 is sentenced to undergo simple imprisonment till rising of court for the offence punishable u/s. 138 of NI Act. In default of payment of fine, the accused no. 1 shall undergo simple imprisonment for three months. Fine, if realized, shall be paid to the complainant under section 357(1)(b) CrPC, as compensation.
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<u>Description of the accused</u>					
Sl. No	Name	Father's/ Husband's name	Occupati on	Residence	Age
1.	Mujeeb Kalathingal	-	-	Designated Partner, Hygen Meat Land LLP, Office No. 1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014.	-
2.	Hygen Meat Land LLP	-	-	Rep by its designated partner, Mujeeb Kalathingal, Office No.1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014.	-

Date of											
Occurrence	Compliant	Apprehension/ surrender	Release on bail	commitment	Commencement of trial	Commencement of evidence	Close of trial	Sentence or order	Service of copy of judgment	Explanation of delay	Period of detention
10.06.2020	15.08.2020	04.04.2022	04.04.2022	-	04.04.2022	03.06.2024	04.06.2025	03.06.2026	03.06.2026	-	Nil

**ST No. 563 of 2022**

<b>Complainant</b>	:	M/s Ideal Publication Trust, P.O Box No.1708, Silver Hills, Calicut-673 012, Rep by its Advertisement and Legal Manager, Mr Sakeer Hussain M A, aged 50 years, S/o Abdul Razak M F, Manakulangara House, Kanimangalam P O, Thrissur – 680 027. (By Adv. Ameen Hassan K)
<b>Accused Nos.</b>	:	1)Mujeeb Kalathingal, Designated Partner, Hygen Meat Land LLP, Office No. 1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014. 2)Hygen Meat Land LLP, Rep by its designated partner, Mujeeb Kalathingal, Office No.1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014. (By Adv. Shibu George)
<b>Offence</b>	:	U/s. 138 of Negotiable Instruments Act, 1881
<b>Plea</b>	:	Not Guilty
<b>Finding</b>	:	Guilty

<b>Sentence/Order</b>	:	The accused are found guilty and convicted u/s 255(2) of CrPC for the offence punishable under S.138 of NI Act. The accused no. 1 is sentenced to pay a fine of Rs.7,90,000/- (Rupees Seven Lakhs and ninety Thousand only) and the accused no. 2 is sentenced to pay a fine of Rs. 3,000/- (Rupees Three thousand only) and the accused no. 1 is sentenced to undergo simple imprisonment till rising of court for the offence punishable u/s. 138 of NI Act. In default of payment of fine, the accused no. 1 shall undergo simple imprisonment for three months. Fine, if realized, shall be paid to the complainant under section 357(1)(b) CrPC, as compensation.
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<u>Description of the accused</u>					
Sl. No	Name	Father's/ Husband's name	Occupati on	Residence	Age
1.	Mujeeb Kalathingal	-	-	Designated Partner, Hygen Meat Land LLP, Office No. 1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014.	
2.	Hygen Meat Land LLP	-	-	Rep by its designated partner, Mujeeb Kalathingal, Office No.1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014.	-

Date of											
Occurrence	Compliant	Apprehension/ surrender	Release on bail	commitment	Commencement of trial	Commencement of evidence	Close of trial	Sentence or order	Service of copy of judgment	Explanation of delay	Period of detention
10.06.2020	15.08.2020	04.02.2022	04.02.2022	-	04.02.2022	03.06.2024	04.06.2025	03.06.2026	03.06.2026	-	Nil

**ST No. 1345 of 2022**

<b>Complainant</b>	:	M/s Ideal Publication Trust, P.O Box No.1708, Silver Hills, Calicut-673 012, Rep by its Advertisement and Legal Manager, Mr Sakeer Hussain M A, aged 50 years, S/o Abdul Razak M F, Manakulangara House, Kanimangalam P O, Thrissur – 680 027. (By Adv. Ameen Hassan K)
<b>Accused Nos.</b>	:	1)Mujeeb Kalathingal, Designated Partner, Hygen Meat Land LLP, Office No. 1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014. 2)Hygen Meat Land LLP, Rep by its designated partner, Mujeeb Kalathingal, Office No.1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014. (By Adv. Shibu George)
<b>Offence</b>	:	U/s. 138 of Negotiable Instruments Act, 1881
<b>Plea</b>	:	Not Guilty

<b>Finding</b>	:	Not Guilty
<b>Sentence/Order</b>	:	The accused are found not guilty and are acquitted u/s 255(1) of CrPC of the offence punishable under S.138 of NI Act. The Bail bonds of the accused stands cancelled and the accused are set at liberty.

<u>Description of the accused</u>					
Sl. No	Name	Father's/ Husband's name	Occupati on	Residence	Age
1.	Mujeeb Kalathingal	-	-	Designated Partner, Hygen Meat Land LLP, Office No. 1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014.	-
2.	Hygen Meat Land LLP	-	-	Rep by its designated partner, Mujeeb Kalathingal, Office No.1717, 7 <sup>th</sup> Floor, Hilite Business Park, Kozhikode – 673 014.	-

Date of											
Occurrence	Compliant	Apprehension/ surrender	Release on bail	commitment	Commencement of trial	Commencement of evidence	Close of trial	Sentence or order	Service of copy of judgment	Explanation of delay	Period of detention
05.05.2020	31.07.2020	16.02.2022	16.02.2022	-	16.02.2022	03.06.2024	04.06.2025	03.06.2026	03.06.2026	-	Nil

These cases having been heard finally on the 29<sup>th</sup> day of May, 2026, this court on this the 3<sup>rd</sup> day of June, 2026 passed the following:-

### **COMMON JUDGMENT**

These complaints have been filed alleging commission of offence punishable under section 138 of Negotiable Instruments Act, 1881 (hereinafter referred to as “NI Act” for brevity and convenience).

#### **ST No.530 of 2022**

- The allegations in the complaint in brief are as follows:-** The complainant is a trust which is running various publications including Madhyamam Daily and weekly represented through its Advertisement and Legal Manager. The accused No.1 is the designated partner of accused No. 2 and Accused No. 2 is a firm incorporated as LLP engaged in meat business in Kerala.
- ‘Madhyamam daily’, a newspaper publishing by the complainant decided

to organize two mega events, namely (1) 'Ahlan Kerala' at Riyadh International Convention and Exhibition Center - K.S.A on 7<sup>th</sup> and 8<sup>th</sup> of November 2019 and (2) 'Come on Kerala' at Sharjah Expo Center - UAE on 30<sup>th</sup>, 31<sup>st</sup> of January and 1<sup>st</sup> of February 2020. The complainant and the accused entered into an agreement executed on 21.10.2019 regarding the participation of the accused in the above said two mega events. Complainant performed the stipulations contained in the agreement according to the complete satisfaction of the accused. As per the agreement accused is liable to pay Rs.40,00,000/- + 5% GST to the complainant for the various facilities agreed and enjoyed as part of the two events.

3. Towards discharging on performing the condition stipulated in the agreement, on 21.10.2019, the accused had executed, issued and signed a cheque dated 28.12.2019 bearing No. 124733 drawn on The Federal Bank Ltd for Rs.5,25,000/- in the presence of the employees of the complainant.
4. On 27.02.2020, the complainant presented the cheque for collection through its banker, the Federal Bank Limited, Nadakkavu branch which was returned on 27.02.2020 for the reason "funds insufficient". On 21.03.2020, the complainant issued registered notice demanding the amount due as per the cheque. The accused refuse to receive the registered notice from the postal authority and it returned. Thus, the accused committed offence punishable u/s. 138 of NI Act.

5. Initially, this case was taken on file as ST No. 1286 of 2020 by the Special Judicial First Class Magistrate (NI Act cases), Kozhikode. Thereafter, the accused entered into appearance and was enlarged on bail. Particulars of offence under section 138 of NI Act were read over and explained to accused. Accused pleaded not guilty and claimed to be tried. As per order No. C1-737/21 dt 14/02/2022 of Hon'ble Chief Judicial Magistrate, Kozhikode, the case was transferred to this court.

**ST No.531 of 2022**

6. **The allegations in the complaint in brief are as follows:-** The complainant is a trust which is running various publications including Madhyamam Daily and weekly represented through its Advertisement and Legal Manager. The accused No.1 is the designated partner of accused No. 2 and Accused No. 2 is a firm incorporated as LLP engaged in meat business in Kerala.
7. 'Madhyamam daily', a newspaper publishing by the complainant decided to organize two mega events, namely (1) 'Ahlan Kerala' at Riyadh International Convention and Exhibition Center - K.S.A on 7<sup>th</sup> and 8<sup>th</sup> of November 2019 and (2) 'Come on Kerala' at Sharjah Expo Center - UAE on 30<sup>th</sup>, 31<sup>st</sup> of January and 1<sup>st</sup> of February 2020. The complainant and the accused entered into an agreement executed on 21.10.2019 regarding the participation of the accused in the above said

two mega events. Complainant performed the stipulations contained in the agreement according to the complete satisfaction of the accused. As per the agreement accused is liable to pay Rs.40,00,000/- + 5% GST to the complainant for the various facilities agreed and enjoyed as part of the two events.

8. Towards discharging on performing the condition stipulated in the agreement, on 21.10.2019, the accused had executed, issued and signed a cheque dated 28.02.2020 bearing No. 124735 drawn on The Federal Bank Ltd for Rs.5,25,000/- in the presence of the employees of the complainant.
9. On 22.05.2020, the complainant presented the cheque for collection through its banker, the Federal Bank Limited, Nadakkavu branch which was returned on the same day for the reason “funds insufficient”. On 17.06.2020, the complainant issued registered notice demanding the amount due as per the cheque. The accused received the registered notice from the postal authority on 19.06.2020. After receiving the legal notice accused has not paid the cheque amount till this date and not even cared to send a reply. Thus, the accused committed offence punishable u/s. 138 of NI Act.
10. Initially, this case was taken on file as ST No. 1356 of 2020 by the Special Judicial First Class Magistrate (NI Act cases), Kozhikode. Thereafter, the accused entered into appearance and was enlarged on

bail. Particulars of offence under section 138 of NI Act were read over and explained to accused. Accused pleaded not guilty and claimed to be tried. As per order No. C1-737/21 dt 14/02/2022 of Hon'ble Chief Judicial Magistrate, Kozhikode, the case was transferred to this court.

**ST No.533 of 2022**

11. **The allegations in the complaint in brief are as follows:-** The complainant is a trust which is running various publications including Madhyamam Daily and weekly represented through its Advertisement and Legal Manager. The accused No.1 is the designated partner of accused No. 2 and accused No. 2 is a firm incorporated as LLP engaged in meat business in Kerala.
12. 'Madhyamam daily', a newspaper publishing by the complainant decided to organize two mega events, namely (1) 'Ahlan Kerala' at Riyadh International Convention and Exhibition Center - K.S.A on 7<sup>th</sup> and 8<sup>th</sup> of November 2019 and (2) 'Come on Kerala' at Sharjah Expo Center - UAE on 30<sup>th</sup>, 31<sup>st</sup> of January and 1<sup>st</sup> of February 2020. The complainant and the accused entered into an agreement executed on 21.10.2019 regarding the participation of the accused in the above said two mega events. Complainant performed the stipulations contained in the agreement according to the complete satisfaction of the accused. As per the agreement accused is liable to pay Rs.40,00,000/- + 5% GST to

the complainant for the various facilities agreed and enjoyed as part of the two events.

13. Towards discharging on performing the condition stipulated in the agreement, on 21.10.2019, the accused had executed, issued and signed a cheque dated 15.03.2020 bearing No. 10124736 drawn on The Federal Bank Ltd for Rs.5,25,000/- in the presence of the employees of the complainant.
14. On 10.06.2020, the complainant presented the cheque for collection through its banker, the Federal Bank Ltd, Nadakkavu branch which was returned on the same day for the reason "funds insufficient". On 08.07.2020, the complainant issued registered notice demanding the amount due as per the cheque. The accused received the registered notice from the postal authority on 10.07.2020. After receiving the legal notice accused has not paid the cheque amount till this date and not even cared to send a reply. Thus, the accused committed offence punishable u/s. 138 of NI Act.
15. Initially, this case was taken on file as ST No. 1355 of 2020 by the Special Judicial First Class Magistrate (NI Act cases), Kozhikode. Thereafter, the accused entered into appearance and was enlarged on bail. Particulars of offence under section 138 of NI Act were read over and explained to accused. Accused pleaded not guilty and claimed to be

tried. As per order No. C1-737/21 dt 14/02/2022 of Hon'ble Chief Judicial Magistrate, Kozhikode, the case was transferred to this court.

**ST No.563 of 2022**

16. **The allegations in the complaint in brief are as follows:-** The complainant is a trust which is running various publications including Madhyamam Daily and weekly represented through its Advertisement and Legal Manager. The accused No.1 is the designated partner of accused No. 2 and accused No. 2 is a firm incorporated as LLP engaged in meat business in Kerala.
17. 'Madhyamam daily', a newspaper publishing by the complainant decided to organize two mega events, namely (1) 'Ahlan Kerala' at Riyadh International Convention and Exhibition Center - K.S.A on 7<sup>th</sup> and 8<sup>th</sup> of November 2019 and (2) 'Come on Kerala' at Sharjah Expo Center - UAE on 30<sup>th</sup>, 31<sup>st</sup> of January and 1<sup>st</sup> of February 2020. The complainant and the accused entered into an agreement executed on 21.10.2019 regarding the participation of the accused in the above said two mega events. Complainant performed the stipulations contained in the agreement according to the complete satisfaction of the accused. As per the agreement accused is liable to pay Rs.40,00,000/- + 5% GST to the complainant for the various facilities agreed and enjoyed as part of the two events.

18. Towards discharging on performing the condition stipulated in the agreement, on 21.10.2019, the accused had executed, issued and signed a cheque dated 31.03.2020 bearing No. 10124737 drawn on The Federal Bank Ltd for Rs.5,25,000/- in the presence of the employees of the complainant.
19. On 10.06.2020, the complainant presented the cheque for collection through its banker, the Federal Bank Ltd, Nadakkavu branch which stands returned on the same day for the reason “funds insufficient”. On 08.07.2020, the complainant issued registered notice demanding the amount due as per the cheque. The accused received the registered notice from the postal authority on 10.07.2020. After receiving the legal notice accused has not paid the cheque amount till this date and not even cared to send a reply. Thus, the accused committed offence punishable u/s. 138 of NI Act.
20. Initially, this case was taken on file as ST No. 1354 of 2020 by the Special Judicial First Class Magistrate (NI Act cases), Kozhikode. Thereafter, the accused entered into appearance and was enlarged on bail. Particulars of offence under section 138 of NI Act were read over and explained to accused. Accused pleaded not guilty and claimed to be tried. As per order No. C1-737/21 dt 14/02/2022 of Hon’ble Chief Judicial Magistrate, Kozhikode, the case was transferred to this court.

**ST No.1345 of 2022**

21. **The allegations in the complaint in brief are as follows:-** The complainant is a trust which is running various publications including Madhyamam Daily and weekly represented through its Advertisement and Legal Manager. The accused No.1 is the designated partner of accused No. 2 and accused No. 2 is a firm incorporated as LLP engaged in meat business in Kerala.
22. 'Madhyamam daily', a newspaper publishing by the complainant decided to organize two mega events, namely (1) 'Ahlan Kerala' at Riyadh International Convention and Exhibition Center - K.S.A on 7<sup>th</sup> and 8<sup>th</sup> of November 2019 and (2) 'Come on Kerala' at Sharjah Expo Center - UAE on 30<sup>th</sup>, 31<sup>st</sup> of January and 1<sup>st</sup> of February 2020. The complainant and the accused entered into an agreement executed on 21.10.2019 regarding the participation of the accused in the above said two mega events. Complainant performed the stipulations contained in the agreement according to the complete satisfaction of the accused. As per the agreement accused is liable to pay Rs.40,00,000/- + 5% GST to the complainant for the various facilities agreed and enjoyed as part of the two events.
23. Towards discharging on performing the condition stipulated in the agreement, on 21.10.2019, the accused had executed, issued and signed a

cheque dated 28.01.2020 bearing No. 124734 drawn on The Federal Bank Ltd for Rs.5,25,000/- in the presence of the employees of the complainant.

24. On 05.05.2020, the complainant presented the cheque at the instruction of the accused for collection through its banker, the Federal Bank Ltd, Nadakkavu branch which was returned for the reason “funds insufficient”. On 30.05.2020, the complainant issued registered notice demanding the amount due as per the cheque. The accused received the registered notice on 09.06.2020. After receiving the legal notice accused has not paid the cheque amount till this date and not even cared to send a reply. Thus, the accused committed offence punishable u/s. 138 of NI Act.

25. Initially, this case was taken on file as ST No. 1324 of 2020 by the Special Judicial First Class Magistrate (NI Act cases), Kozhikode. Thereafter, the accused entered into appearance and was enlarged on bail. As per order No. C1-737/21 dt 29/04/2022 of Hon’ble Chief Judicial Magistrate, Kozhikode, the case was transferred to this court.

26. As per order in CMP no. 1285 of 2023, this court ordered the above five cases to be jointly tried.

27. In order to prove the allegations, the complainant examined PW1. Ext P1 to P32 were marked. The accused was examined under section

313(1)(b) of the Code of Criminal Procedure Code (hereinafter referred to as 'CrPC' for the sake of brevity) to answer the incriminating circumstances appearing in evidence against him and he denied all incriminating circumstances appearing in evidence against him. He also filed a written statement u/s 313(5) of CrPC. The accused examined DW1. Also, Exhibit D1 and D1(a) were marked on the side of the accused.

28. Heard both sides and perused the records.

**29. On considering the materials on record and the rival contentions, the following points arose for consideration:-**

- i. Whether the complainant had complied all statutory requirements for a successful prosecution under section 138 of NI Act?
- ii. Whether Ext P4, P9, P15, P21 and P27 cheques were drawn, executed and issued by the accused in discharge of legally enforceable debt or liability?
- iii. Whether the accused had committed the offence punishable under section 138 of NI Act?
- iv. What is the order as to sentence?

30. **Point No. (i)** :- Ext P4 series are the cheque dt. 28/12/2019 and its return memo dt.27/02/2020 stating that the cheque was returned for the reason "Funds Insufficient". Ext P5 series are the copy of lawyer notice dt. 18/03/2020 demanding payment of amount covered by Ext P4 cheque within 15 days on receipt of notice. Ext P5 series also contains postal

receipts showing issuance of Ext P5 lawyer notice to accused nos. 1 and 2 on 21/03/2020. Ext P5 lawyer notice was sent within the statutory period. The addresses of the accused mentioned in Ext P5 notice and complaint are same. Ext P6 series are the returned covers and both were returned with endorsement unclaimed. It is not discernible as to when did the complainant received back the returned covers. Ext P6 series would show that the last intimation was given on 22/05/2020. Hence, the same is deemed to have been served and the accused has not disputed the same. Hence, the conditions stipulated u/s 138 proviso (b) of NI Act are complied with. The accused does not have a case that the accused paid this cheque amount within 15 days on receipt of the notice. The complaint pertaining to Ext P4 cheque has been filed only on 25/08/2020. It has not been filed within 30 days from the date on which the cause of action arises as mandated u/s 142 (1)(b) of NI Act. However, as per the dictum laid down by the Hon'ble Supreme Court in *In Re: Cognizance for Extension of Limitation* (reported in 2021 (5) KHC 508), the period from 15/03/2020 till 02/10/2021 shall stand excluded in computing the periods prescribed under any laws. Hence the complaint pertaining to Ext P4 cheque has been filed within the prescribed period.

31. Ext P9 series are the cheque dt. 28/02/2020 and its return memo dt.22/05/2020 stating that the cheque was returned for the reason "Funds Insufficient". Ext P10 series are the copy of lawyer notice dt. 15/06/2020

demanding payment of amount covered by Ext P9 cheque within 15 days on receipt of notice. Ext P10 series also contains postal receipts showing issuance of Ext P10 lawyer notice to accused nos. 1 and 2 on 17/06/2020. Ext P10 lawyer notice was sent within the statutory period. The addresses of the accused mentioned in Ext P10 notice and complaint are same. Ext P11 series are the acknowledgment cards showing the receipt of Ext P10 notice by the accused nos. 1 and 2 on 19/06/2020. The accused have not disputed the receipt of this Ext P10 lawyer notice. Hence, the conditions stipulated u/s 138 proviso (b) of NI Act are complied with. The accused does not have a case that the accused paid this cheque amount within 15 days on receipt of the notice. The complaint pertaining to Ext P9 cheque has been filed on 24/09/2020. It has not been filed within 30 days from the date on which the cause of action arises as mandated u/s 142 (1)(b) of NI Act. However, as per the dictum laid down by the Hon'ble Supreme Court in ***In Re: Cognizance for Extension of Limitation*** (reported in 2021 (5) KHC 508), the period from 15/03/2020 till 02/10/2021 shall stand excluded in computing the periods prescribed under any laws. Hence the complaint pertaining to Ext P9 cheque has been filed within the prescribed period.

32. Ext P15 series are the cheque dt. 15/03/2020 and its return memo dt.10/06/2020 stating that the cheque was returned for the reason "Funds Insufficient". Ext P16 series are the copy of lawyer notice dt. 03/07/2020

demanding payment of amount covered by Ext P15 cheque within 15 days on receipt of notice. Ext P16 series also contains postal receipts showing issuance of Ext P16 lawyer notice to accused nos. 1 and 2 on 08/07/2020. Ext P16 lawyer notice was sent within the statutory period. The addresses of accused mentioned in Ext P16 notice and complaint are same. Ext P17 series are the acknowledgment cards showing the receipt of Ext P16 notice by the accused on 10/07/2020. The accused has not disputed the receipt of this Ext P16 lawyer notice. Hence, the conditions stipulated u/s 138 proviso (b) of NI Act are complied with. The accused does not have a case that the accused paid this cheque amount within 15 days on receipt of the notice. The complaint pertaining to Ext P15 cheque has been filed on 24/09/2020. It has not been filed within 30 days from the date on which the cause of action arises as mandated u/s 142 (1)(b) of NI Act. However, as per the dictum laid down by the Hon'ble Supreme Court in ***In Re: Cognizance for Extension of Limitation*** (reported in 2021 (5) KHC 508), the period from 15/03/2020 till 02/10/2021 shall stand excluded in computing the periods prescribed under any laws. Hence the complaint pertaining to Ext P15 cheque has been filed within the prescribed period.

33. Ext P21 series are the cheque dt. 31/03/2020 and its return memo dt.10/06/2020 stating that the cheque was returned for the reason "Funds Insufficient". Ext P22 series are the copy of lawyer notice dt. 03/07/2020 demanding payment of amount covered by Ext P21 cheque within 15 days

on receipt of notice. Ext P22 series also contains postal receipts showing issuance of Ext P22 lawyer notice to accused nos. 1 and 2 on 08/07/2020. Ext P22 lawyer notice was sent within the statutory period. The addresses of the accused mentioned in Ext P22 notice and complaint are same. Ext P23 series are the acknowledgment cards showing the receipt of Ext P22 notice by the accused on 10/07/2020. The accused has not disputed the receipt of this Ext P22 lawyer notice. Hence, the conditions stipulated u/s 138 proviso (b) of NI Act are complied with. The accused does not have a case that the accused paid this cheque amount within 15 days on receipt of the notice. The complaint pertaining to Ext P21 cheque has been filed on 24/09/2020. It has not been filed within 30 days from the date on which the cause of action arises as mandated u/s 142 (1)(b) of NI Act. However, as per the dictum laid down by the Hon'ble Supreme Court in ***In Re: Cognizance for Extension of Limitation*** (reported in 2021 (5) KHC 508), the period from 15/03/2020 till 02/10/2021 shall stand excluded in computing the periods prescribed under any laws. Hence the complaint pertaining to Ext P4 cheque has been filed within the prescribed period.

34. Ext P27 series are the cheque dt. 28/01/2020 and its return memo dt.05/05/2020 stating that the cheque was returned for the reason "Funds Insufficient". As per proviso (a) to S.138 of NI Act, the cheque is to be presented to the bank within a period of six months from the date on which it is drawn or within the period of its validity, whichever is

earlier. The above period of six months was later scaled down to three months with effect from 01/04/2012 by virtue of a notification issued by the Central Government. Here, Ext P27 cheque dt. 28/01/2020 is to be presented within 3 months from 28/01/2020. As per the return memo of the said cheque, the same has been returned on 05/05/2020, which is well passed the 3 months period. However, it is not discernible from the return memo as to when was Ext P27 cheque presented. Nevertheless, nothing has been placed by the complainant to show that Ext P27 cheque was presented within 3 months as stated above. The Hon'ble High Court of Kerala in ***Mohammed Kunji v. V.P. Andru*** (reported in 2009 (1) KHC 525), opined that if the cheque has been presented beyond the said period and got dishonoured for insufficiency of funds, the drawer shall not be deemed to have committed the offence under S.138 of the Act.

35. Hence the complainant has not complied the statutory mandate u/s 138 proviso (a) of the NI Act for instituting the complaint pertaining to Ext P27 cheque and hence the prosecution of the accused alleging commission of offence punishable u/s 138 of NI Act pertaining to Ext P27 cheque would fail (ST No. 1345 of 2022).

36. On the basis of the above discussions, it can be seen that all the legal requirements are seen complied with to institute the above complaints

except the one pertaining to Ext P27 cheque. Hence, point no. (i) is answered accordingly.

37. **Point No. (ii):-** The complainant is a trust allegedly running various publications including Madhyamam Daily. The complainant was initially represented by its Advertisement and Legal Manager, Mr. Sakeer Hussain, the then authorised representative of the complainant as per Ext P1. Thereafter, with the above said representative taking voluntary retirement from the organisation, PW1 on the strength of Ext P2 substituted the abovesaid person. Accordingly, he represented the complainant in the further proceedings of the case and adduced evidence.

38. The learned counsel for accused raised a contention that since the transaction was with Madhyamam, PW1 had no authority to adduce evidence in this case. However, PW1 adduced evidence on the strength of Ext P2 as per which the complainant trust had authorised him to adduce evidence on its behalf. Hence, the said contention of the accused would not stand on this regard.

39. PW1 filed affidavit in lieu of examination in chief reiterating the allegations mentioned in the complaint. He stated that he has been working in the complainant organization since 2005 and was aware of all the financial transaction in connection with the advertisement of the complainant including the transaction involved in this case. He deposed

that the accused had executed, issued and signed Ext P4, P9, P15, P21 and P27 cheques in the presence of the employees of the complainant.

40. PW1 deposed that the above cheques were received by the complainant at the time of entering into agreement dt. 21/10/2019 (Ext P3, P8, P14, P20 and P26) between the complainant and the accused. He also deposed that the cheques were issued by the accused for the payment of the amount covered in the agreement and not as security for its payment. During evidence of PW1 in page 8, it has been admitted by the accused that apart from giving 7 cheques to the complainant, the complainant also received 5 other cheques. It is to be noted that the 7 cheques are the cheques mentioned in the agreement out of which two of them were encashed by the complainant and 5 others are the subject matter of these cases. The accused also admitted that the complainant received 7 cheques in pursuance to the agreement entered into between them. Hence, the accused has admitted the five cheques in these cases. Though, the accused has not explicitly admitted the signature in the cheques, through the evidence of PW1 and also through the admission of 5 cheques, the signature, execution and issuance have been proved before this court.

41. The Hon'ble Supreme Court in ***Kalamani Tex (M/s.) and Another v. P. Balasubramanian*** (reported in 2021 (2) KHC 517) has held that the Statute mandates that once the signature(s) of an accused on the

cheque/negotiable instrument are established, then these 'reverse onus' clauses become operative. In such a situation, the obligation shifts upon the accused to discharge the presumption imposed upon him. Once the signatures have been admitted in the cheque, the court ought to have presumed that the cheque was issued as consideration for a legally enforceable debt. The Hon'ble Supreme Court in **Rajesh Jain v. Ajay Singh** (reported in 2023 (6) KHC 391) held that mere admission of the drawer's signature, without admitting the execution of the entire contents in the cheque, is now sufficient to trigger the presumption.

42. Here, the signature, execution and issuance of the cheques have been proved before this court as discussed above. Moreover, in this context it is also pertinent to note that the accused has not sent any reply to Ext P5, P10, P16, P22 and P28 lawyer notices. As held by the Hon'ble Kerala High Court in **Vijayakumar v. M.T. Vijayan and anr.** (reported in 2010 (4) KHC 582), upon receipt of lawyer notice from the complainant, the accused has miserably failed to make use of the first and best opportunity to set forth his defence. Also, as held by the Hon'ble Supreme Court in **Sanjabij Tari v. Kishore S. Borcar** (reported in 2025 6 KHC 250), when a statutory notice is not replied, it leads to an inference that there is merit in the version of the complainant. Hence, with the signature, execution and issuance of the 5 cheques being proved, presumption u/s 139 NI Act is drawn in favour of the complainant that the cheques have been received in

favour of a debt or liability due from the accused. Also, the failure to send reply notices leads an inference that there is merit in the version of the complainant.

43. Striving to rebut the presumption drawn against the accused, the learned counsel for the accused vehemently argued that the cheques in these cases were issued to the complainant as security for payment of the amount as per the agreement entered into between the accused and the complainant and at the time of issuance of the cheques, the debt had not arisen. The same was admitted by PW1 during evidence. According to the learned counsel, the stipulation in the agreement was that when the agreement has been properly complied with by the complainant, only then Rs. 40 lakhs would become due. However, this was not the situation that happened. The complainant did not comply the agreement. Hence, there exists no debt or legally enforceable liability owed by the accused.

44. It is pertinent to note that the complainant and accused have admitted the existence of the agreement. The case of the complainant is that as per the agreement, Rs. 40,00,000/- with 5 percent GST (total Rs. 42,00,000/-) was due from the side of the accused for sponsorship in the events conducted by the complainant and for making payment, 7 cheques were issued by the accused. Out of the 7 cheques, two cheques totaling Rs. 15,75,000/- got encashed and the remaining amount of Rs. 26,25,000/- was lying unpaid as

the 5 cheques in these cases got dishonoured.

45. Hence, the contention of the accused on this aspect is three-fold. Firstly, the accused contends that the cheques were issued by the accused pursuant to the agreement as security for the payment. Secondly, the accused contends that there existed no debt or liability at the time of entering into the agreement and the same was admitted by PW1. Thirdly, the accused contends that this debt did not mature as the complainant failed to comply the conditions mentioned in the agreement.

46. At the outset, it is pertinent to note that presumption has been drawn in favour of the complainant and as discussed above, this court has found that there is merit in the case of the complainant. Hence, there is presumption drawn in favour of the complainant that the cheques were issued by the accused for the consideration claimed by the complainant. These factors, strongly lies against the case of the accused. Addressing the above contentions of the accused, it is notable that although PW1 admitted that while entering into agreement, there was not debt, he has categorically denied that the cheques were received as security and he stated that the cheques were issued for making payments for the amount stated in the agreement. This part of the evidence of PW1 remains uncontroverted before this court. This court has no reasons to disbelieve this version of PW1. The contention that the cheques were issued as security cheques for

the future debt remains as mere assertions by the accused before this court uncorroborated through evidence. There is nothing placed on records to show this aspect.

47. Also, though there was no debt at the time of entering into agreement, PW1 has stated that the events were successfully completed. Even the accused has no case that the events were not conducted by the complainant. Infact, the accused has participated in the events. The accused is having dispute only with respect to the manner and success of the conducting of the events. Hence, the entire amount as claimed by the complainant as per the agreement has matured and becomes payable since the event has been conducted. In this context, the dictum laid down by the Hon'ble Supreme Court in *Indus Airways Pvt. Ltd. (M/s.) and Others v. M/s. Magnum Aviation Pvt. Ltd. and Another* (reported in 2014 (2) KHC 320) is pivotal as the hon'ble apex court has held that if a cheque is issued as an advance payment for purchase of the goods and for any reason purchase order is not carried to its logical conclusion either because of its cancellation or otherwise and material or goods for which purchase order was placed is not supplied by the supplier, the cheque cannot be said to have been drawn for an existing debt or liability.

48. In the case at hand, PW1 had already admitted that there existed no debt at the time of entering into agreement. But it is the claim of PW1 that the

cheques were handed over for payment of the amount covered by the agreement. However, the learned counsel for the accused has vehemently contended that at the time of issuance of cheques and at the time of its presentation, there was no debt or liability. However, it is in this context the abovesaid dictum comes into picture. It is established before this court that the amount was fixed for sponsorship in the event which was only expected to happen in the future. However, it has been established that the event has been apparently conducted. It is not a case wherein the amount covered in the agreement did not mature due to non-happening of the event. Hence the primary aspect that the event has been conducted has been established before this court. The same is the case of the complainant which the court has already held that there is merit.

49. It is to be noted that what is required of the accused striving to rebut the presumption is to raise a probable defence which creates doubt about the existence of a legally enforceable debt or liability. The accused while rebutting the presumption is only expected to discharge the burden atleast by the inferior standards of preponderance of possibilities and probabilities as held by the Division Bench of the Hon'ble High Court of Kerala in *Devan S. v. C. Krishna Menon and Another* (reported in 2010 (2) KHC 861).

50. It is in this context the contention of the learned counsel for the accused

that the event was not properly conducted gains relevance. The learned counsel for the accused vehemently argued both verbally and through his written argument notes that the events conducted by the complainant was a total disaster. It has been argued that the event in Riyadh did not get approval from the government till the last minute and the organizers being in pandemonium, the event though was conducted for the namesake, it collapsed. Same was the fate of the second event at Sharjah as well due to the spread of covid pandemic, government imposed strict restricts for larger assembly of people and thus that event also became a disaster.

51. It is pertinent to note that as discussed earlier, the accused is having dispute only with respect to the success of the events already conducted. However, the above contentions of the accused are lying uncorroborated by any evidence. Nothing has been placed by the accused to show that the events conducted by the complainant were a total failure. Above all, it has come out in evidence that the events have been conducted. Even PW1 has stated that as per the agreement, the accused is bound to pay the amount for his participation in the events with benefits. The fact that such benefits have not been made available to the accused during his participation in the events is not proved before this court. In other words, there is nothing placed before this court to show that no such benefits as per the agreement was made available to the accused. Non fulfilment of the conditions of the agreement has to be proved and placed by the accused as the onus has

already shifted towards him to raise a probable defence capable enough to rebut the presumption drawn against him.

52. It is trite that although the onus has shifted towards the accused, it is not expected of him to discharge the onus by adducing evidence to prove his case beyond reasonable doubt. In this context it is apposite to discuss the dictum laid down by the Hon'ble High court of Kerala in ***Suja Balachandran v. Divya*** (reported in 2024 (7) KHC 394) wherein the Hon'ble High Court held that rebuttal by the accused does not have to be conclusively established, but such evidence must be adduced before the court in support of the defence that the court must either believe the defence to exist or consider its existence to be reasonably probable, the standard of responsibility being that of the prudent man.

53. The accused has not led any evidence from his side to show that the complainant failed to fulfil the conditions of the agreement. The accused also failed to bring out the same from the evidence of PW1. Also, the accused failed to bring out the inconsistencies if any in the case of the complainant in order to raise defence probable in his case. Hence, there is nothing placed before this court to believe the defence of the accused that the conditions in the agreement were not complied. Nor has anything been placed before this court to consider its existence to be reasonably probable. Thus, the accused having failed on these aspects, this court finds that the

accused has failed to raise a probable defence on this regard.

54. On the other hand, this court has already found that there is merit in the case of the complainant and presumption has already been drawn in favour of the complainant. Moreover, it has come out in evidence that the events as promised by the complainant has been conducted.

55. Hence, the accused has failed to place before this court that the cheques were issued by the accused as security for the payment mentioned in the agreement and also that the conditions were not fulfilled by the complainant.

56. The learned counsel for the accused also raised a contention that the complainant has no nexus with the payee 'Madhyamam' in these cases and is a total stranger in this case. Assailing this contention of the learned counsel for the accused, the complainant contended that Madhyamam was one among the various publications of the complainant trust. The same is visible as per the agreement that has been admitted by the accused as well. In order to fortify this fact, the complainant took steps to call for documents from the bank to show that Madhyamam was in fact a publication under the complainant. Accordingly, Ext P31 and Ext P32 were produced before this court. Ext P31 which was a resolution passed by the board of trustees of the complainant electing 2 members of the trust as chairman and secretary of the trust and authorizing them to operate the bank accounts in

the name of Madhyamam daily, owned and operated by the complainant. Ext P32 was a letter issued by the complainant to the Federal Bank, Nadakkavu west to inform the manager that the complainant was the printers and publishers of Madhyamam daily. It is to be noted that Ext P31 and Ext P32 were marked subject to proof since they were mere photocopies. However, the manager who brought the documents stated that only photocopies were available and the same were produced. Hence, the reason for producing photocopy was properly explained by the person summoned. Hence, it can be concluded that proper steps have been taken by the complainant to call for the documents. There are materials placed before this court to show that Madhyamam is a publication under the complainant. Hence the argument of the learned counsel for the accused that the complainant is a total stranger to Madhyamam would crumble.

57. In this context, it is also pertinent to note the subsequent conduct of the accused. Even if taking the contention of the learned counsel for the accused that the complainant failed to fulfil the conditions stipulated in the agreement for granted, after the completion of the events no materials have been placed by the accused to show that the accused promptly acted to retrieve the cheques in the custody of the complainant since the accused did not owe any amount to the complainant due to non fulfilment of the conditions of the agreement. No such steps have been taken by the accused. In fact, the accused admitted that he gave another 5 cheques to the

complainant. This has come out in evidence of PW1 and also through DW1. Hence, even after the participation in the events and dishonour of the cheques in these cases, the accused has transacted with the complainant. This subsequent conducts of the accused raises serious suspicion in the version put forth by the accused that the agreement was not completely complied by the complainant and that the accused did not owe any amount to the complainant.

58. The learned counsel for the accused also put forth that the complainant had encashed another Rs. 5,25,000/- through cheque no. 10158021. The same has come out in evidence through DW1 and Ext D1. However, there is nothing placed before this court to show that this cheque was honoured by the accused for payment of the dishonour of any of the cheques in this case. Also, it has been admitted by the accused that even after the dishonour of the cheques in these cases, another 5 cheques were issued by the accused. Hence, there has been transaction between the accused and the complainant subsequently and the cheque would have been honoured for any other purpose as well. Without placing any material to show that the amount encashed through the said cheque was in fact for the amount covered in any of the cheques in these cases, this court cannot sail with the said argument of the learned counsel for the accused.

59. Hence, to conclude, as per the discussion preceded, this court is of the

finding that the accused has failed to raise a probable defence which creates doubt about the existence of a debt or legally enforceable liability. No materials were placed by the accused to raise a probable defence as well.

60. Hence, considering the entire evidence adduced in this case, this court is of the finding that execution of Ext P4, P9, P15, P21 and P27 cheques are proved and the presumption under section 139 of NI Act gets attracted. Considering the evidence in toto and from the discussion above, this court finds that the accused has not rebutted the presumption. Hence, this court finds that PW1 has successfully proved that Ext P4, P9, P15, P21 and P27 cheques were drawn and executed in discharge of legally enforceable debt. This point is answered in favour of the complainant.

61. **Point No. (iii)** - On the basis of findings in point Nos.(i) and (ii), in ST No. 530 of 2022, ST No. 531 of 2022, ST No. 533 of 2022 and ST No. 563 of 2022 the accused are found guilty for an offence punishable under section 138 of the NI Act and are convicted for the said offence and in ST No. 1345 of 2022, the accused are found not guilty for an offence punishable under section 138 of NI Act and are acquitted for the said offence.

62. **Point No. (iv)** - In *Damodar. S. Prabhu v. Sayed Babalal* (reported in AIR 2010 SC 1907) the Hon'ble Supreme Court had held that "with respect to the offence of dishonour of cheques, it is the compensatory aspects

of the remedy which should be given priority over the punitive aspect.

63. In **R. Vijayan v. Baby and anr.** (reported in AIR (2012) SC 528) the Hon'ble Supreme Court had held that "as the provisions of chapter XVII of the Act strongly lean towards grant of reimbursement of the loss by way of compensation, the court should, unless there are special circumstances in all cases of conviction, uniformly exercise the power to levy fine up to twice the cheque amount (keeping in view the cheque amount and the simple interest thereon at 9% per annum as the reasonable quantum of loss) and direct payment of such amount as compensation.

64. The amount covered by Ext P4 cheque is Rs. 5,25,000/- which is dt. 28/12/2019. The accused has not made any payment during the pendency of the case. The complainant and the accused have been litigating over this case since 2020. Considering the aspect that the same is a monetary transaction, I am of the finding that a simple imprisonment till rising of the Court and a fine of Rs. 7,97,000/- (Interest calculated @ 9% per annum for 69 months) will do justice.

65. The amount covered by Ext P9 cheque is Rs. 5,25,000/- which is dt. 28/02/2020. The accused has not made any payment during the pendency of the case. The complainant and the accused have been litigating over this case since 2020. Considering the aspect that the

same is a monetary transaction, I am of the finding that a simple imprisonment till rising of the Court and a fine of Rs. 7,93,000/- (Interest calculated @ 9% per annum for 68 months) will do justice.

66. The amount covered by Ext P15 cheque is Rs. 5,25,000/- which is dt. 15/03/2020. The accused has not made any payment during the pendency of the case. The complainant and the accused have been litigating over this case since 2020. Considering the aspect that the same is a monetary transaction, I am of the finding that a simple imprisonment till rising of the Court and a fine of Rs. 7,93,000/- (Interest calculated @ 9% per annum for 68 months) will do justice.

67. The amount covered by Ext P21 cheque is Rs. 5,25,000/- which is dt. 31/03/2020. The accused has not made any payment during the pendency of the case. The complainant and the accused have been litigating over this case since 2020. Considering the aspect that the same is a monetary transaction, I am of the finding that a simple imprisonment till rising of the Court and a fine of Rs. 7,93,000/- (Interest calculated @ 9% per annum for 68 months) will do justice.

68. **In the result,**

- i. In ST No. 530 of 2022, the accused are found guilty and convicted u/s 255(2) of CrPC for the offence punishable under S.138 of NI Act. The

accused no. 1 is sentenced to pay a fine of Rs.7,90,000/- (Rupees Seven Lakhs and ninety Thousand only) and the accused no. 2 is sentenced to pay a fine of Rs. 7,000/- (Rupees Seven thousand only) and the accused no. 2 is sentenced to undergo simple imprisonment till rising of court for the offence punishable u/s. 138 of NI Act. In default of payment of fine, the accused no. 1 shall undergo simple imprisonment for three months. Fine, if realized, shall be paid to the complainant under section 357(1)(b) CrPC, as compensation.

- ii. In ST No. 531 of 2022, the accused are found guilty and convicted u/s 255(2) of CrPC for the offence punishable under S.138 of NI Act. The accused no. 1 is sentenced to pay a fine of Rs.7,90,000/- (Rupees Seven Lakhs and ninety Thousand only) and the accused no. 2 is sentenced to pay a fine of Rs. 3,000/- (Rupees Three thousand only) and the accused no. 1 is sentenced to undergo simple imprisonment till rising of court for the offence punishable u/s. 138 of NI Act. In default of payment of fine, the accused no. 1 shall undergo simple imprisonment for three months. Fine, if realized, shall be paid to the complainant under section 357(1)(b) CrPC, as compensation.

- iii. In ST No. 533 of 2022, the accused are found guilty and convicted u/s 255(2) of CrPC for the offence punishable under S.138 of NI Act. The accused no. 1 is sentenced to pay a fine of Rs.7,90,000/- (Rupees

Seven Lakhs and ninety Thousand only) and the accused no. 2 is sentenced to pay a fine of Rs. 3,000/- (Rupees Three thousand only) and the accused no. 1 is sentenced to undergo simple imprisonment till rising of court for the offence punishable u/s. 138 of NI Act. In default of payment of fine, the accused no. 1 shall undergo simple imprisonment for three months. Fine, if realized, shall be paid to the complainant under section 357(1)(b) CrPC, as compensation.

iv. In ST No. 563 of 2022, the accused are found guilty and convicted u/s 255(2) of CrPC for the offence punishable under S.138 of NI Act. The accused no. 1 is sentenced to pay a fine of Rs.7,90,000/- (Rupees Seven Lakhs and ninety Thousand only) and the accused no. 2 is sentenced to pay a fine of Rs. 3,000/- (Rupees Three thousand only) and the accused no. 1 is sentenced to undergo simple imprisonment till rising of court for the offence punishable u/s. 138 of NI Act. In default of payment of fine, the accused no. 1 shall undergo simple imprisonment for three months. Fine, if realized, shall be paid to the complainant under section 357(1)(b) CrPC, as compensation.

v. In ST No. 1345 of 2022, the accused are found not guilty and are acquitted u/s 255(1) of CrPC of the offence punishable under S.138 of NI Act. The Bail bonds of the accused stands cancelled and the accused are set at liberty.

Dictated to Confidential Assistant, typed by her, corrected by me and pronounced in open court on this the 3<sup>rd</sup> day of June, 2026.

**Special Judicial First Class Magistrate,  
Marad Cases, Kozhikode.**

**APPENDIX**

**Witness examined for Complainant**

<b>Prosecution Witness No.</b>	<b>Name of Witness</b>	<b>Description</b>
PW1	Mohammed Hisham	Authorised Representative of Complainant

**Exhibits marked for Complainant:**

<b>Exhibit No.</b>	<b>Description of the Exhibit</b>	<b>Proved by/Attested by</b>
P1	Extract of minutes of board meeting on 02.01.2020	PW1
P2	Extract of minutes of board meeting on 06.06.2023	PW1
P3	Copy of Agreement dated 21.10.2019	PW1
P4 Series	Cheque bearing registration No. 124733 and Return Memo dated 27.02.2020	PW1
P5 Series	Lawyer Notice dated 18.03.2020 and Postal Receipt dated 21.03.2020	PW1
P6	Returned cover	PW1
P7	Extract of minutes of board meeting on 02.01.2020	PW1
P8	Copy of Agreement dated 21.10.2019	PW1
P9	Cheque bearing registration No. 124735 and Return Memo dated 22.05.2020	PW1
P10	Lawyer Notice dated 15.06.2020 and Postal Receipt dated 17.06.2020	PW1
P11	AD Card	PW1
P12	Extract of minutes of board meeting on 06.06.2023	PW1

P13	Extract of minutes of board meeting on 02.01.2020	PW1
P14	Copy of Agreement dated 21.10.2019	PW1
P15	Cheque bearing registration No. 124736 and Return Memo dated 10.06.2020	PW1
P16 Series	Lawyer Notice dated 03.06.2020 and Postal Receipt dated 08.07.2020	PW1
P17	AD Card	PW1
P18	Extract of minutes of board meeting on 06.06.2023	PW1
P19	Extract of minutes of board meeting on 02.01.2020	PW1
P20	Copy of Agreement dated 21.10.2019	PW1
P21 Series	Cheque bearing registration No.12737 and return memo dated 10.06.2020	PW1
P22 Series	Lawyer Notice dated 03.07.2020 and Postal Receipt dated 08.07.2020	PW1
P23	AD Card	PW1
P24	Extract of minutes of board meeting on 06.06.2023	PW1
P25	Extract of minutes of board meeting on 02.01.2020	PW1
P26	Copy of Agreement dated 21.10.2019	PW1
P27 Series	Cheque bearing registration No.124734 and Return Memo dated 05.05.2020	PW1
P28 Series	Lawyer Notice dated 25.05.202 and Postal Receipt dated 30.05.2020	PW1
P29	AD Card	PW1
P30	Extract of minutes of board meeting on 12.06.2023	PW1
P31	Photocopy of Letter of authorization (subject to proof)	PW1
P32	Photocopy of Resolution dated 16.06.2015 (subject to proof)	PW1

**Witness examined for defence :**

<b>Defence Witness No.</b>	<b>Name of Witness</b>	<b>Description</b>
DW1	Vivek K V	Bank Manager

**Exhibits marked for Defence:**

<b>Exhibit No.</b>	<b>Description of the Exhibit</b>	<b>Proved by/Attested by</b>
D1	Account Statement	DW1
D1(a)	Certificate under Bankers Book Evidence Act	DW1

**Special Judicial First Class Magistrate,  
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