



S.C.C.No. 259 / 2024  
Shri Datt Vs Meena Hajare  
MHBI100010112024

**ORDER BELOW EXH. 1**

(Passed on this 18<sup>th</sup> day of Oct., 2024)

Complainant has filed this case under 138 N.I.Act. Complainant has a firm namely Shri Datta Traders & Electricals which is located at Kaij, Ta. Kaij and accused is also resident of Kaij Tq. Kaij. As per complaint complainant through his firm gave plumbing material of Rs. 2,30,000/- out of which the accused paid Rs. 30,000/- by cash and sought time to pay remaining amount for six months. Later on complainant asked for his money again accused requested for time of two months. Later on accused Meena gave cheque No. 024321 Dt. 30.03.2024 of Rs. 2,00,000/- (Rs. Two Lakhs only) of her account no. 80054206582 of Maharashtra Gramin Bank Br. Kaij to complainant to pay the remaining amount of plumbing material.

Complainant presented the said check in his Bank Vaidynath Urban Co-operative Bank, Branch Kaij, but the check was returned with return memo report **Drawer Signature Differs**. Complainant and accused both are resident of Kaij, Tq. Kaij. Their respectively banks are situated at Kaij. Complainant filed on record xerox copy of check, returned memo, notice, RPAD receipt and letter. Complainant filed this complaint on oath. I perused the record. Accused is resident of Kaij jurisdiction and documents on record prima facie shows check is bounce. Therefore, the complainant has made out a prima facie case against the accused for offence punishable u/sec. 138 of the Negotiable Instrument Act.

Issue process to the accused for the offence punishable u/sec, 138 of the Negotiable Instrument Act, on PF.

Place : Kaij  
Date : 18.10.2024.

(N. D. Gole)  
Judicial Magistrate, F.C., Kaij