**IN THE COURT OF DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE, PALLAVARAM**
**PRESENT: Thiru. C.P. MULLAI VANAN, B.A.B.L.(Hon's).,**
**District Munsif cum Judicial Magistrate, Pallavaram**
**Thursday, 2nd day of July 2026**
2057 திருவள்ளுவர் ஆண்டு, 2026 பராபவ வருடம், ஆனி மாதம், 18 ம் நாள் வியாழக்கிழமை
**C.C. No.123/2023**
CNR-No. TNCG10-001893-2023

**Criminal Rules of Practice 2019, Rule 109 and Hon'ble Madras High Court**

**R.O.C.No. 814/2021/RC/G1 Dated: 07.04.2021 following particulars are appended**

| S.No | Case Summary | | |
|---|---|---|---|
| 01 | Name of the complainant | : | Tmt. Hema,<br>W/o. Thirupathy Rajendran,<br>No.294A, 2nd Floor Aviation Thamayai Flat, 41st Street, Sankar Nagar, Pammal, Chennai-600 075. |
| 02 | Provision of law | : | U/s 138 Negotiable InstrumentAct |
| 03 | Name of the Accused, Age, Father's Name, Occupation and Residence | | M/s. Redesh Franchise World Pvt Ltd., under redosj Tea tok Franchise,<br>Rep.by its Chairman and Founder Tr.Gowrishankar J.B.<br>having office at No.703 Second Floor, Capital Towers, No.180, Kodembakkam High Road, Chennai 34 and residence at No.1, Annankarai Vinayagar Kovil Street, Hanumanthapuram Village, Singaperumal Kovil, Pin 603108. |
| 04 | Date of occurrence | : | 16.11.2021 |
| 05 | Date of filing of the complaint | : | 01.12.2021 |
| 06 | Date of arrest of the accused | : | Does not arose |
| 07 | Period of remand of the accused | : | Does not arose |
| 08 | Dated of release on bail of the accused | : | Does not arose |

<table>
<tr><td>09</td><td>Date of committal of the case to the Court of Session</td><td>:</td><td>Does not arose</td></tr>
<tr><td>10</td><td>Date of Commitment</td><td>:</td><td>Does not arose</td></tr>
<tr><td>11</td><td>Date of appearance of the accused</td><td>:</td><td>16.06.2022</td></tr>
<tr><td>12</td><td>Date of questioning of the accused U/Sec. 251 of the Code of Criminal Procedure, 1973, as the case may</td><td>:</td><td>24.06.2022</td></tr>
<tr><td>13</td><td>Filing of all miscellaneous petitions and their results including the results on challenge before superior Courts ; except petitions like petitions U/Sec. 317 of the Code.</td><td>:</td><td>1) Crl.M.P.No.1608/2025 petition u/s 311 of Cr.P.C. reopen petition filed and allowed dated 29.04.2026.</td></tr>
<tr><td>14</td><td>Date of examination in-chief and cross-examination of a witness</td><td>:</td><td><table><tr><th>PW</th><th>Chief</th><th>Cross</th></tr><tr><td>PW 1</td><td>24.06.2022</td><td>29.08.2025</td></tr></table></td></tr>
<tr><td>15</td><td>Date of examination of the accused U/Sec. 313 of the Code</td><td>:</td><td>09.10.2025</td></tr>
<tr><td>16</td><td>Details of absconding accused and his appearance / production, as the case may be ; and</td><td>:</td><td>Nil</td></tr>
<tr><td>17</td><td>Grant of stay by superior Courts and the results there of</td><td>:</td><td>Nil</td></tr>
<tr><td>18</td><td>Closure of Trial</td><td>:</td><td>10.06.2026</td></tr>
<tr><td>19</td><td>Sentence or Order</td><td>:</td><td>02.07.2026</td></tr>
<tr><td>20</td><td>Service of copy of judgment or finding on accused</td><td>:</td><td>In fine, this court finds the accused found guilty for the offence u/s.138 NI Act and convicted u/s.255(2) Cr.P.C. and considering the facts and circumstances of the case the accused is sentenced to undergo “ One Year ” simple imprisonment and ordered to pay</td></tr>
</table>

| | | | |
|---|---|---|---|
| | | | Rs.14,00,000/- twice the two cheque amount as compensation to the complainant under Section 357(3) of the Cr.P.C within a period of one month from date of this judgment and in default of payment of compensation amount, the accused shall undergo further four weeks of simple imprisonment. |
| 21 | Explanation of delay | : | Due to non production of witnesses and non appearance of accused. |

This case is came up before this court for final hearing on this day in the presence of Learned Advocate Tr.C.V. Elangovan, Counsel for the complainant and Learned Advocate A. Haseen Sulthana, counsel for the Accused and having perused the materials on record and having heard counsels on both sides and having the case stood over for consideration till this date and this court delivers the following:

## JUDGMENT

1) The complainant has filed the private complaint u/s.200 Cr.P.C. for the commission of offence punishable u/s. 138 the Negotiable Instruments Act, 1881 (hereinafter referred as N.I. Act) against the accused.

### 2) BRIEF CASE OF THE COMPLAINANT:

2.1) The complainant submit that he has entered in to an agreement with her on 23.04.2021 stating that he is the Franchisor of the Redsh Franchise World Pvt., Ltd., and she is the Franchise and he has expressed interest in carrying on the business of the Franchisor at Kodambakkam (referred to as point of sale" POS) on executive basis, as per the terms of the agreement on the Franchise expressing interest in carrying on the business of the Franchisor at the POS and deposited a sum of Rs.7,00.000/- (Seven lakhs only) and it was paid to his concern in the following maner and she had paid. i) A sum of Rs. 50,000/- (Fifty thousand) ii) A sum of Rs. 1,50,000/- (One Lakh fifty thousand only), iii) A sum of Rs.500.000/- (Five lakhs only) on 23.04.2021 tou Rs.7.00.000/- (Seven lakhs) were made through on line from her accou bearing account No. 709576955 INDIAN BANK. Madipakkam Branch.

2.2) The complainant submitted that according to the agreement, the accused failed to allot and provide POS in Kodambakkam after receiving the entire amount of Rs.7,00,000/- (Seven lakhs) and he failed to execute the agreement and his intention is to cheat her. The complainant further submits she has made repeated demands to the accused through mobile and in person either to allot of POS at Kodambakkam or to return the payment made by her through on line payment the accused willfully evading payment or to allot POS.

2.3) The compliant submitted the she made several attempt to insist the accessed to return the amount of Rs.7.00.000- (Seven lakhs) the accused issued two cheques bearing No. 001989 dated 17.10.2021 for Rs. 3,00,000/- (three lakhs) and another cheque No. 001991, dated 21.10.2021 for Rs. 4,00,000/- (Four lakhs) drawn on ICICI Bank, North Boag Road, T.Nagar Branch, Chennai - 17. The complainant submits that she present both cheques for collection in her Bank HDFC Bank, Pallavaram Branch and the same were return with an endorsement "Unpaio by the Drawee Bank on 18.10.2021 and 22.10.2021 respectively.

2.4) The complainant submitted that the two cheques were dishonored by her Bank Viz HDFC Bank, Pallavaram Branch for the reasons "Unpaid by the drawer Bank" which was intimated to her vide Banker's return Memo's dated: 18.10.2021 and 22.10.2021. The complainant submitted that she issued demand notice through her counsel on 29.10.2021 to the accused asking the accused to pay the cheque amount with in fifteen days from the date of receipt of this notice. The notice was turned with an endorsement " Not Delivered Addressee Left without Instructions" by the postal authorities. The complainant submit that the accused has wrongfully issued the above two cheques knowing full well that he did not have sufficient funds to his Bank or the assessed have an intention to made payment to her for unpaid by the Drawn Bank. Hence the accused has committed an offence u/s 138 of the negotiable Instruments Act.

3) On receipt of the complaint, after recording the sworn statement of the complainant and also upon the perusal of the documents, having found a prima facie satisfaction of the case involving the offence u/s 138 of NI Act taken cognizance on the basis of the complaint u/s 190 (1) (a) of Cr.P.C against the accused. The accused had appeared on issuance of summon. On appearance of the accused, copies of the complaint was furnished to the accused on free of cost. After granting sufficient time to the accused and upon careful perusal of entire records this court finds that prima fascie case was made out against the accused to try the offence u/s 138 of NI Act and the substance of accusation for the above offence was read and explained to the accused as per section 251 of Cr.P.C. The accused denied the accusation as false and not raised any specific defence and claims to try the case. Thereafter the case was posted for complainant side evidence and ordered to issue summons to the complainant

side witnesses.

4) On the side of complainant, the complainant Tmt. Hema was examined as PW1 and marked exhibits Ex. P 1 to Ex. P10. After completion of the complainant side evidence, the accused was questioned u/s 313(1)(b) of Cr.P.C about the incriminating circumstances and evidences against the accused, to which the accused had denied all those evidences as false. Further on the accused side, no witness were examined and no documents were adduced and hence the defence side evidence was closed by this court.

5) Records perused. Heard both side arguments.

6) The point to be decided is whether the complainant has proved the guilt of the accused for offence u/s.138 NI Act beyond reasonable doubt.

**7) COMPLAINANT CASE AS PER EVIDENCE:-**

7.1) The accused company is carrying on business by offering Franchise and the complainant as per the terms of agreement entered into Franchise agreement with the accused company and paid Rs.50,000/- on 14.04.2021 and paid Rs.1,50,000/- on 22.04.2021 and paid Rs.5,00,000/- on 23.04.2021 to the accused bank account through online banking transaction and the accused had failed to allot and provide point of sale to the complainant at Kodambakkam and after repeated demand the accused agreed to return the Franchise amount of Rs.7,00,000/- and issued two cheques infavour of the complainant cheque bearing No.001989 dated 17.10.2021 for Rs.3,00,000/- and cheque bearing No.001991 dated 21.10.2021 for Rs.4,00,000/- which were drawn at ICICI Bank, North Boag Road, T.Nagar Branch and the complainant presented the cheque bearing No.001989 dated 17.10.2021 for Rs.3,00,000/- with the banker at HDFC Bank, Pallavaram Branch on 18.10.2021 for payment and the said cheque was returned with the endorsement "funds insufficient" through cheque return memo dated 18.10.2021. The complainant presented the another cheque bearing No.001991 dated 21.10.2021 for Rs.4,00,000/- with the banker at HDFC Bank Pallavaram Branch on 22.10.2021 for payment and the said cheque was returned with the endorsement "funds insufficient" through cheque return memo dated 22.10.2021. Thereafter the complainant had issued a legal notice to the accused dated 29.10.2021 through registered post calling upon the accused to pay the dishonored two cheque amount and the same was returned as addressee left on 01.11.2021 and the complaint was also filed within the period of limitation.

7.2) Ex.P1 which is the original Franchise agreement dated 23.04.2021 , Ex.P2 which is the web copy of bank account fund transfer acknowledgment dated 14.04.2021, Ex.P3 which is the web copy of bank account fund transfer acknowledgment dated 22.04.2021, Ex.P4 which is the web copy of bank account fund transfer acknowledgment receipt dated 23.04.2021, Ex.P5 which is the original cheque bearing No.001989 dated 17.10.2021 for Rs.3,00,000/- which was drawn at ICICI Bank, North Boag Road, T.Nagar Branch , Ex.P6 which is the original cheque bearing No.001991 dated 21.10.2021 for Rs.4,00,000/- which was drawn at ICICI Bank, North Boag Road, T.Nagar Branch , Ex.P7 which is the original return memorandum for the presentation of encashment of cheque bearing No.001989 dated 18.10.2021, Ex.P8 which is the original return memorandum for the presentation of encashment of cheque bearing No.001991 dated 22.10.2021, Ex.P9 which is the office copy of legal notice 29.10.2021, Ex.P10 which is the original returned postal cover and online tracking receipt.

7.3) The complainant was examined as PW1 and she deposed to the complaint filed and Ex.P1 to Ex.P4 are shows that the accused being the founder and chairman of M/s. Redesh Franchise World Pvt Ltd., under redosj Tea tok Franchise, had entered into Franchise agreement with the complainant which was evident from Ex.P1 and received a total a sum of Rs.7,00,000/- from the complainant through online transaction on three installment which was evident from Ex.P2 to Ex.P4 and Ex.P5, P6 are shows that the accused had issued cheque to return the Franchise amount of Rs.7,00,000/- as cheque bearing No.001989 dated 17.10.2021 for Rs.3,00,000/- and cheque bearing No.001991 dated 21.10.2021 for Rs.4,00,000/- which were drawn at ICICI Bank, North Boag Road, T.Nagar Branch and the complainant presented the above cheque Ex.P5 for realization through the complainant’s banker at HDFC Bank Pallavaram Branch on 18.10.2021 but the said cheque was returned as dishonored by the accused banker for the reason as “funds insufficient” vide return memo dated 18.10.2021 which was marked Ex.P7. Again the complainant presented the cheque Ex.P6 for realization through the complainant’s banker at HDFC Bank Pallavaram Branch on 22.10.2021 but the said cheque was returned as dishonored by the accused banker for the reason as “funds insufficient” vide return memo dated 22.10.2021 which was marked Ex.P8.

7.4) The complainant also sent a legal notice dated 29.10.2021 to the accused through registered post with acknowledgment due bringing to the knowledge of the accused about the dishonor of the above two cheque on account of reason as “funds insufficient” as intimated by the accused banker and requested the accused to make payment within 15 days from the date of receipt of the said notice and the legal notice was marked as Ex.P9 and the said notice was returned as addressee left which was marked as Ex.P10. Thus, the accused had committed an offence punishable under section 138 of the Amended Negotiable Instrument Act 1988.

8) Before appreciating the facts of the present case in detail, it is relevant to see the position of law in respect of proof of the offence u/s.138 of N.I. Act. For the offence u/s. 138 of N.I. Act to be made out against the accused, the complainant must prove the following conditions whether,

a) The accused has been issued a cheque drawn on account maintained by him.

b) The said cheque has been issued in discharge, in whole or in part of any legal debt or other liability.

c) The said cheque has been presented to the bank within a period of three months from the date of cheque or within a period of its validity whichever is earlier.

d) The said cheque, when presented for encashment, was returned unpaid or dishonored.

e) The complainant had issued a legal notice of demand to the drawer/accused within 30 days from the date of receipt of information about the return of the cheque.

f) The accused failed to make the payment within 15 days from the date of the receipt of the above said legal notice.

g) And the complaint was filed within one month from the date on which cause of action arise.

9) Now it is to be seen whether the complainant has discharged the initial burden of proof that the above ingredients are proved by the complainant or not. The cheque in question Ex.P5 which is the original cheque bearing No.001989 dated 17.10.2021 for Rs.3,00,000/- and Ex.P6 which is the original cheque bearing No.001991 dated 21.10.2021 for Rs.4,00,000/- which were

drawn at ICICI Bank, North Boag Road, T.Nagar Branch,were drawn by the drawer M/s. Redesh Franchise World Pvt Ltd., under redosj Tea tok Franchise, Rep.by its Chairman and Founder Tr.Gowrishankar who is the accused herein from the drawee bank ICICI Bank, North Boag Road, T.Nagar Branch and the accused also not raised any defence that the said cheque does not belonged to him during the first questioning. Moreover Ex.P5, P6 were presented for encashment on 18.10.2021, 22.10.2021 which was presented within the period of three months from the date of cheque which was evident from ExP7, P8 which are the return memorandum as the said two cheques were dishonoured for the reason as "funds insufficient" in the drawer account and it is also not disputed as it is a matter of record proved by return memo which was marked as Ex.P7, Ex.P8.

10) Therefore, it is a matter of record and the same has been proved that the cheque in question Ex.P5,P6 were presented within validity period and dishonoured by the banker of the accused which was evident from Ex.P7,P8. The legal notice Ex.P9 was also sent to the accused dated 29.10.2021 which was within the statutory period of one month from the date of issuance of return memorandum. But the above legal notice was sent to the accused was returned as addressee left. At this juncture the point to be determined is that whether the notice returned as addressee left would constitute the offence under section 138 of Negotiable Instruments Act. The learned counsel for the complainant argued that the legal notice was sent to the accused to the address where the agreement was executed and the office was situated and issuing of above legal notice to the accused to the previous communicated address would ensure compliance of issuing statutory notice under section 138 of NI Act.

11) Further at this juncture it is warranted to mention the decision of Honourable Supreme Court of India in C.C. Alavi Haji Vs. Palaetty Muhammed & ANR reported in 2007 (6) SCC 555. In the above decision relied by the complainant which was held that *"17. It is also to be borne in mind that the requirement of giving of notice is a clear departure from the rule of Criminal Law, where there is no stipulation of giving of a notice before filing a complaint. Any drawer who claims that he did not receive the notice sent by post, can, within 15 days of receipt of summons from the court in respect of the complaint under Section 138 of the Act, make payment of the cheque amount and submit to the Court that he had made payment within 15 days of receipt of summons (by receiving a copy of complaint with the summons) and, therefore, the complaint is liable to be rejected. A person who does not pay within 15 days of receipt of the summons from the Court along with the copy of the complaint under Section 138 of the Act, cannot obviously contend that there was no proper service of notice as required under Section 138, by ignoring statutory presumption to the contrary under Section 27 of the G.C. Act and Section 114 of the Evidence Act. In our view, any other interpretation of the proviso would defeat the very object of the legislation".*

12) However as per the above decision mentioned even after appearing before this court the accused has not taken any steps to pay the cheque amount as mentioned in the complaint as well as legal notice Ex.P9 in order to disprove the commission offence under section 138 of NI Act. Moreover in this case the accused has not raised any defence with regard to non-receiving of legal notice from the complainant and not raised any defence that the legal notice Ex.P9 was sent to the different address where the accused was not running the office either in the 1st questioning or under section 313(1)(b) CrPc or during cross examination of also. Further during the cross examination of PW1 the

accused also not made any suggestion to the above witness with regard to issuing of legal notice to different address. As there is no specific defence disputing the compliance of statutory notice Ex.P9 this court comes to the conclusion that Ex.P9 was duly sent to the accused. Further more the Ex.P1, which is the agreement executed between the complainant and the accused also bears the same address as mentioned in Ex.P9 as M/s. Redesh Franchise World Pvt Ltd., under redosj Tea tok Franchise, Rep.by its Chairman and Founder Tr.Gowrishankar J.B. having office at No.703 Second Floor, Capital Towers, No.180, Kodembakkam High Road, Chennai 34 which shows that the complainant has duly sent the legal notice to the accused to the above address of communication. Therefore this court comes to the conclusion that Ex.P9 statutory notice is duly issued to the accused

13) In this case the accused has not specifically denied his signature found in the cheque in question Ex.P5, P6 during 1st questioning and questioning u/s 313 (1) (b) Cr.P.C but raised a specific defence during cross examination that “ம.சா.ஆ.1 ஒப்பந்த பத்திரத்தின் எனக்கும் எதிரியின் நிறுவனத்திற்கும் மேற்படி ஒப்பந்த தொடர்பாக ஏற்படும் பிரச்சனைகளுக்கு ஆர்பிட்ரேசன் மூலமாக தீர்வு காண இருவரும் ஒப்புக்கொண்டு அந்த ஒப்பந்த பத்திரம் ஏற்படுத்தப்பட்டுள்ளது என்றால் சரிதான். ” The above defence raised by the accused during the cross-examination of PW1 shows that the accused himself admitted the execution of Ex.P1 claiming that the dispute between the complainant and the accused based upon Ex.P1 shall be referred for Arbitration. Therefore once the accused had admitted the execution of ExP1 and thereafter the accused cannot be permitted to deny the execution of Ex.P1.

14) Further the accused had not raised any defense that he has not issued the cheque Ex.P5,P6 to the complainant and also not raised any specific defence in questioning u/s 313 (1) (b) Cr.P.C. Therefore, when once the

signature is admitted by the accused the presumption under Section 139 and 118 of NI Act would come to operation. In the present case, the essential ingredients of the Section 138 of Negotiable Instruments Act has been proved as held by the *Apex Court in Indian Bank Association Case reported in 2014(5) SCC 590, in para 18. "We make it clear that if Provisos (a),(b) and (c) to section 138 of the Act are shown to have been complied with, technically the commission of the offence stands completed and it is for the accused to show that no offence could have been committed by him for specific reasons and defences".*

15) The complainant has also produced primary evidence pertaining to the cheques and return memo which was also not disputed by the accused. Therefore the complainant through the oral and documentary evidence has discharged the initial burden in proving the case and therefore presumption under section 139 of Negotiable Instruments Act lies infavour of the complainant. Since the complainant had discharged the initial burden in proving the case, the accused has to rebut the presumption stands infavour of the complainant u/s.118 and 139 of NI Act. The evidence on the accused side must be so probable to defend the case of the complainant in this case. The defence side has not produced any probable evidence to belief that he has not borrowed any sum of amount from this complainant.

16) Now, this court must consider whether the accused was able to probabilise his defence through cross examination of PW1 in order to rebut the presumption standing in favour of the Complainant. The accused contended that dispute between the complainant and the accused based upon Ex.P1 shall be referred for Arbitration and on perusal of Ex.P1 there is a clause for referring matter for Arbitration between the complainant and accused but the dispute in this case is not related to Franchise agreement and this case is related to issuance of cheque without having funds in the accused bank account and to that effect

the above Arbitration clause does not apply to this case.

17) Moreover, the accused for the first time raised a defence in the cross-examination of PW1 that the signature in the cheque does not belonged to the accused and the complainant alone filled the cheque and signed the cheque as accused and deposited for encashment but during the 1st questioning the accused had not raised the above specific defence and simply stated as false case and raised the said specific for the first time in the cross-examination. Moreover the accused has also not raised any specific defence during first questioning as well as during cross examination that either the cheque was stolen or he had not issued the cheque to the complainant. Therefore as there is no defence that cheques in this case were lost or stolen one on the accused side the above suggestion made on the accused side during cross examination of PW1 shows that the cheques Ex.P5, P6 were issued by the accused. Therefore this court holds that ExP5, P6 were issued by the accused to the complainant.

18) Moreover during the cross examination the accused has not denied the business transaction between the complainant and the accused also not denied the Ex.P1 and admitted the Franchise agreement Ex.P1. The failure to contradict the above agreement shows that the accused has failed to rebut the presumption under section 139 NI Act in favour of the complainant. Further the accused also failed two contradict the online baking transaction receipt Ex.P2 to Ex.P4. The above contention clearly shows that the accused had issued the Ex.P5, Ex.P6 to the complainant by acknowledging his liability to return the Franchise agreement amount of Rs.7,00,000/- to the complainant.

19) Further Ex.P1 to P4 which are clearly shows that the complainant has adduced evidence that there was business transaction between the complainant and accused company and the accused received the amount of Rs.7,00,000/- from the complainant through baking transaction and issued

Ex.P5, Ex.P6 towards discharge of repayment of above Franchise amount. Thus this court comes to the conclusion that Ex.P5, Ex.P6 were issued by the accused towards discharge of legally enforceable pecuniary liabilities.

20) Further in this case also the signature of the accused in Ex.P5, Ex.P6 were not disputed by the accused while he was explained about the substance of accusation against him under section 251 of Cr.P.C and also when he was questioned under Section 313(1)(b) of Cr.P.C. and the same also belonged to the account maintained by the accused stands proved and thus the initial presumption under the Section 139 read with Section 118 of the NI Act comes into operation in favour of the complainant. It is duty of the accused to disprove the case of the complainant and it is his duty to prove that he does not owe any sum of amount to the complainant. Therefore, once the transaction between the parties are accepted by the accused and in absence of any other relevant material, the defence of accused does not inspire confidence or meet the standard of ‘preponderance of probability’ and the defence of the accused is not sustainable. Further mere a creation of doubt on the defence side but not proved upon by valid evidence on their side cannot be considered that the defence side has rebutted the presumption in favour of the complainant in this case.

21) The accused having admitted the signature in the disputed cheque and the complainant having proved the cheques were issued by the accused, but the defence side has failed to disprove or raise probable defence to the case of the complainant. The burden shifted on accused side has not been rebutted by the accused side by any probable evidence. Further the accused has not issued any reply notice to the legal notice sent to the accused and the accused also not raised any defence that he had repaid the two cheque amount to the complainant which shows that the accused had not repaid the cheque amount even after receiving summon from this court and from the statutory notice Ex.P9.

22) Therefore from the above discussion this court comes to the conclusion that the accused had miserably failed to rebut presumption which favour the complainant through sufficient oral and documentary evidence and failed to disprove the case of the complainant. Therefore in the absence of any convincing evidence on the accused side to rebut the presumptions in favour of the complainant, this court holds that the disputed cheque has been issued by the accused in discharge of the legally enforceable debt or liability for the amount mentioned in the two disputed cheques to a total sum of Rs.7,00,000/- . Hence the accused is found guilty under section 138 of the NI Act and liable for conviction for the offence under Section 138 of the NI Act.

23) In fine, this court finds the accused found guilty for the offence u/s.138 NI Act and convicted u/s.255(2) Cr.P.C. and considering the facts and circumstances of the case the accused is sentenced to undergo " **One Year** " simple imprisonment and ordered to pay Rs.14,00,000/- twice the two cheque amount as compensation to the complainant under Section 357(3) of the Cr.P.C within a period of one month from date of this judgment and in default of payment of compensation amount, the accused shall undergo further four weeks of simple imprisonment.

Dictated to the Steno-Typist, directly typed by him in computer, corrected and pronounced by me in open Court, this the 02nd day of July 2026.

Sd/-Tr.Mullai Vanan,
District Munsif cum
Judicial Magistrate,
Pallavaram.

**I) COMPLAINANT SIDE WITNESS:**

| S.No. | WITNESS | NAME |
|---|---|---|
| 1) | PW 1 | Tmt. Hema |

**II) COMPLAINANT SIDE EXHIBITS:**

| S.No. | EXHIBIT | DATE | DOCUMENTS | REMARKS |
|---|---|---|---|---|
| 1) | Ex P1 | 23.04.2021 | Franchise agreement | Original |
| 2) | Ex P2 | 14.04.2021 | on line banking fund transfer acknowledgment | Web copy |
| 3) | Ex P3 | 22.04.2021 | On line banking fund transfer acknowledgment | Web copy |
| 4) | Ex P4 | 23.04.2021 | on line banking fund transfer acknowledgment | Web copy |
| 5) | Ex P5 | 17.10.2021 | Cheque No.001989 | Original |
| 6) | Ex P6 | 21.10.2021 | Cheque No.001991 | Original |
| 7) | Ex P7 | 18.10.2021 | Return Memorandum | Original |
| 8) | Ex P8 | 22.10.2021 | Return Memorandum | Original |
| 9) | Ex P9 | 29.10.2021 | Legal notice | Office Copy |
| ) | Ex P10 | 01.11.2021 | Returned postal cover | Original |

**III) DEFENCE SIDE WITNESSES & EXHIBITS: NIL**

Sd/-Tr.Mullai Vanan,
District Munsif cum
Judicial Magistrate,
Pallavaram.

// True Copy //

District Munsif cum
Judicial Magistrate
Pallavaram.

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| In the Court of DM-Cum-JM at Pallavaram.<br>S.T.C.No.123/2023<br>Dated: 02.07.2026<br>Judgment Pronounced<br>Complainant Absent. Accused present. Accused counsel present. Petition under section 348 and 353 are filed and returned as defective. Both side heard. Records perused. Judgment pronounced in open court. In result, this court finds the accused found guilty for the offence u/s.138 NI Act and convicted u/s.255(2) Cr.P.C. and considering the facts and circumstances of the case the accused is sentenced to undergo one year simple imprisonment and ordered to pay Rs.14,00,000/- twice the two cheque amount as compensation to the complainant under Section 357(3) of the Cr.P.C within a period of one month from date of this judgment and in default of payment of compensation amount, the accused shall undergo further four weeks of simple imprisonment.<br>Detailed Judgment vide separate sheet.<br><br>District Munsif cum<br>Judicial Magistrate,<br>Pallavaram. | |