IN THE COURT OF DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE, UTHIRAMERUR

Present: **Ms.R.KRITYA, B.A,L.L.B.**,
District Munsif cum Judicial Magistrate, Uthiramerur

On this the 16th day of April 2026

C.C.No. 123 of 2023

Mr. R. Gopi, S/o. Ramadoss,
residing at Papanallur Village,
Maduranthakam Taluk, Chengalpattu District.

… Complainant.

Vs

Mrs. P. Jothi, W/o. Purushothaman,
residing at Papanallur Village,
Maduranthakam Taluk, Chengalpattu District.

… Accused.

Statement as per Rule 106 of the Criminal Rules of Practice, 2019

<table>
<tr><td>1.</td><td>The period of Remand of the Accused</td><td>-</td></tr>
<tr><td>2.</td><td>The date of filing of Complaint/final report in the Court</td><td>Complaint - 04.05.2023</td></tr>
<tr><td>3.</td><td>Date of Committal of the case (Court of Session)</td><td>-NIL-</td></tr>
<tr><td>4.</td><td>Date of Questioning the accused on the charges against him.</td><td>18.08.2023</td></tr>
<tr><td>5.</td><td>Filing of all miscellaneous petitions and their results including the results on challenge before superior Courts except routine petitions like petitions under section 317 of the code.</td><td>-NIL-</td></tr>
<tr><td>6.</td><td>Date of examination in chief and cross examination of a witness</td><td><table>
<tr><th>WITNESS</th><th>CHIEF</th><th>CROSS</th></tr>
<tr><td>PW-1</td><td>30.06.2023</td><td>16.05.2025</td></tr>
<tr><td>PW-1 -Recall</td><td>-</td><td>16.10.2025</td></tr>
<tr><td>DW-1</td><td>11.02.2026</td><td>05.03.2026</td></tr>
</table></td></tr>
<tr><td>7.</td><td>Date of examination of the accused under section 313 of the Code</td><td>07.07.2025</td></tr>
</table>

8.	Details of abscondence of an accused and his appearance/Productions as the case may be: and NBW Pending/recalled	-NIL-
9.	Grant of stay by superior Courts and the results thereof	-NIL-
10.	Details of victim compensation Ordered	-NIL-

This case came up for final disposal on 06.04.2026 before this court in the presence of Mr. K. Shanmugasundaram, Advocate for complainant and Mr. P. Adikesavan, Advocate for Accused and upon perusing available material records and hearing arguments on both sides, and having stood over till this day for consideration, this court delivered the following:

JUDGMENT

1. The complainant has filed this complaint U/s. 200 of Code of Criminal Procedure r/w Section 138 and 142 of the Negotiable Instruments Act, 1881 against the accused alleging that, the accused has committed the offence under section 138 of NI Act and prayed for awarding suitable punishment to the accused according to law and for award of compensation to him.

THE CASE OF THE COMPLAINANT IS AS FOLLOWS:

2. The complainant has stated that the accused borrowed a sum of ₹ 5,00,000/- (Rupees Five Lakhs only) from the complainant for her sons marriage and business expenses and agreed to repay the same at 24% interest and issued postdated cheque (cheque No.000013, City Union Bank, Uthiramerur) on 20-01-2023 for the sum of

Rs.5,00,000/-.The complainant presented the said cheque on 01-03-2023 in his account maintained at Indian bank, Uthiramerur Branch. On 02-03-2023 it was returned unpaid with the endorsement “funds insufficient”. Thereafter, the complainant issued a statutory demand notice dated 31-03-2023, which was duly received by the accused; the accused has issued a false reply notice dated 19-04-2023. Hence, the complainant initiated the present complaint under Section 138 of the Negotiable Instruments Act.

SUBSTANCE OF ACCUSATION:

3. On receipt of the complaint and upon the sworn statement of complainant and affidavit and allied documents, prima facie case made out, cognizance was taken and summon was sent to the accused under section 204 Criminal Procedure Code, 1973. The accused appeared on summons and the copies were furnished to her. When the substance of the accusation was explained to her under section 251 of the Code of Criminal Procedure, 1973, she understood the same and denied it and claimed to be put on trial.

4. **EVIDENCE ADDUCED:**

The complainant examined himself as PW-1 and Ex-P1 to Ex-P4 were marked. The evidence on the complainant's side was closed with PW-1. When the incriminating circumstances were explained to the accused under Section 313(1)(b) of Cr.P.C., the accused denied the same as false evidence. Heard both sides. Perused the materials and documents available on record. The accused examined himself as DW-1 and Ex-R1 and Ex-R2 were marked with that defence side evidence was closed.

5. **The points for consideration are as follows:**

(a) Whether the ingredients of the offence enumerated in section 138 of the Negotiable Instruments Act,1881 have been met?

(b) Whether the facts and circumstances of this case warrants raising of presumption under section 139 of the Negotiable Instruments Act,1881?

(c) Whether the accused has rebutted the said presumption (if raised) in favour of the complainant?

(d) Whether the complainant has proved this case against the accused beyond all reasonable doubts?

ARGUMENTS

6. The counsel for the complainant argued that all the ingredients of the offence under section 138 of Negotiable Instruments Act are satisfied as proved through Ex-P1 the original cheuqe issued by the accused, Ex-P2 the return memo issued by the bank, Ex-P3 the legal notice sent by the complainant, Ex-P4 the acknowledgement card and the documents exhibited on the side of the complainant and prayed for awarding maximum punishment and compensation.

7. On the other hand, the defence counsel argued that the complainant has not established the existence of a legally enforceable debt or liability as on the date of issuance of the cheque and that the statutory presumptions under Sections 118 and 139 of the N.I. Act stands rebutted by the circumstances brought on record during cross-examination. The learned defence counsel therefore prayed that the accused be acquitted of the charge under Section 138 of the N.I. Act.

POINT – A:

8. The complainant has filed this complaint alleging that the accused has committed the offence u/s.138 of the N.I Act. On a reading of the provisions of Section 138 of the NI Act it is clear that the ingredients which are to be satisfied for making out a case under the provision are:

a. The accused should have drawn the cheque from the bank account maintained by him for payment of any amount of money to the complainant.

b. The said cheque should have been drawn for the discharge, in whole or in part, of any debt or other liability.

c. The alleged cheque should have been presented for encashment within a period of three months or before its validity whichever is earlier, from the date on which it was drawn.

d. The cheque should have been returned by the bank unpaid, either because the amount of money standing to the credit of that account is insufficient to honor the cheque or that it exceeds the agreed arrangements made with the drawer account or for any other reason prescribed by law.

e. After the dishonour, the complainant should have made a demand in writing for the payment of the amount mentioned in the cheque, within thirty days of receipt of information by him from the bank regarding the return of the cheque as unpaid.

f. The accused should not have paid the said amount of money within fifteen days of the receipt of the demand notice.

9. The complainant examined himself as PW-1 and deposed that the accused borrowed Rs. 5,00,000/- from him for the her son's marriage and Business expenses and has issued postdated cheque Ex-P1. Further PW-1 deposed that on 01-03-2023 when he presented the above said cheque in his bank account it was returned as stating exceeds arrangement. PW-1 further deposed that the complainant issued a statutory demand notice dated 31-03-2023, which was duly received by the accused. the accused has sent a reply notice dated 19-04-2023. From the above documents the ingredients of section 138 has been met.

POINT – B:

10. It is pointed out that she has borrowed only 3 Lakh rupess and it not for her sons marriage expenses it was borrowed to cure her husband illness and she admitted that she has signed the cheque upon coercion by the complainant. The presentation

of cheque and returned as funds insufficient is not disputed by the accused. Despite the above admissions, the accused disputed the issuance of cheque for legally enforceable debt and raised a contention that the present cheque was obtained from her and multiple other cheques were also obtained from her upon coercion and she has signed the cheques.

11. The Hon'ble supreme court in ***Rangappa Vs. Sri Mohan, 2010 (3) Crimes 40 (SC)***, held that,

“when the signature is admitted by the accused, then the presumption can be drawn infavour of the complainant including the legally enforceable debt and such presumption will be a rebuttable nature”.

12. In the present case also, the accused admitted the signature contained in the cheque in question and never disputed the signature in the cheque and therefore, this court inclines to draw the initial statutory presumption in favour of the complainant and 1st point for determination is decided in favour of the complainant. When the initial presumption is available in favour of the complainant, it is the duty cast upon the accused to rebut the presumption available in favour of the complainant.

13. It is a well settled legal position that the presumption u/s.118 and 139 N.I.Act is a rebuttable presumption and the burden lies on the accused to prove that he had no liability on the date of issue of the cheque. It is also a settled principle of law that to bring home an offence under any of the penal provisions, it is essential to prove the case beyond reasonable doubt and the ingredients of the offence should be satisfied.

Presumptions u/s 118 and 139 of N.I.Act are rebuttable presumptions. The pre-condition to claim the statutory presumption is to prove the execution of instrument. Here the case in hand, the existence of liability is proved, since the complainant through his evidence and documents co-related to the transactions and the execution of cheque. Further, the depositions given by the complainant is cogent and there is no dispute or any rebuttable presumptions drawn from the complainant side.

POINT- C :

14. To rebut the presumption, it is open for the Accused to rely on evidence led by him or accused can also rely on the materials submitted by the complainant in order to raise a probable defence. Hence, it is imperative to look into is Whether the accused raised the probable defence against the case of the Complainant.

15. The first and foremost defence on behalf of the accused is that she had borrowed only a sum of ₹ 3,00,000 from the complainant and that too not for the marriage expenses of her son, but for meeting the medical expenses of her ailing husband. The second limb of the defence is that the disputed cheque, Ex-P1, was not voluntarily issued towards any legally enforceable debt but that her signature on the cheque was obtained by the complainant under coercion and that the remaining particulars in the cheque were subsequently filled up by the complainant. In order to probabilise these defences, the learned counsel for the accused, during the cross-examination of PW-1, suggested that PW-1 was aware that the son of the accused had already eloped and got married and, therefore, there was no occasion or

necessity for the accused to borrow money for the purpose of his marriage. PW-1 has categorically denied this suggestion. Even assuming for a moment, in favour of the accused, that PW-1 had admitted knowledge of the marriage of the accused's son, such an admission would only cast a doubt regarding the exact purpose for which the loan was availed, but it would not, by itself, dislodge the presumption as to the existence of a legally enforceable debt or liability once the issuance and signature on Ex.P1 are admitted.

16. The defence further suggested to PW-1 that the accused had merely signed on a blank cheque leaf, and that all other particulars in Ex-P1 including the name of the payee, date and amount were filled up by the complainant without the authority or consent of the accused. This suggestion also stands specifically denied by PW-1. The cross-examination of PW-1 does not bring out any material contradiction or inconsistency which would probabilise the defence version of coercion or unauthorised filling up of a blank cheque. On the contrary, PW-1 has maintained a consistent and cogent version regarding the advancement of the loan and the issuance of Ex-P1 towards its discharge, and nothing substantial has been elicited from his cross-examination to weaken the statutory presumption available to him under Sections 118 and 139 of the N.I. Act. Therefore, from the evidence of PW-1, this Court finds that the accused has failed, at the stage of cross-examination itself, to raise a probable defence so as to shift the onus back to the complainant.

17. To substantiate these defences, the accused examined herself as DW-1. DW-1 admitted her signature on Ex-P1 and that the cheque was returned unpaid by the bank upon presentation. She further deposed that the account from which the cheque was issued never had sufficient funds, a fact known to her at the time of issuance. Ex.R1, a legal notice issued by the accused's son to the complainant's counsel, was marked, though PW1 stated it was irrelevant to the transaction. D.W.1 reiterated borrowing only ₹3 lakhs, repaying ₹1 lakh, and owing only ₹2 lakhs. She alleged multiple cheques were signed under coercion by the complainant as mentioned in Ex-P4, but no legal action was pursued against him.

18. However, the defence has failed to discharge its burden. No independent evidence corroborates the claim of coercion, such as a complaint under Section 506 IPC or other proceedings against the complainant for criminal intimidation. Ex-R1 pertains to a collateral matter and does not address the cheque transaction. DW-1's testimony that she issued a cheque from a knowingly deficient account, without sufficient funds, is inherently self-contradictory and improbable for a prudent person—it undermines the coercion plea while admitting knowledge of insufficiency, which attracts liability under Section 138 N.I. Act. The alleged partial repayment lacks corroboration. These averments remain bald, unsupported assertions, creating doubt on the defence case.

19. In the considered view of this Court, the accused has not raised a probable defence. The presumption under Section 139 stands unrebutted.

Point No.4:

20. Upon analyzing the complainant’s case, it is evident that it stands substantiated through both oral and documentary evidence. The complainant, having examined himself as PW-1, has clearly narrated the chain of events and produced the cheque Ex-P1 as documentary proof. He further deposed regarding its issuance by the accused, its presentation for collection, subsequent dishonour, issuance of statutory notice, and the failure of the accused to comply. His evidence finds corroboration from other documentary exhibits, namely Ex-P2 to Ex-P4.

21. As observed under Point No. 3, since the accused has not discharged the burden of rebutting the presumption, there is no necessity for the complainant to adduce additional evidence in support of his case. Consequently, as held under Point No. I, all the essential ingredients of Section 138 of the Negotiable Instruments Act stand fulfilled. Further, in light of the discussion under Point No.2, the presumption under Section 139 of the Act was rightly drawn against the accused, which remained unrebutted as discussed in Point No.3.

22. In view of the above findings, this Court is of the firm opinion that the complainant has established his case beyond reasonable doubt. Accordingly, this point is answered in favour of the complainant.

DECISION :

23. Having considered the entire evidence, documents and the submissions made by the both counsels, this court came to a conclusion that the complainant has proved beyond reasonable doubt that the accused is guilty for an offence under section 138 N.I. Act, 1881 for the dishonour of Cheque bearing No: 000013, dated 20.01.2023 for Rs.5,00,000/- (Rupees Five lakhs) drawn by the accused in favour of the complainant.

SENTENCE:

24. On convicting the accused, he was heard on the sentence. The accused claimed to be the sole bread winner of the family and pleaded for a lesser sentence. In result, considering the facts and circumstances of the case and plea of the accused, this Court sentences the accused **Jothi W/o. Purushothaman to undergo simple imprisonment for 6 months for the offence under section 138 Negotiable Instruments Act, 1881 on conviction as per section 255(2) of Cr.P.C and is directed to pay a compensation of Rs.5,00,000/- (Rupees five lakhs) i.e., the amount due upon the cheque, to the complainant U/s. 357(3) of Cr.P.C within a period of two month from today.**

25. **In default to pay the aforesaid compensation amount, the accused is directed to undergo further simple imprisonment for a period of three months.**

26. No property was produced on both sides. Hence no order relating to property is made under section 452 of Criminal procedure code, 1973.

This judgment was directly typed by me in my official laptop and after correcting the typographical errors, pronounced by me in the open Court on this 16th day of April 2026.

R KRITYA

DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE
Digitally signed by R KRITYA
Location: UTHIRAMERUR
Date: 2026.04.16 17:09:07 +0530

District Munsif Cum Judicial Magistrate,
Uthiramerur.

Note:

i. No witness was retained more than three times.

List of Complainant side witnesses:

P.W.1	..	Gopi

List of Complainant side exhibits:-

Ex.P1	..	Bank Cheque (No.000013)
Ex.P2	..	Return Memo
Ex.P3	..	Advocate Legal Notice
Ex.P4	..	Reply Notice

List of Accused side witnesses:

D.W.1	..	Jothi

List of Accused side exhibits:-

Ex.D1	..	Reply notice given by Accused son
Ex.D2	..	Complaint Copy

R KRITYA

DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE
Digitally signed by R KRITYA
Location: UTHIRAMERUR
Date: 2026.04.16 17:09:16 +0530

District Munsif Cum Judicial Magistrate,
Uthiramerur.