

**IN THE COURT OF THE JUDICIAL FIRST CLASS MAGISTRATE -II,
KANJIRAPPALLY**

Present:- Smt. Niyatha Prasad,

Judicial First Class Magistrate – II, Kanjirappally

Dated this the 26th day of March 2026

S.T No. 677/24

Complainant : P M Shahul Hameed,
Ezhiveettil (H)
Chamampathal
Kottayam

Accused : **(By Adv. John Kurian)**
Abdul Ameer
Proprietor Acharath Saw mills
Acharath (H)
Thakalaseri
Palakadu

(By Adv. Shamon Shaji)

Offence : U/S 138 of Negotiable Instruments Act.

Plea : Guilty

Finding : Guilty under plea bargaining

Sentence or Order : *The accused is convicted U/s. 293 of BNSS for the offence u/s.138 of N.I.Act, and is released on probation of good conduct, after due admonition, U/S. 3 of P.O Act. The accused shall pay a compensation of Rs. 2,30,000/- (Rupees Two lakh thirty thousand only) to the complainant on or before 17.01.2027 and in default of payment of the same, the accused shall undergo a simple imprisonment for six months.*

Description of Accused

Sl. No	Name	Father's Name	Occupation	Residence	Age
1	Abdul Ameer,		Proprietor , Acharathu Saw mill,	Acharathu (H) Thalakasherry P.O Palakkad	45

Date of

Occurrence	Report or complaint	Apprehension or appearance	Release on bail	Commencement of trial	Close of trial	Sentence or order
26.10.23	08.04.24	18.09.25	18.09.25	01.11.2025	24.03.26	26.03.26

This case having been finally heard on 26.03.2026 and posted for judgment to today, and the court on the same day delivered the following: -

JUDGMENT

1. This is a complaint case filed by the complainant against accused of an offence punishable U/s. 138 of Negotiable Instruments Act (Hereinafter referred to as N. I. Act).
2. **Gist of the averments in the complaint is as follows:** - The accused in discharge of a debt due to the complainant issued a cheque bearing Nos. 177436, 177437, 177438 dated 27/01/2024 for an amount of Rs. 90000/- each respectively drawn on SBI, Thrithala branch in favour of the complainant. When

the said cheque was presented by the complainant and send for collection, it was returned dishonoured with an endorsement of “ account closed ”. Thereupon the complainant issued a lawyer’s notice to the accused by calling upon him to pay off the cheque amount and the same was accepted on 27.02.2024. Hence this complaint.

3. This case is taken on the file of the court by taking cognizance against accused of an offence punishable U/s.138 N.I. Act and summons was issued to the accused. The accused appeared in pursuance of summons.

4. During trial, the accused filed CMP 01/26 for plea bargaining as provided u/s. 290 of BNSS after serving a copy of the same to complainant. Statement of the accused was recorded through in-camera proceedings in pursuance of the plea-bargaining application, and it is satisfied that the accused filed the same in a voluntary manner by understanding the consequences of doing so.

5. Both the complainant and accused along with their counsels were called upon to work out a mutually satisfactory disposition. Whereas the complainant and accused in a meeting u/s. 291 of BNSS arrived at a consensus, and they filed a joint statement by mutually agreeing to settle the disputes on terms. The accused is ready and willing to pay a sum of Rs. 2,30,000/- to the complainant as compensation on or before 17/01/2027 for the full and final settlement of the disputes. On considering the plea-bargaining petition, statements of parties and joint statement, I am of the considered opinion that the entire processes done under chapter XXIII of the BNSS

has been completed in a voluntary manner, and it is free from any vitiating circumstances.

6. An offence alleged in this case comes within the parameters prescribed u/s. 290 of BNSS. Based on the consensus arrived by complainant and accused in their joint statement, a report of the mutually satisfactory disposition stands prepared in accordance with S.292 of the BNSS. Both sides are heard.

7. In view of aforesaid discussions, it is concluded that the case requires it to be disposed of in accordance with the consensus that arrived in the mutually satisfactory disposition. Based on the mutually satisfactory disposition worked out by the complainant and accused, it deems just and proper to order the accused to pay compensation to the complainant as provided u/s. 293(a) of BNSS. On giving due regards to the circumstances of this case, nature of offence, and character of the offender clubbed with the fact that the litigating parties mutually compromised their disputes in an amicable manner, it is expedient in the interests of justice to shower leniency upon the accused in the matter of imposition of sentence. As a previous conviction has not proved against the accused, I am of the view that the benefit of section 3 of the Probation of Offender's Act (P.O.Act) can be extended in favour of the accused.

8. To enforce the payment of compensation, the law provides for imposing a default imprisonment for non-payment of compensation ordered under Cr.P.C. In a dictum of **Hon'ble Supreme court reported in R.Mohan Vs. A.K.Vijayakumar,**

2012 (8) SCC 721, It is held as “*The idea behind directing the accused to pay compensation to the complainant is to give him immediate relief so as to alleviate his grievance. In terms of S.357(3), compensation is awarded for the loss or injury suffered by the person due to the act of the accused for which he is sentenced. If merely an order, directing compensation, is passed, it would be totally ineffective. It could be an order without any deterrence or apprehension of immediate adverse consequences in case of its non-observance. The whole purpose of giving relief to the complainant under S.357(3) of the Code would be frustrating if he is driven to take recourse to S.421 of the Code. Order under S.357(3) must have potentiality to secure its observance. Deterrence can only be infused into the order by providing for a default sentence. If S.421 of the Code puts compensation ordered to be paid by the Court on par with fine so far as mode of recovery is concerned, then there is no reason why the Court cannot impose a sentence in default of payment of compensation as it can be done in case of default in payment of fine under S.64 of the IPC.*” In the light of above legal provisions, a default imprisonment can be imposed on the accused for non-payment of compensation.

9. **In the result**, the accused is convicted U/s. 293 of the BNSS of an offence punishable u/s.138 of N.I.Act, and he is released on probation of good conduct, after due admonition U/S. 3 of P.O. Act r/w S. 293(b) of BNSS. The accused shall pay a total compensation of Rs 2,30,000/- (Rupees Two lakh thirty thousand only) U/s.293 of BNSS r/w section 5 of P.O. Act to the complainant on or before 17.01.2027 and

in default of payment of compensation, the accused shall be liable to undergo a default simple imprisonment for a period of 6 months.

(Pronounced by me in open court on this the 26th day of March, 2026)

Sd/-

**JUDICIAL FIRST CLASS MAGISTRATE-II
KANJIRAPPALLY**

APPENDIX

1. CMP1/26 Plea bargaining petition filed by accused.
2. Mutually satisfactory disposition made u/s. 291 of BNSS
3. Report U/s. 292 of BNSS
4. Statement of accused

Sd/-

JUDICIAL FIRST CLASS MAGISTRATE-II

KANJIRAPPALLY