

Order below Exh.01

1. Perused the complaint, verification and documents filed on record. Heard learned advocate for complainant.

2. It is seen that, accused had borrowed monies on credit of Rs. 4,65,030/- from the complainant and issued cheque No. 007958 maintained by him with The Sarswat Co.Op. Bank Ltd., branch Deogad for repayment of amount i.e. Rs. 4,65,030/- on 18/12/2020. The complainant had presented cheque firstly to Union Bank of India Br. Deogad, which was dishonoured and returned to the complainant on 21/12/2020 for the reason "Funds Insufficient" and secondly he had presented cheque to Union Bank of India Br. Deogad on 04/03/2021, which was dishonoured and returned to the complainant on 05/03/2021 for the reason "Funds Insufficient". So the complainant issued demand notice on 18/03/2021 i.e. within limitation of receipt of information about dishonour of cheque from the bank and the same was served upon the accused on 20/03/2021, 22/03/2021, 23/03/2021 and 24/03/2021. But, accused did not accept the notice. Accordingly, the present complaint is filed on 07/04/2021 i.e. within limitation.

3. Thus, the complainant has made out prima facie case against accused u/s 138 of the Negotiable Instruments Act. Hence, Issue process against accused u/s. 138 of the Negotiable Instruments Act through regular made on process fees, r/o. 27/10/2021.

Date : 30/09/2021.

Sd/-
(B. R. Patil)
Judicial Magistrate F.C.
Deogad.