MHGA030004902024

In the Court of 2nd Jt. Civil Judge(Jr.Dn.) Gadchiroli
(Presided over by Smt. V. R. Malode)

S.C.C. No 299/2024

Pragati Urban Multi-State Co-op. Mul.
Through Sanjay Shankarrao Angidwar … Complainant

Versus

Dipika Mukharu Meshram + 1 … Accused

Order below Exh.1 in S.C.C. No.299/2024:-

Perused the complaint and the verification filed in the form of affidavit along with it. Heard Ld. adv. for the compla inant. Perused all documents produced on record. The legal notice sent to the accused by the Complainant after dishonor of cheque, the report came back with the acknowledgment that, the addressee was continue absent and hence the notice returned back to sender. To show that, the service is proper service the Ld. Advocate for the Complainant relied on ***Ram Pandey Vs. state of Jharkhand, 2013(1) DCR 344,*** it is held in that case that, the presumption can always drawn by virtue of Section 27 of General clauses Act that when the legal notice sent on proper address, then the service be treated as proper service. Hence, relying on above said cited case law, the complainant said to be send notice on proper address and notice

deemed to be served. From the documents, the material ingredients to constitute the offence punishable under section 138 of the Negotiable Instruments Act,1881 are prima facie made out against accused. It appears that after receiving of the legal notice of dishonor of the cheque, accused failed to make payment within 15 days. Hence, I pass following order:-

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

Issue process against accused for offence punishable under section 138 of the Negotiable Instruments Act,1881.

Digitally signed by VASANTI RAGHUNATH MALODE
Date: 2024.08.07 16:45:41 +1100

Date :–07/08/2024
Place:-Gadchiroli

(V. R. Malode)
Judicial Magistrate First class, 2nd Court
Gadchiroli