

IN THE COURT OF THE JUDICIAL FIRST CLASS MAGISTRATE,
MATTANNUR

Present:- Smt.Shahina.N.V,
Judicial First Class Magistrate

Dated this the 25th day of April 2026 / 05th day of Vaishka 1948

CC.No.744/2010

- Complainant : K.Ashokan, S/o.Mukundan Marar, Aged 32/09,
Kulangarath House, Kodolipram, Pattanoor. P.O,
Kannur District. Within the limits of Mattannur
Police Station.
(Represented by Adv.T.M.Phalgunan)
- Accused : K.Jayaprakash, S/o.Kunhambu, Matha Mandir,
Manathana. P.O, Thalassery Taluk, Kannur District.
Within the limits of Peravoor Police Station.
(Represented by Adv.M.K.Ranjith)
- Offence : Punishable under Section 420 of IPC.
- Pleading : Not guilty
- Finding : Guilty
- Sentence or order : The accused is found guilty under Section 420 of
the IPC, and he is convicted and sentenced to
undergo simple imprisonment for a period of one
year and to pay a fine of ₹10,000/- (Ten Thousand
Rupees only) for the offence punishable under
Section 420 of the IPC. In default of payment of
the fine, he shall undergo simple imprisonment for
a period of one month. If the fine amount is paid or
recovered shall be given to the complainant as
compensation under Section 357(1)(b) of Cr.PC.

Sl. No.	Name of Police station and Crime No. of the offence	Description of accused.				
		Name	Father's name	Occupation	Residence	Age
1.	Private complaint	K.Jayaprakash	Kunhambu	LIC Agent	Manathana	67/21

Date of:				
Occurrence	Complaint	Apprehension	Release on bail	Commitment
25-08-2008	17-12-2009	--	09-02-2012	--
Commencement of trial	Commencement of evidence	Close of trial	Sentence or order	Service of copy of judgment or finding on accused
31-08-2021	12-05-2022	23-04-2026	25-04-2026	--

Explanation of the delay	Period of detention undergone during investigation, inquiry or trial for the purpose of Section 428 Cr.PC.
No delay	--

This case having been finally heard on this, the 23rd day of April 2026, the court on the 25th day of April 2026 delivered the following.

J U D G M E N T

1. This case arises out of a complaint filed otherwise than on a police report, alleging commission of offences punishable under Section 420 of the Indian Penal Code (hereinafter referred to as "IPC") and Section 138 of the Negotiable Instruments Act (hereinafter referred to as "NI Act").

2. After recording the sworn statement, cognizance was taken by this

Court of the offence punishable under Section 420 of the IPC alone as against the accused.

3. Thereafter, the accused was discharged by this Court as per the order dated 19.09.2012. However, the said order was set aside by the Hon'ble Sessions Court, Thalassery, in Criminal Revision Petition No.3/2015 by order dated 14.09.2021.

4. The prosecution case, in brief, is as follows: The accused had requested a loan of ₹1,50,000/- from the complainant, and in pursuance thereof, the complainant advanced an amount of ₹1,38,000/- to the accused in March 2008. In discharge of the said liability, the accused issued a cheque bearing No. 025919 dated 25.08.2008 for ₹1,38,000/-, drawn on Syndicate Bank, Peravoor Branch, in favour of the complainant, representing that he maintained an account therein and that the cheque would be honoured on presentation. However, when the cheque was presented for encashment, it was dishonoured with the endorsement "No such account".

5. The complainant alleges that the accused, with dishonest intention to cheat, issued the cheque despite knowing that the account had already been closed, thereby inducing the complainant to part with the money. It is further alleged that, at the time of lending the amount of ₹1,38,000/- to the accused and also at the time of issuance of the cheque, one Prakash and one Rameshkumar

were present at the house of the complainant. It is also submitted that the complainant caused to issue a registered lawyer's notice dated 01.10.2008 to the accused, informing him of the dishonour of the cheque and calling upon him to repay the amount of ₹1,38,000/-. However, despite receipt of the said notice on 07.10.2008, the accused neither repaid the amount nor sent any reply. Hence, the accused is alleged to have committed the above-mentioned offences.

6. The accused was enlarged on bail. He was furnished with copies of all relevant prosecution records. From the side of the prosecution, PW1 to PW4 were examined under Section 244 Cr.P.C. Thereafter, the accused filed a petition for discharge (CMP No. 982/2023), which was dismissed by this Court as per the order dated 15.06.2023. Aggrieved by the said order, the accused preferred a revision petition before the Hon'ble Court of Sessions, Thalassery, which was dismissed by order dated 12.03.2025 in Criminal Revision Petition No.9/2023.

7. In the meantime, charge was framed against the accused for the offence punishable under Section 420 IPC. The same was read over and explained to the accused, to which he pleaded not guilty and claimed to be tried. Subsequently, PW5 was examined and Exhibits P1 to P5 were marked. All prosecution witnesses, except PW1 and PW5, were cross-examined by the defence. Thereafter, the prosecution evidence was closed.

8. After the closure of the prosecution evidence, the accused was

examined under Section 313 Cr.P.C. with regard to the incriminating circumstances appearing against him in the evidence. He denied the same and maintained a plea of innocence. The accused further stated that he had not issued any cheque; that Solly Jayaprakash is his wife; and that a cheque signed by her had been kept for issuing to a wholesaler, but the same was found missing.

9. Thereafter, the defence was called upon to adduce evidence. From the side of the defence, DW1 was examined. No documentary evidence was marked.

10. Heard both said and perused the records.

11. The points that arise for consideration are: -

(1) Whether the accused, by deceiving the de facto complainant and by making false representations regarding the existence of a bank account and the honouring of the cheque issued by him, dishonestly induced the complainant to part with an amount of ₹1,38,000/-, and thereby committed an offence punishable under Section 420 of the Indian Penal Code?

(2) Sentence or order?

12. **Point No.1:** In order to prove the prosecution case, the complainant examined PW1 to PW5 and marked Exhibits P1 to P5. PW1 is the Branch Manager of Canara Bank, Peravoor. He deposed that Syndicate Bank has since

been amalgamated with Canara Bank. He further stated that when the cheque dated 25.08.2008, issued from Current Account No. 163 in the name of K. Jayaprakash of Syndicate Bank, Peravoor Branch, was presented for collection, the same was returned unpaid as per memo dated 29.08.2008 with the endorsement "No such account".

13. The complainant was examined as PW2. PW2 deposed that he was acquainted with the accused and that, in March 2008, the accused requested a loan of ₹1,50,000/-. According to PW2, he advanced an amount of ₹1,38,000/- to the accused in March 2008. He further deposed that the accused issued a cheque dated 25.08.2008 drawn on Syndicate Bank, Peravoor Branch, representing that sufficient funds would be available in the account on 25.08.2008; But when the said cheque was presented for collection through Pattanur Service Co-operative Bank, it was returned unpaid with an endorsement that there was "No such account". The cheque was marked as Exhibit P1, and the cheque dishonour memo was marked as Exhibit P2.

14. PW2 further deposed that, realizing that the accused had deceived him, he caused to issue a lawyer's notice to the accused. Exhibit P3 is the copy of the said notice and Exhibit P4 is the postal acknowledgment card evidencing its receipt. PW2 further stated that his friends, Prakash and Rameshan, were present at the time when the accused issued the cheque and when the amount was handed

over.

15. During cross-examination, PW2 stated that there was no legal impediment in instituting proceedings under Section 138 of the Negotiable Instruments Act, as well as a civil suit. He further stated that Prakashan (PW3) was present at the time of issuance of the cheque and that PW3 had also filed a case against the accused, which was numbered as C.C.No.745/2010. PW2 deposed that the amount was handed over at his residence and that the cheque was issued at that time. According to him, the amount was paid on 23.03.2008. He also stated that he and PW3 had not jointly advanced any amount to the accused. PW2 further deposed that he had been acquainted with the accused for several years and that the accused had demanded ₹1,50,000/- approximately two weeks prior to the transaction. He added that he had called his friends to witness the transaction and that the accused had informed him that he maintained a bank account bearing No.163.

16. The defence suggestion that the present complaint was filed as an afterthought, after the expiry of the limitation period for initiating civil proceedings and proceedings under Section 138 of the Negotiable Instruments Act, was denied by PW2.

17. PW3, the above-mentioned Prakash, deposed that he personally knew the complainant, Ashokan, and that he was present at the time when the accused

requested and received the loan amount from the complainant. He further stated that the cheque issued by the accused was later returned unpaid with the endorsement "No such account". According to PW3, the accused had acted in such a manner with the intention to deceive the complainant.

18. During cross-examination, PW3 stated that he had instituted a case against the accused, which was numbered as C.C.No.744/2010. He expressed ignorance as to whether the said case was dismissed by the Hon'ble District Court, and also stated that he did not remember whether the cheque involved in that case was dated 25.08.2008. However, he stated that PW2 in the present case was a witness in the said case. He further deposed that, at the time of lending the amount, it was agreed that the same would be repaid on 25.08.2008. According to PW3, the amount was paid in cash in March 2008, and the cheque was issued at that time.

19. PW3 further stated that he did not remember whether he had stated in his sworn statement that Jayaprakash had agreed to return the amount by August 2008 and that, on failure to repay the same within the stipulated time, Jayaprakash had issued a cheque to Ashokan. PW3 further stated that one Krishnan was not present at the time of the transaction and that the money was handed over at the residence of the complainant. He also stated that he was not aware whether the accused, Jayaprakash, was acting as an intermediary. The

defence suggestion that the cheque was not issued at the time of lending and that PW2 had deposed falsely due to his close acquaintance with the complainant was denied by PW3.

20. PW4, the above-mentioned Ramesh Kumar, deposed that he personally knew the complainant, Ashokan, and that he was present at the time of the transaction in March 2008. He stated that he witnessed the complainant handing over the amount to the accused and the accused issuing a cheque on the same day. According to PW4, the cheque was drawn on Syndicate Bank, Peravoor Branch, dated 25.08.2008, and was subsequently returned unpaid.

21. During cross-examination, PW4 stated that his knowledge regarding the dishonour of the cheque was based on what was told to him by the complainant. He further stated that he, Prakashan, and the complainant were close friends. PW4 also deposed that an amount had been given by PW3 on the same day and that he was a witness in C.C.No.745/2010. He further stated that the amount was given to the accused as financial assistance.

22. PW5, the Branch Manager of Canara Bank, Peravoor Branch, deposed that he had produced before the Court the account opening form relating to Current Account No. 163. He further stated that the said account stood in the name of "Nagarjuna Ayurveda Pharmacy Agency", the proprietor of which is Solly Jayaprakash. He also deposed that, in the account opening form, the

signature was affixed after writing the name as “Solly Prakash”. The account opening form was marked as Exhibit P5.

23. The defence admitted the borrowal of money and the issuance of the cheque by the accused. However, the defence contended that the cheque was not issued on the very same date on which the amount was lent. It was further contended that the present case was filed as an afterthought, in an experimental manner, after the expiry of the limitation period for initiating proceedings under Section 138 of the Negotiable Instruments Act or for filing a civil suit against the accused. The defence also contended that PW3, who claims to be a witness to the transaction, had deposed falsely due to his close acquaintance with PW2, the complainant.

24. In order to prove the defence case, one witness was examined as DW1. DW1 deposed that he resides in Peravoor and knows both the complainant and the accused. According to him, he had witnessed a transaction between them. He stated that the transaction took place in August 2008, though he could not recollect the exact date, and that it occurred at the residence of the accused at Peravoor.

25. DW1 stated that he is an autorickshaw driver and that the complainant and two others had travelled in his autorickshaw to the house of the accused, who was residing in a rented house at that time. As he was asked to wait,

he parked the autorickshaw there. He deposed that he saw the parties conversing in a raised tone on the verandah of the house. According to him, he witnessed the accused signing a cheque and also signing a stamped paper brought by the complainant.

26. DW1 further stated that, from their conversation, he understood that there was some transaction between them and that the accused was acting as an intermediary in connection with payment to some other person. DW1 also stated that the persons who had come there were speaking in a loud and threatening tone.

27. During cross-examination, DW1 stated that he had earlier deposed as a witness in an accident case before the Court about ten years ago and had not given evidence in any other cases. He stated that he is not a close friend of the accused but has been acquainted with him for the past 30–40 years. His evidence further reveals that the distance between their places of residence is short, (approximately 2–3 kilometres).

28. DW1 further deposed that he had directly witnessed the accused signing the cheque and the stamped paper. He stated that the complainant was already aware of the house of the accused and that he had not shown the house to them. According to him, the complainant and others had travelled in his autorickshaw to the house of the accused.

29. When Exhibit P1 cheque was shown to him, DW1 stated that it appeared to be the same cheque signed by the accused in favour of the complainant. He reiterated that the cheque and the stamped paper were signed in his presence, but he had not seen the same thereafter.

30. DW1 further stated that his marriage was solemnized on 21.03.1982, but he did not remember the exact date of issuance of the cheque in this case. He denied the suggestion that he is deposing falsely in order to help the accused or that he had received any consideration from the accused for giving evidence. He also denied the suggestion that no such transaction had taken place or that no cheque or document was executed at the residence of the accused on the said day.

31. The learned counsel for the complainant submitted that the complainant has successfully established the case against the accused beyond reasonable doubt through the oral evidence of PW1 to PW5 and documentary evidence marked as Exhibits P1 to P5. It was further argued that the dishonest intention of the accused is evident from the very inception of the transaction, when the accused received money from the complainant and issued Exhibit P1 cheque towards discharge of the said liability. It was also contended that the accused issued the cheque as a valid instrument drawn on his account; however, the same was returned as per Exhibit P2 memo with the endorsement “no such account.”

32. It was further argued that PW2 has deposed in accordance with the allegations in the complaint, and that the evidence of PW3 and PW4, being eyewitnesses, corroborates his version, while PW1 also lends support to the complainant's case with respect to the dishonour of the cheque with the endorsement "No such account".

33. Further, the learned counsel for the accused argued that, during his examination under Section 313 Cr.P.C., the accused, in effect, admitted that the cheque bears the signature of his wife. It was further pointed out that DW1 also stated that Exhibit P1 appears to be the same cheque signed in his presence. According to the learned counsel, this indicates that, even as per the evidence of DW1, there existed a transaction between the complainant and the accused.

34. Per contra, the learned counsel for the accused submitted that no offence under Section 420 of the Indian Penal Code is made out against the accused. It was contended that the accused had issued the cheque to the complainant in August 2008, as deposed by DW1, and therefore, there was no dishonest intention on the part of the accused at the inception of the transaction. It was further argued that mere failure to repay the amount would not, by itself, establish that the accused had any dishonest intention at the time of borrowing the money. In support of the said contention, reliance was placed on ***Inder Chand Bagri v. Jagadish Prasad Bagri: 2025 KHC Online 7628.***

35. It was further argued that, on the facts of the present case, at best an offence under Section 138 of the Negotiable Instruments Act alone would be attracted, even if the cheque was dishonoured on the ground of “account closed”. In support of this contention, reliance was placed on *NEPC Micon Limited v. Magma Leasing Limited: 1999 KHC 488*. It was also contended that there was a delay in issuing the lawyer’s notice and that the present complaint has been filed in an experimental manner, in view of the non-initiation of proceedings under Section 138 of the Negotiable Instruments Act or by way of a civil suit in respect of the alleged dishonour of the cheque.

36. In reply, the learned counsel for the complainant submitted that there is a specific averment in the complaint that the borrowing of money and the issuance of the cheque by the accused took place on the same day, which is further proved and corroborated by the oral testimony of PW2, PW3, and PW4.

37. The learned counsel further argued that Illustration (d) to Section 415 of the Indian Penal Code is applicable to the facts of the present case, as the accused issued the cheque by representing that sufficient funds would be available in the account at the time of its presentation. It was contended that such representation amounted to deception, whereby the accused dishonestly induced the complainant to part with money, and thereby obtained the said amount.

38. The specific case of the complainant is that he had lent money to the

accused on request, and in discharge of the said liability, the accused issued Exhibit P1 cheque. It is further the case of the complainant that, at the time of issuance of the cheque, the accused made him believe that sufficient funds would be available in the account upon presentation and that he was maintaining an account at Syndicate Bank, Peravoor Branch. However, the cheque was returned unpaid with the endorsement "No such account". According to the complainant, the accused had already closed the said account prior to issuing the cheque towards discharge of the liability.

39. The accused has no case that he had not borrowed the amount from the complainant or that Exhibit P1 cheque was not dishonoured on the ground of "No such account". The defence set up by the accused is that he had no dishonest intention to cheat the complainant at the inception of the transaction, as the cheque was issued subsequently after the borrowal, and therefore, no offence under Section 420 of the Indian Penal Code is attracted.

40. On perusal of Exhibit P1, it is evident that the cheque dated 25.08.2008 was drawn on Account No. 163 of Syndicate Bank, Peravoor Branch, issued by K. Jayaprakash (the accused) in favour of K. Ashokan (the complainant), and bears the signature of K. Jayaprakash. The accused has no case that the signature appearing on Exhibit P1 cheque is not that of his.

41. The evidence of PW1 reveals that the cheque dated 25.08.2008 was

drawn on Account No.163 in the name of K. Jayaprakash (the accused) and was returned unpaid as per memo dated 29.08.2008 with the endorsement “No such account”. However, the evidence of PW5 shows that, as per Exhibit P5 account opening form relating to Account No.163, the account stands in the name of “Nagarjuna Ayurveda Aushadha Shala, Agency”, the proprietor of which is Solly Jayaprakash, and that, in the said account opening form, the signature was affixed after writing the name “Solly Jayaprakash”.

42. Further, in his examination under Section 313 Cr.P.C., the accused stated that he had not issued any cheque; that Solly Jayaprakash is his wife; and that a cheque signed by her had been kept for issuance to a wholesaler, but the same was found missing. From the above circumstances, a doubt arises as to whether the Exhibit P1 cheque was issued from Account No.163 belonging to the accused.

43. Admittedly, the learned counsel for the defence did not cross-examine PW1 and PW5. While PW1 stated that the cheque was issued from Account No.163, PW5 categorically deposed that, as per Exhibit P5, the account stands in the name of “Nagarjuna Ayurveda Aushadha Shala, Agency” and Solly Jayaprakash is its proprietor. On an analysis of the evidence of PW5 and on a perusal of Exhibit P5, this Court finds that Account No. 163, from which Exhibit P1 cheque was issued, stands in the name of Solly Jayaprakash and not that of the

accused. The statement of the accused under Section 313 Cr.P.C. also supports the fact that Solly Jayaprakash is his wife and that a cheque signed by her had been kept and was subsequently found missing.

44. Though the specific case of the complainant is that the accused had issued a cheque drawn on his account, representing that sufficient funds would be available on presentation for encashment, the subsequent finding of this Court that the cheque pertains to the account of Solly Jayaprakash, and not the accused, does not, by itself, affect the case of the complainant. This is for the reason that the accused has no case that he had not issued a cheque to the complainant or that there was no transaction between them.

45. The principal contention of the accused is that the cheque was not issued at the time of borrowal of the amount, but was issued subsequently, as deposited by DW1. However, the evidence of PW2, PW3, and PW4 consistently shows that the cheque was issued on the very same day on which the accused received the money.

46. Further, though the learned counsel for the accused cross-examined PW2, PW3, and PW4, nothing material was elicited to discredit their version. Notably, no specific suggestion was put to them that the cheque was issued at the residence of the accused, or that the complainant and others had travelled in the autorickshaw of DW1 and compelled the accused to issue the cheque, as deposed

by DW1.

47. Though DW1 stated that Exhibit P1 appeared to be the cheque signed by the accused in his presence, such identification is only tentative in nature, and his evidence does not establish that Exhibit P1 cheque is the very same cheque alleged to have been issued by the accused in August 2008, particularly since he has specifically stated that he had not seen the said cheque or the stamped paper thereafter.

48. Even assuming that a cheque was issued in August 2008, as deposed by DW1, there is no evidence to show that the said cheque is connected with the transaction involved in the present case, particularly when the accused had not taken such a stand during the cross-examination of PW2 to PW4. In the absence of such linkage, the testimony of DW1 does not probabilise the defence version.

49. On a careful analysis of the evidence of the prosecution witnesses, it can be seen that PW2 to PW4 have consistently deposed that the accused borrowed money from the complainant and issued the cheque on the same day. According to PW2, the cheque was issued by the accused, representing that it was drawn on his account and would be honoured on presentation; however, it was returned unpaid as per Exhibit P2 dishonour memo with the endorsement "No such account". The evidence of PW1, PW3, and PW4 corroborates this version.

50. PW5 has categorically stated that the account relates to Solly Jayaprakash. The accused has no case that Exhibit P1 cheque pertains to his account, and notably, PW5 was not cross-examined on this aspect. In his examination under Section 313 Cr.P.C., the accused stated that a cheque bearing the signature of his wife had been kept for issuance to a wholesaler but was subsequently found missing. However, no evidence has been adduced to substantiate this version.

51. Upon perusal of the records, it is seen that the complainant had filed a petition (CMP No.2017(A)/2025) seeking production of the account statement relating to Account No.163 and the details regarding closure of the said current account from the concerned Bank Manager, and the same was allowed. However, the Bank Manager filed an affidavit before this Court stating that the said documents are not available in the bank.

52. As regards the dishonest intention, it is to be inferred from the circumstances of the case and also from the conduct of the parties subsequent to the transaction. ***In Ali V. Mammatty (1988 KHC 594)***, the Hon'ble High Court of Kerala held that

"There cannot be any dispute regarding the fact that intention has to be dishonest even at the time of making the promise. A mere deceit will not suffice. So also, mere fraudulent or dishonest inducement also will not

suffice. The deceit with the requisite mental element must precede the dishonest or fraudulent inducement. For the offence of cheating, there must be deception which should always precede the fraudulent or dishonest inducement and it must be established that the intention of the accused was dishonest even at the time of making the promise. A promise and its failure of fulfilment without the above mental element would constitute only a civil liability.

The decisions in 1974 (4) S C. C 616; 1972 S. C. C 740, A. I. R 1973 S. C 326 and 1973 Crl. L. J. 140 were relied on. All these decisions have only held the above propositions of law, and said that before convicting a man for cheating, these ingredients will have to be established by the prosecution. But the dishonest intention which constitute the mens rea on the basis of which the dishonest or fraudulent inducement was made is a mental element. It may not be always capable of direct proof by positive evidence. Therefore, in many cases, the existence of mental element even at the time of the promise could only be inferred from the facts and circumstances admitted or proved and it may include the subsequent conduct also."

53. In this case, it stands proved that the accused received money from PW2 and issued Exhibit P1 cheque in purported discharge of the said liability,

representing that the cheque was drawn on a valid account and would be honoured on presentation. However, the cheque was returned unpaid with the endorsement “No such account”. The evidence on record, particularly Exhibit P5 and the testimony of PW5, establishes that the account did not stand in the name of the accused and that the accused had no valid account corresponding to the cheque issued. These circumstances clearly indicate that, at the time of issuance of the cheque, the accused made a false representation regarding the existence of a bank account and the honouring of the cheque. Such representation, being false to the knowledge of the accused, amounts to deception. By such deception, the accused dishonestly induced PW2 to part with money. The requisite mens rea can be inferred from the conduct of the accused and the surrounding circumstances, particularly the issuance of a cheque relating to a non-existent account of the accused. Therefore, this Court finds no relevance in the contention raised by the counsel for the accused that the accused had no intention to cheat PW2 as alleged by the prosecution.

54. In ***PC Cherian Vs. Kuruvila :1968 KHC 41***, Hon’ble High Court of Kerala, observed that

“If a person gives a cheque which is dishonoured and from the circumstances it could be presumed that he must have been aware that the cheque would be dishonoured he would be guilty under section 420 IPC.”

55. In the present case, the facts are distinguishable. The cheque issued by the accused was returned with the endorsement “No such account”, and the evidence on record establishes that the account did not belong to the accused. The very issuance of a cheque purporting to be drawn on a non-existent account of the accused is a strong circumstance to infer that the accused was aware, at the time of issuance, that the cheque would not be honoured. Therefore, the contention that there is no evidence of knowledge on the part of the accused cannot be accepted. On the contrary, the circumstances proved in this case clearly establish the existence of dishonest intention at the inception of the transaction. Accordingly, from the evidence adduced in this case, the ingredients of the offence under Section 420 of the Indian Penal Code are made out. Thus, the prosecution has proved its case against the accused beyond reasonable doubt. Therefore, point No.1 is answered in favour of the complainant.

56. **Point No.2:** - In view of the finding of this Court on Point No.1, the accused is found guilty of the offence punishable under Section 420 of the IPC. Hence, Point No.2 is also found in favour of the complainant. Therefore, the accused is convicted of the offence punishable under Section 420 of the Indian Penal Code under Section 248(2) of the Cr. P.C.

57. Having regard to the nature and gravity of the offence and the circumstances of the case, this Court is of the view that this is not a fit case to

extend the benefit of the Probation of Offenders Act. Hence, the same was not invoked by this Court. The accused will be heard on the question of sentence.

(Dictated to the Confidential Assistant, transcribed and typed by him, corrected and pronounced by me in open court, this the 25th day of April 2026).

Sd/-
Judicial First Class Magistrate,
Mattannur

58. Heard the accused on the question of sentence. The convict submitted that he has nothing to say regarding the sentence. Considering the facts and circumstances of the case, this Court is of the opinion that the following sentence would meet the ends of justice.

In the result,

The accused is convicted under Section 248(2) of Cr.P.C for the offence punishable under Section 420 of the Indian Penal Code, 1860, and is sentenced to undergo simple imprisonment for a period of one year and to pay a fine of ₹10,000/- (Ten Thousand Rupees only) for the offence punishable under Section 420 of the IPC.

In default of payment of the fine, he shall undergo simple imprisonment for a period of one month.

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If the fine amount is paid or recovered shall be given to the complainant as compensation under Section 357(1)(b) of Cr.P.C.

(Dictated to the Confidential Assistant, transcribed and typed by him, corrected and pronounced by me in open court, this the 25th day of April 2026).

Sd/-
Judicial First Class Magistrate,
Mattannur

APPENDIX

PROSECUTION WITNESSES:

<i>Rank</i>	<i>Name</i>	<i>Whether Eyewitness, Police witness, Expert witness, Medical witness, Other witness</i>
PW1	Nikhil.V.K	Bank Manager
PW2	Ashokan	De facto complainant
PW3	K.Prakash	Other witness
PW4	Rameshkumar	Other witness
PW5	Vivil.P	Bank Manager

DEFENCE WITNESSES:

<i>Rank</i>	<i>Name</i>	<i>Whether Eyewitness, Police witness, Expert witness, Medical witness, Other witness</i>
DW1	Rajan. P.V	Other witness

COURT WITNESSES: Nil

PROSECUTION EXHIBITS :

<i>Sl.No.</i>	<i>Exhibit Number</i>	<i>Description</i>
1.	Exhibit P1 / PW2	Cheque
2.	Exhibit P2 / PW2	Cheque return memo
3.	Exhibit P3 / PW2	Copy of lawyer notice
4.	Exhibit P4 / PW2	Acknowledgment card
5.	Exhibit P5 / PW5	Copy of account opening form

DEFENCE EXHIBITS: Nil

COURT EXHIBITS: Nil

MATERIAL OBJECTS: Nil

Sd/-
Judicial First Class Magistrate,
Mattannur

-/True copy/-

Judicial First Class Magistrate,
Mattannur

/vt