

(Judgment)**S.C.C. No. 1/2018**Manoj Shinde Vs. Saksham builders **Exh. 85**

MHST140028282017



Received on	26/12/2017
Registered on	01/01/2018
Decided on	24/07/2026
Duration	08 Y. 06 M. 29D.

IN THE COURT OF JUDICIAL MAGISTRATE, FIRST CLASS,
PHALTAN, DIST: SATARA

(Presided over by V. S. Wagh)
 (Date of Judgment : 24/07/2026)

S.C.C. NO.1/2018**Exh. 85**

<u>Complainant</u>	Manoj Mahadev Shinde Age- 45 Yrs, Occ. Garage business, R/o. Mahatpura Peth, Maltan, Tal. Phaltan, Dist. Satara.
<u>Represented by</u>	Adv. Shri. R. Y. Kadam for the complainant.
<u>Accused</u>	Saksham Builders and Developers through Nitin Mahadev Bhosale Age- 32, Occ:- Contractor, R/o. Vidyanagar Phaltan, Tal. Phaltan, Dist. Satara.
<u>Represented by</u>	Adv. Shri. V. D. Kadam for the accused.
<u>Date of Offence</u>	22/12/2017
<u>Date of FIR</u>	Nil
<u>Date of Charge-sheet/complaint</u>	26/12/2017
<u>Date of Framing of charges/particulars</u>	15/02/2019
<u>Date of commencement of evidence</u>	27/03/2019
<u>Date on which judgment is reserved</u>	14/07/2026
<u>Date of the Judgment</u>	24/07/2026
<u>Date of the sentencing order, if any</u>	Nil

*(Judgment)***S.C.C. No. 1/2018**Manoj Shinde Vs. Saksham builders **Exh. 85****ACCUSED DETAILS**

Rank of the Accused	Name of Accused	Date of Arrest	Date of Release on Bail	Offences charged with	Whether acquitted or convicted	Sentence imposed	Period of detention undergone during trial.
1.	Nitin Mahadev Bhosale	-	-	Under Section 138 of Negotiable Instrument Act, 1881.	Acquitted	N.A.	N.A.

LIST OF COMPLAINANT WITNESSES

Sr. No.	Witness	Exhibit
CW.1	Manoj Mahadev Shinde (complainant)	Exh.14
CW.2	Pavan Sanjay Tele	Exh.51
CW.3	Umesh Suresh Katakdhond	Exh.64
CW.4	Godavari Raghunath Kumbhar	Exh.69

LIST OF DEFENCE WITNESSES

Rank	Name	Nature of evidence	Exh. No.
-	Nil	-	-

LIST OF COURT WITNESSES

Rank	Name	Nature of evidence
-	N.A.	N.A.

LIST OF COMPLAINANT EXHIBITS

Sr. No.	Document	Exhibit
1.	Disputed cheque No. 123846	Exh. 17
2.	Return memo report	Exh. 18
3.	Demand notice, dated 05/12/2017	Exh. 23
4.	Postal acknowledgment	Exh. 19

DOCUMENTS ADMITTED BY DEFENCE

Sr.No.	Exhibit Number	Nature of evidence
1	Nil	Nil

LIST OF DEFENCE EXHIBITS

Sr.No.	Exhibit Number	Nature of evidence
1	75 to 80	Police report, cross-examination, agreement etc. filed in RCC 154/2018

LIST OF COURT EXHIBITS

Sr.No.	Exhibit Number	Nature of evidence
1	Nil	Nil

MATERIAL OBJECTS

Sr.No.	Material Object No.	Description
1	Nil	Nil

JUDGMENT

(Delivered on 24/07/2026)

The accused is facing trial for the offence punishable under Section 138 of Negotiable Instrument Act, 1881. (hereinafter referred as N.I. Act for sake of brevity)

2. The complainant's case, in brief is as follows :-

That, the complainant and accused have friendly and cordial relation. The complainant is running the business of two wheeler garage and car washing ramp. Whereas the accused is involved in a construction business, plot development. It is further alleged that the accused has taken plot no. 318 area 360 sq. mt. situated in survey no. 50 of Jadhavwadi Phaltan for the purpose of constructing a building. It is further alleged that at that time the accused was in need of money, in November 2016

he demanded money towards the complainant and accordingly the complainant by obtaining some loan, by withdrawing some amount from his bank and by paying some amount in cash has given hand loan of Rs. 23,70,000/-.

3. It is also alleged that the hand loan amount was agreed to be returned by October 2017. Accordingly the complainant has demanded that amount and there was settlement between him and accused and it was agreed that the accused will give him flat no. 7 area 610 sq. feet for the consideration amount of Rs. 14,50,000/-. It is further alleged that thereafter the complainant and accused has entered into an agreement dated 05/10/2017 and at that time the complainant has paid Rs. 2,90,000/- to the accused. Further the remaining amount of Rs. 11,60,000/- was agreed to be paid by way of a bank loan and accordingly the complainant from Muthoot homefin (India) limited had done the loan transaction and Rs. 9,00,000/- was sent to the accused. Also it is contended that amount of Rs. 4,00,000/- was sent to the accused through Umesh Katakdhond.

4. It is further alleged that the total hand loan given to accused was Rs. 23,70,000/- and by deducting Rs. 14,50,000/- (flat price) the amount of Rs. 9,20,000/- was due towards the accused. Further the accused had acknowledged said amount and promised to pay it within the period of two months. Thereafter accused has handed over the cheque bearing No.123846 of Rs.

7,00,000/-, dated 21/10/2017 of Axis Bank, Branch Phaltan. It is further alleged that the remaining amount of Rs. 2,20,000/- was promised to be paid by November 2017.

5. The complainant further contended that, as per assurance of accused the said cheque was deposited for encashment in Axis bank Branch – Phaltan on 21/10/2017, but the said cheque was dishonoured for the reason “Funds Insufficient” and complainant received intimation on 15/11/2017.

6. Thereafter, complainant issued a demand notice dated 05/12/2017 and said notice was sent by registered post acknowledgement and it was duly served to the accused on 06/12/2017. Thereafter, the accused though notice received has not paid the amount. Hence, the complainant constrained to file the present complaint under Section 138 of Negotiable Instrument Act, 1881.

7. Plea of accused was recorded below Exh. 13. Accused pleaded not guilty and claimed to be tried. After complainant's evidence, statement of accused was recorded as per Section 313 of Cr.P.C. vide Exh. 74. It is defence of accused that, he has taken amount of Rs. 4,70,000/- on interest and at that time has given a blank cheque for security purpose and the complainant by misusing the cheque given for the security purpose has filed the complaint.

8. Considering the facts and circumstances of the case and evidence available on record following points arise for my determination and I have recorded my findings thereon for the reasons stated below.

Sr.No	Points	Findings
1	Does complainant prove that, accused issued a cheque bearing No.123846 dated 21/10/2017 of Rs. 7,00,000/- drawn on Axis Bank, Branch – Phaltan in his favour to discharge legally enforceable debt or liability ?	No.
2	Does complainant prove that, said cheque was dishonored for reason of “Funds Insufficient” ?	Yes
3	Does complainant prove that, he had sent demand notice and said notice was received by accused and accused failed to pay cheque amount as per demand notice ?	Yes
4	Does complainant prove that, accused has committed offence punishable U/s. 138 of N.I. Act ?	No
5	What order ?	Accused is acquitted

REASONS

9. To bring home the guilt of accused the complainant has given oral as well as documentary evidence. The complainant has examined the witnesses given above. The complainant has relied upon the following documents mentioned above. In reply the accused has not adduced his oral evidence. The accused has relied upon the documentary evidence mentioned above.

10. Heard the Ld. Advocate for the complainant and the Ld. Advocate for the accused. The learned advocate for the complainant has submitted that in present matter as per the demand of the accused the complainant had given hand loan of Rs. 23,70,000/-. Further submitted that thereafter there was agreement done between the parties regarding flat no. 7 and consideration of said flat was Rs. 14,50,000/-. It is also submitted that after deducting the amount the accused from the due amount had handed over disputed cheque of Rs. 7,00,000/- which was dishonoured due to insufficient funds. He has also submitted that thereafter demand notice was issued which was duly served upon the accused but he failed to pay the cheque amount. Further, it is submitted that, there is presumption under Section 139 and accused has failed to rebut said presumption. He has relied upon following rulings-

1. Rohit Bhai Jivanlal Patel Vs. State of Gujarat and ors.
(MANU/SC/0393/2019)

2. Rangappa Vs. Sri Mohan

Considering all above aspects he has submitted that, accused has committed offence under Section 138 of N.I. Act and hence, prayed that accused be convicted.

11. Per contra, the Ld. Advocate for the accused has submitted that in present matter the complainant has not filed any documentary evidence regarding his ownership over the plot

no. 318. He has further submitted that there is no proof regarded payment of hand loan Rs. 23,70,000/-. He has also submitted that the actual transaction between the parties is different and the transaction shown in the compliant is altogether different. He has also submitted that the accused has taken Rs. 4,00,000/- on interest and for that purpose had given blank cheque as security. It is also submitted that the present complainant had lodged regular criminal case no. 154/2018 against the present accused in which the accused is acquitted.

12. The Ld. Advocate for the accused has submitted that the complainant has not filed his income tax returns. Also submitted that there was never tri-party agreement. Further the complainant has failed to prove his case beyond reasonable doubt. It is also submitted complainant has failed to prove legally enforceable debt. The Ld. Advocate for the accused has relied upon the following rulings-

1. Nitin s/o Bapurao Mankar Vs. Shri. Vyankatesh housing agency and another (2010 ALL MR (Cri.) 1441)
2. Susamma Raju Vs. K. M. Wilson and ors. (2018 (2) KLJ 194)
3. Hiten Sagar Vs. IMC limited and other (2001 CJ (Bom) 347)
4. Angu Parameshwari textiles Vs. Sri. Rajam and company (2001 DCR 648)

Considering all above aspects he prayed to acquit the

accused.

AS TO POINT NO.1 :-

13. In present matter the CW-1 has reiterated the contents of the complaint in his examination-in-chief. He has deposed that, there were friendly and cordial relation between him and accused and accused to do a construction of a new building over the plot no. 318 of survey no. 50 was in need of money and in November 2016 he has paid Rs. 23,70,000/- hand loan amount to the accused.

14. In present matter it is not disputed between the parties that the accused is a proprietor of Saksham builders and developers. The CW-1 has also deposed that thereafter there was agreement dated 05/10/2017 done as regards the flat no. 7 for the consideration amount of Rs. 14,50,000/-. Further deposed that by deducting said 14,50,000/- from Rs. 23,70,000/- the amount of Rs. 9,20,000/- was due towards the accused. He has also deposed that the accused to repay the said amount has handed over the disputed cheque of Rs. 7,00,000/-. He has further categorically deposed that, the disputed cheque of Rs.7,00,000/- bearing no. 123846 was been dishonoured for want of funds in the bank account of accused.

15. In present matter after going through the complaint and evidence of CW-1 it reveals that he has come with the case that as per agreement of sale dated 05/10/2017 he had paid Rs. 2,90,000/-, after executing agreement Rs. 9,00,000/- was paid

from Muthoot Homefin (India) limited and Rs. 4,00,000/- were paid by Umesh Katakdhond. In present matter the CW-2 in his testimony has deposed that he serves towards Muthoot Homefin (India) company, further deposed that the complainant Manoj Mahajan Shinde and his wife Jaya Manohar Shinde had applied for loan towards their company in his testimony the loan documents are marked as Exh. 54 to 62.

16. The CW-3 i.e. Umesh Katakdhond in his testimony has deposed that the complainant is his brother-in-law. Further deposed that in June 2017 the complainant has demanded Rs. 4,00,000/- towards him and that amount was needed to purchase a house at Jadhavvadi Phaltan. He has further deposed that he has paid Rs. 4,00,000/- by way of cheque and said cheque was given in the name of Saksham builders and developers. He has deposed that said cheque was of State Bank of India branch – Dapodi, Pune and it was honoured and accordingly the Saksham builders i.e. the proprietary firm of accused had received the amount. He has also deposed that subsequently the 4,00,000/- amount was repaid to him by the complainant.

17. The CW-4 in her testimony has deposed that she is serving at Sub registrar office. She has also deposed that she has brought the original register and further deposed that the agreement dated 05/10/2017 is been recorded at page no. 16 at serial no. 11 to 18. She has further deposed that the concern

copy of register is true and correct as per the original record and accordingly in her testimony it is marked as Exh. 71. Further the agreement dated 05/10/2017 is marked as Exh. 72.

18. In present matter it is the case of complainant that after giving the hand loan amount of Rs. 23,70,000/- the agreement of sale is been executed. The agreement of sale Exh. 72 is a registered instrument and after perusing the same it reveals that it is been executed in favour of complainant and his wife by the accused on 05/10/2017. Further in said agreement there are recitals that the flat no. 7 situated over the second floor of the building which was been constructed on plot no. 318 of survey no. 50 was agreed to be sold. Further said flat consideration was agreed to be of Rs. 14,50,000/- and from the document it appears that Rs. 2,90,000/- was paid by the complainant.

19. Further from the documents Exh. 55 to 61 and testimony of CW-2 it appears that the present complainant had applied for loan and accordingly it was granted by Muthoot Homefin company and the amount of Rs. 8,79,075/- was paid to the account of accused on 18/10/2017. Further the CW-3 has also on oath deposed that he has paid Rs. 4,00,000/- to the accused. So it appears that the complainant has paid Rs. 15,69,075/- regarding the purchase transaction of flat no. 7.

20. The complainant has come with the case that by deducting the flat amount from hand loan amount of Rs.

23,70,000/- the accused has issued disputed cheque of Rs. 7,00,000/-. Per contra, the accused has come with the case that, the complainant has misused the blank cheque which was handed over as a security. In present matter the disputed cheque is at Exh. 17 and after perusing the same it reveals that it is issued by the present accused who is proprietor/authorized signatory for Saksham Builders and Developers and said cheque is issued in the name of complainant Manoj Mahadev Shinde.

21. In present matter the Ld. Advocate for the accused has submitted that blank cheque was issued as a security. So this submission itself shows that the accused has not denied his signature over the disputed cheque Exh. 17. The Ld. Advocate for the complainant has relied upon the ruling of Hon'ble Apex Court in the case of Ragappa Vs. Sri. Mohan wherein it is held that – *once the signature on the cheque is admitted by the accused, the court presumes that the cheque was issued to discharge the valid debt, shifting the burden of proof to the accused to raise a probable defence.*

The presumption under section 139 of N.I. Act reads as hereunder: –

“139. Presumption in favour of holder— It shall be presumed, unless the contrary is proved, that the holder of a cheque received the cheque of the nature referred to in section 138 for the discharge, in whole or in part, of any debt or other liability.”

22. Further the presumption for passing of the consideration would arise as provided under Section 118(a) of N.I. Act which reads as hereunder: –

“118. Presumptions as to negotiable instruments – Until the contrary is proved, the following presumptions shall be made: – (a) of consideration – that every negotiable instrument was made or drawn for consideration, and that every such instrument, when it has been accepted, indorsed, negotiated or transferred, was accepted, indorsed, negotiated or transferred for consideration.”

23. In the case of Basalingappa vs. Mudibasappa (2019) 5 SCC 418 The Hon’ble Apex Court has summarise the principles which are as follows-

Once the execution of cheque is admitted Section 139 of the Act mandates a presumption that the cheque was for the discharge of any debt or other liability.

The presumption under Section 139 is a rebuttable presumption and the onus is on the accused to raise the probable defence. The standard of proof for rebutting the presumption is that of preponderance of probabilities.

To rebut the presumption, it is open for the accused to rely on evidence led by him or the accused can also rely on the materials submitted by the complainant in order to raise a probable defence. Inference of preponderance of probabilities can be drawn not only from the materials brought on record by the parties but also by reference to the circumstances upon which they rely.

That it is not necessary for the accused to come in the

witness box in support of his defence, Section 139 imposed an evidentiary burden and not a persuasive burden.

It is not necessary for the accused to come in the witness box to support his defence.

24. In present matter after going through the cross-examination of the complainant CW-1 it reveals that during the course of cross-examination he has admitted that he had filed regular criminal case no. 154/2018, also admitted that in said matter his evidence was recorded and in said matter he has alleged that the cheque of Rs. 7,00,000/- was dishonoured, the accused was not paying the amount and was not giving the flat. In his further cross he has admitted that he has given the amount, the said amount for the purpose of clarity is given in a following tabular form-

Table - A

Sr. No.	Amount given by complainant to the accused
1.	Rs. 4,00,000/- by way of cheque
2.	Rs. 4,70,000/- in cash
3.	Rs. 1,30,000/- in cash
4.	Rs. 2,00,000/- by way of axis bank cheque
5.	Rs. 8,79,000/- by way of home loan through Muthoot finance
(1 to 5) Total amount	Rs. 20,79,000/-

25. The CW-1 in his further cross has admitted that since 2003 he is running a garage business, paying I.T. returns from

2016. He has further admitted that he has mentioned the amount which is alleged to be given to the accused in his income tax returns and also given the amount regarding purchase of flat in his income return. It is pertinent to note that the complainant has not filed any documentary evidence in this respect. The CW-1 in his further cross has admitted that firstly he met the accused in March 2017. The complainant in his complaint has alleged that in November 2016 the accused demanded hand loan and accordingly he paid Rs. 23,70,000/- but during cross-examination he admits that he firstly met the accused in March 2017.

26. In present matter the further cross-examination of the CW-1 shows that he has admitted that he has paid Rs. 6,69,000/- more to the accused. Further admitted that he has not given plot no. 318 for the purpose of development. After perusing the entire record it reveals that it is not the clear case of the complainant that he was the owner of plot no. 318 and it seems that in the complaint it might have been wrongly mentioned. The agreement of sale Exh. 72 shows that said plot belongs to the consenting parties which was given by them for the development to the present accused. The CW-1 in his further cross-examination has denied all the adverse suggestion.

27. In present matter from the record it is evident that the present complainant had lodged the police report dated 07/12/2017 which was registered as RCC case no. 154/2018.

The CW-1 in his cross-examination has admitted said fact. Further the accused has filed certified copies regarding above mentioned case below Exh. 75 to 80. After perusing said documents it reveals that in the police report dated 07/12/2017 the present complainant has alleged that he has given the amount regarding purchase of flat no. 7 which for the purpose of clarity is given in a following tabular form-

Table - B

Sr. No.	Amount alleged to be given by complainant to the accused in police report
1.	Rs. 4,00,000/- by way of cheque
2.	Rs. 4,70,000/- in cash
3.	Rs. 1,30,000/- in cash
4.	Rs. 2,00,000/- by way of axis bank cheque
5.	Rs. 12,65,000/- by way of home loan through Muthoot finance
(1 to 5) Total amount	Rs. 24,65,000/-

28. Further it reveals that in the police report dated 05/10/2017 (Exh. 75) he has alleged that Rs. 10,15,000/- were paid by him in excess / addition and hence the accused on 21/10/2017 had given cheque of Rs. 7,00,000/-. The complainant in Exh. 75 has nowhere contended that he has given hand loan amount of Rs. 23,70,000/- and subsequently the flat agreement was done.

29. The complainant has alleged that he has given Rs.

(Judgment)

S.C.C. No. 1/2018

Manoj Shinde Vs. Saksham builders Exh. 85

23,70,000/- as a hand loan and subsequently there was settlement done and the agreement dated 05/10/2017 of flat no. 7 for consideration of 14,50,000/- was done. He has further alleged that he paid 2,90,000/-, Rs. 9,00,000/- was paid by Muthoot finance and Rs. 4,00,000/- by Umesh Katakdhond to the accused. So as per the case of complainant when amount of Rs. 23,70,000/- was due towards the accused then what was a need to pay the amount at the time of execution of agreement dated 05/10/2017, also what was a need for applying the home loan and paying the home loan amount to the accused. When as per the case of complainant amount of Rs. 23,70,000/- was given to accused then both the parties in the agreement of sale dated 05/10/2017 would have clearly mentioned regarding issuance of entire amount of Rs. 14,50,000/- but it is not done so.

30. The fundamental burden to prove the existence of legally enforceable debt lies on the complainant. In present matter from the all above aspects, the documents filed on record below Exh. 54 to 62, 72 it seems that there was transaction between the parties regarding the flat no. 7 in the on-going construction over the plot no. 318 situated in survey no. 50 of Jadhavvadi Phaltan. Further as per the admissions given by CW-1 it appears that he has paid amount of Rs. 20,89,000/-. In present matter there is no any documentary evidence to prove that prior to the agreement dated 05/10/2017 in the year 2016 the complainant had given hand loan of Rs. 23,70,000/- to the accused. Further after considering the entire facts and

circumstances it seems that the complainant himself is not certain about the actual transaction. The records shows that the consideration amount of flat is Rs. 14,50,000/- and the accused has paid Rs. 20,89,000/-. So it seems that the amount of Rs. 6,39,000/- is the additional amount paid by the present complainant to the accused.

31. Admittedly the disputed cheque Exh. 17 is of Rs. 7,00,000/-. In present matter the complainant has not adduced any concrete evidence to show that he has paid hand loan Rs. 23,70,000/-. The flat purchase transaction seems to have been done but there is nothing on record to prove the hand loan amount. Further it is not the case of the complainant that disputed cheque was handed over for the excessive payment of flat amount. The Ld. Advocate for the accused has relied upon the ruling of Angu textiles (supra) wherein the hon'ble Madras High Court has observed that - *the cheque amount was more than the amount due on date when cheque was presented, when cheque cannot be sent to be drawn towards the discharge of either the whole or part of any debt or liability.*

32. In the present matter in hand from the record and the documents it appears that the transaction between the complainant and accused was regarding the purchase of flat. Further in present matter the complainant by way of his complaint has come with the case that the accused in November 2016 has demanded the amount and the complainant by obtaining loan, by withdrawing amount from his bank and by

paying some cash has given hand loan of Rs. 23,70,000/-. In present matter the complainant has not filed any documentary evidence to show that he has paid the above mentioned hand loan amount. Further the CW-1 in his cross admits that he firstly met the accused in March 2017. Further he has not filed any documentary evidence regarding his income tax returns. The alleged hand loan amount of Rs. 23,70,000/- is a very huge amount and the complainant has not filed a single document to show his source of income for advancing the hand loan to the accused. Further considering the documents i.e. record of RCC 154/2018 and the allegations made in the complaint it appears that the complainant had made inconsistent statement. Further the complainant himself does not seems to be certain about the actual transaction.

33. So considering the all above aspects it appears that the transaction between complainant and accused was regarding the flat no. 7. So it seems that the amount of Rs. 6,69,000/- is the excessive amount paid to the accused. The complainant by way of present complaint has come with the case of hand loan but from the entire record it is evident that he has not proved that he had given hand loan of Rs. 23,70,000/-. If the complainant would have come with the case regarding the transaction of flat and the disputed cheque Exh. 17 was given regarding the excessive amount of said flat then things would have been different. So considering all above aspects I hold that the complainant has failed to prove the theory regarding

payment of hand loan amount of Rs. 23,70,000/-.

34. Considering all above aspects, I hold that, in present matter the accused has succeeded in bringing the rebuttal evidence to the level of preponderance of probabilities. So I hold that in present matter the complainant has failed to prove that the disputed cheque Exh.17 amounting of Rs. 7,00,000/- is a legally enforceable debt and hence, I answer **point No. 1** in “Negative”.

AS TO POINT NO. 2 & 3 :-

35. In present matter the record shows that the bank memo is at Exh. 18 which clearly discloses that, the cheque No.123846 i.e. disputed cheque (Exh.17) was deposited in the account of complainant and is been dishonored due to “Funds insufficient”. As per Section 146 of N.I. Act the bank's slip is a prima facie proof about the dishonor of cheque.

36. In the present matter the complainant has issued demand notice Exh.23 dated 05/12/2017 and the said notice was duly issued by R.P.A.D. on address of accused. Further, the acknowledgment receipt (Exh.19) shows that, it was duly served to the accused. So considering the overall aspect and documentary evidence filed below Exh.17 to 19 and Exh. 23 it becomes clear that, the cheque no.123846 was dishonored due to insufficient funds and the complainant within the statutory period has issued the demand notice, accused has received the same but failed to pay the amount of Rs.7,00,000/-.

37. So from the all above things it is clear that, the disputed cheque is dishonored as there were insufficient funds and the complainant within the statutory period has issued the demand notice and accused has failed to repay the amount. Hence, I answer point no. 2 and 3 in affirmative.

AS TO POINT NO. 4 :-

38. In the present matter the complainant has failed to prove that he has given a hand loan amount of Rs. 23,70,000/- to the accused and the disputed cheque Exh. 17 was issued by accused for the part payment of above said hand loan amount. Considering the reasons mentioned above, as the complainant has failed to prove that the disputed cheque amount is a legally enforceable debt or liability and in such situation it cannot be said that the accused has committed an offence punishable under section 138 of N.I. Act. Therefore, I hold that, the accused is not guilty and answer this **point No. 4** in the “**negative**”.

Considering the all above facts and circumstances of the case, findings given above I proceed to pass the following order.

ORDER

1. Accused Nitin Mahadev Bhosale is hereby acquitted under Section 255(1) of Code of Criminal Procedure, 1973 for the offence punishable under Section 138 of Negotiable Instrument Act, 1881.
2. The bail bond of accused stands cancelled.

(Judgment)

S.C.C. No. 1/2018

Manoj Shinde Vs. Saksham builders **Exh. 85**

3. The accused is directed to furnish bail bond as per Section 437(A) of Cr.PC.

(Dictated and pronounced in open court)

Phaltan

Date: 24/07/2026

(V. S. Wagh)

Judicial Magistrate, F.C.,
Phaltan, Dist. Satara.