IN THE COURT OF THE DISTRICT AND SESSIONS JUDGE, KARUR

PRESENT:- THIRU K.H.ELAVAZHAGAN, B.Sc., M.L.,

DISTRICT AND SESSIONS JUDGE.

Wednesday, the 10th day of June 2026

CRIMINAL APPEAL No.134/2025

[CNR.No:TNKR-01-001199-2025]

From what Court the appeal is preferred	:	Fast Track Court Judicial Magistrate (At Magistrate Level), Karur.
Number of the case in that Court	:	S.T.C.No.328/2019
Name and Description of the appellant	:	S. Jeganathan, S/o. Sadayan, New No.17A/2 Ulagathevar, 2nd Street, Cumbum, Uthamapalayam Taluk, Theni District - 625 516.
Name of the complainant	:	M/s. Umayaal Enterprises, Rep by its Managing Partner, R. Prabakaran, S/o. Rathinam, 253-B, 2nd Floor, Jawahar Bazzar, Karur – 639 001.
The sentence and law under which it was imposed in the lower court	:	The accused is convicted and sentenced to undergo one year simple imprisonment and directed to pay compensation of Rs.5,00,000/- to the complainant u/s.357(3) of Cr.P.C, within a period of one month, failing which he shall undergo simple imprisonment for one month.
Whether confirmed, modified or reversed and if modified modification	:	**In the result, the criminal appeal is dismissed and the judgment of conviction and sentence passed by the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur in S.T.C.No.328/2019 dated**

		12.02.2025 is confirmed. The learned Judicial Magistrate is directed to secure the accused and to proceed in accordance with law.
Date of filing	:	05.04.2025
Date of notice issued by that court to appear	:	05.06.2025
Date of bail bond if the appellant has been let out on bail	:	----
Date of the appellant ordered to appear	:	02.07.2025
Date of hearing	:	08.06.2026
Date of Judgment/Order	:	10.06.2026

This criminal appeal is coming on 08.06.2026 for final hearing before me in the presence of Thiru. K. Saravanan, Advocate for the appellant/accused and of Thiru. N. Prakash, Advocate for the Respondent/Complainant and on hearing the arguments of both sides and upon perusing the judgment of the trial Court and the case records and having stood over till this day for consideration, this Court delivered the following:

JUDGMENT:-

The criminal appeal is filed u/s.374(3) of Cr.P.C against the judgment of conviction and sentence passed by the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur in S.T.C.No.328/2019 dated 12.02.2025 and to set aside the same.

2) The case was registered against the accused u/s.138 of N.I.Act and after the trial, the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur S.T.C.No.328/2019 dated 12.02.2025 has found guilty against the accused u/s.138 of N.I.Act and convicted and sentenced to undergo one year simple imprisonment and directed to pay compensation of Rs.5,00,000/- to the complainant u/s.357(3) of

Cr.P.C, within a period of one month, failing which he shall undergo simple imprisonment for one month

3) The respondent is the complainant before the trial Court. He has preferred a complaint for the offence u/s 138 of Negotiable Instruments Act. The complainant is a registered partnership firm doing business in money lending and other incidental business. Further, R. Prabakaran is the Managing partner of the complainant firm and is authorized by the complainant firm to conduct prosecution vide Partnership Deed dated 01.10.2012. Further, having long acquaintance with the complainant, on 13.12.2011, the accused has borrowed a sum of Rs.5,00,000/- from the complainant for his urgent family expenses by mortgaging his property and executed a registered simple mortgage deed dated 13.12.2011 in favour of the complainant agreeing to repay the same with interest at the rate of Rs.2.00/- per hundred per month. Further, the accused had paid interest upto 13.03.2017 and thereafter the accused did not pay any amount either towards principal or interest so far. After several demands, on 23.05.2019, the accused has issued a post dated cheque dated 24.05.2019 bearing registration No.039477 for a sum of Rs.5,00,000/- drawn on Union Bank of India, Uthamapuram Branch in favour of the complainant.

3(3) Further, the complainant has presented the cheque for collection on 24.05.2019 through his banker City Union Bank limited, Karur Branch. Further, the said cheque was returned as “Funds Insufficient” on 27.05.2019. On 24.06.2019, the complainant caused issuance of legal notice to the accused calling upon him to repay the cheque amount and the same was received by the accused on 28.06.2019. In spite of the statutory notice, the accused has not chosen to pay the amount due under the dishonoured cheque within the stipulated period. Further, the appellant/accused has issued the reply notice on 10.07.2019. Therefore, the complainant has filed a complaint against the accused and the complaint has been filed within the limitation period.

3(4) Furthermore, the accused has also borrowed from the complainant’s sister concern namely Sri Balamurugan Auto Finances and issued cheque to discharge the debt and as in the same the said cheque got dishonoured and separate proceedings is initiated for the same.

4) The Trial Court took cognizance of the complaint filed by the complainant and after complying with all the formalities under Section 207 of Cr.P.C., he was questioned about the commission of offence u/s 138 of Negotiable Instruments Act. But, the accused denied the same. Therefore, the accused was put on trial.

5) Before the trial Court, on the side of the complainant, the complainant examined himself as P.W.1 and Ex.P1 to Ex.P18 were marked whereas, On the side of the accused, the accused was examined as DW1 and Ex.D1 to Ex.D4 were marked.

6) On consideration of both side evidence and documents, and other materials on record, the learned trial Magistrate arrived conclusion that, the accused committed offence u/s.138 of NI Act and convicted and sentenced to undergo one year simple imprisonment and directed to pay compensation of Rs.5,00,000/- to the complainant u/s.357(3) of Cr.P.C, within a period of one month, failing which he shall undergo simple imprisonment for one month

7) Having been aggrieved against the judgment of conviction and sentence, passed by the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur S.T.C.No.328/2019 dated 12.02.2025, the accused has preferred this appeal on the following grounds:

i) The Judgment of the trial Court is against law, weight of evidence and probabilities of the case.

ii) The trial court has committed grave error in convicting the appellant/accused for alleged offence under section 138 of NI Act.

iii) The trial court has convicted the appellant based on only wrong presumption surmise and conjectures which are not relevant to the circumstances of the case. Further, the conviction and sentence passed by the trial court is bad in law and improper in that are based on erroneous hypothesis and assumptions not warranted by the legal materials on the record.

iv) The trial court has failed to notice that the transaction between the complainant and the accused is mortgage loan transaction happened in the year 2011 even as per the complaint. The complainant himself admitted that the accused executed the registered mortgage deed to his favour. The case of the complainant that the accused has paid the interest upto March 2017. When such is the case, the complainant did not wait for two years period to get the cheque from the accused and file the complaint, the complainant very well initiate the suit for recovery of money based on the martgage deed, without doing the same, the complainant herein misused the cheque which was given as security to the loan transaction and filed the frivolous case against the accused, these aspect were not at all considered by the trial court.

v) The trial court did not read the evidence of the PW1 as a whole and it picked solitary sentences to fasten the liability of this appellant.

vi) It is humbly submitted that, the trial court has failed to notice the admission given by the PW1 that h e himself categorically admitted that he has received the interest by way of cash and bank transaction, when such is the case, the cheque in question is not issued for the legal transaction it is given for the security to the mortgage loan amount.

vii) It is humbly submitted that the trial court ought to have come to the conclusion that the appellant/accused is not having any legally enforceable debt or liability to discharge. Further, debt the cheque in dispute has not issued to discharge the debt or other liability of the respondent/complainant.

viii) The trial court has committed wrong presumption regarding the other liability towards the accused and failed to draw that the cheque in dispute has not been issued by the accuse to discharge the debt or other liabilities to the respondent/complainant.

ix) It is submitted that the trial court has erred in placing the burden of establishing the innocence in the appellant/accused and failed to note that the respondent/complainant has not proved its case beyond all reasonable doubt. Further, the trial court has failed to consider that the appellant/accused has proved the contrary that the cheque was not issued by him to discharge to debt are other liability.

x) Therefore, he prays to allow the appeal on the grounds raised herein and to set aside the conviction and sentence passed by the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur S.T.C.No.328/2019 dated 12.02.2025.

8. On consideration of the complaint, evidence and other materials on record, the point arise for determination is are as follows:-

1 Whether the respondent/complainant fulfilled the statutory need for lodging the complaint against the accused as contemplated u/s 138 of N.I. Act ?

2 Whether the appellant/accused has rebutted the presumption under 114 of Evidence Act and u/s 118 and u/s 139 of N.I. Act?

3 Whether the appellant has signed the cheque?

4 Whether the appeal can be allowed?

9. Answering for Point 1 :

The Section 138 N.I Act contemplates as follows:-

The cheque has been presented to the bank within a period of six months from the date on which it was drawn or within the period of its validity, whichever is earlier.

The Payee or the holder in due course of the cheque, as the case may be, makes a demand for the payment of the said amount of money by giving a notice in writing, to the drawer of the cheque, within thirty days of the receipt of information by him from the bank regarding the return of the cheque as unpaid, and the drawer of such cheque failed to make the payment of the said amount of money to the payee or, as the case may be, to the holder in due course of the cheque, within fifteen days of the receipt of the said notice.

The following table goes to show the various dates from the date of issuance of cheque and till the date of complaint to prove the legal requirements as stated above.

Dt.of cheque	Dt.when presented for collection u/s 138 (a) of NI Act	Dt of returned memo and reason for returned cheque.	Dt. when issued legal notice to the accused	Dt.when the accused get receipt of notice and Reply notice to the complainant	Dt when the expiry of 15 days of receipt of notice as per Sec 138 (c) NI Act.	Dt when the cognizance of offence made u/s 142(b) of NI Act.
24.05.2019	24.05.2019	Funds Insufficient on 27.05.2019	24.06.2019	Received on 28.06.2019 Reply notice was issued by the accused on 10.07.2019.	25.08.2019	09.08.2019

9(1) In this case on hand, the accused had given a post cheque bearing registration No.039477 dated 24.05.2019 for Rs.5,00,000/- drawn on Union Bank of India, Uthamapuram branch in favour of the complainant to discharge the above said liability accused issued a post dated cheque to the complainant. The cheque was presented for collection on 24.05.2019. It was returned as Funds Insufficient on 27.05.2019. Then he issued legal notice to the accused on 24.06.2019 to pay the amount within 15 days from the date of receipt of the notice. The legal notice was received by the accused on 28.06.2019. The Reply notice was issued by the accused on 10.07.2019. Then the Complainant had filed the present case on 09.08.2019. The statutory demand notice was given within 30 days, after expiry of 15 days from the date of receipt of notice, the present case was filed within 30 days. Therefore, the statutory need for lodging complaint against the accused is fulfilled by the complainant u/s.138 of NI Act. So, there is no legal infirmity in the present case. I answered to this Point No.1 accordingly.

Answering for Points 2 and 3

The appellant herein has filed the appeal against the judgment in S.T.C.No.328/2019 dated 12.02.2025, on the file of the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur.

For the convenience the parties nomenclature as used as before the trial court.

The complainant examined himself as P.W.1 and Ex.P1 to Ex.P18 were marked whereas, On the side of the accused, the accused was examined as DW1 and Ex.D1 to Ex.D4 were marked

The document Ex.P.1 goes to shows that the Notarized copy of the Firm Registration Certificate dated 25.07.2008. Ex.P2 goes to shows that the Notarized copy of the Partnership deed of the complainant firm dated 01.10.2012. Ex.P3 goes to shows that the Notarized copy of the mortgage deed executed by the accused in favour of the complainant firm dated 13.12.2011. Ex.P4 goes to shows that the Original cheque drawn on Union Bank of India, Uthamapuram Branch, bearing registration No.039477 for a sum of Rs.5,00,000/- dated 24.05.2019. Ex.P.5 goes to shows that the return memorandum dated 27.05.2019. Ex.P.6 goes to shows that the office copy of the statutory notice sent to the accused dated 24.06.2019. Ex.P.7 goes to shows that the served acknowledgment Card dated 28.06.2019. Ex.P.8 goes to shows that the reply notice issued by the counsel for the accused dated 10.07.2019. Ex.P.9 goes to shows that the ledger account of the complainant firm from the year 2011 to 2012. Ex.P.10 goes to shows that the ledger account of the complainant firm from the year 2012 to 2013. Ex.P.11 goes to shows that the ledger account of the complainant firm from the year 2013 to 2014. Ex.P.12 goes to shows that the ledger account of the complainant firm from the year 2014 to 2015. Ex.P.13 goes to shows that the ledger account of the complainant firm from the year 2015 to 2016. Ex.P.14 goes to shows that the ledger account of the complainant firm from the year 2016 to 2017. Ex.P.15 goes to shows that the ledger account of the complainant firm from the year 2017 to 2018. Ex.P.16 goes to shows that the ledger account of the complainant firm from the year 2018 to 2019. Ex.P.17 goes to shows that the ledger account of the complainant firm from the year 2018 to 2019. Ex.P.18 goes to shows that the H.P. Receipt issused by Sri Balamurugan Auto Finance. Furthermore, Section 139 of the Negotiable Instrument Act and Section 118 of the Evidence Act, goes that presumption is in favour of the holder in cheque.

9(2) Section 139 reads as follows:

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, or any debt or other liability.

From the above, it is clear that it is presumed that unless contrary is proved the holder of a cheque received for the discharge of liability.

9(3) After going through the materials available on records, it has seen that the appellant/accused has not denied his signature in the Ex.P4 cheque. It is seen that the appellant/accused has not disputed in Ex.P4 is the cheque leaf which supplied by the bank to the appellant/accused in respect of the account he was maintaining with the banker, namely Union Bank of India, Uthamapuram Branch. Therefore, it is also not in dispute that the signature found therein is that of the appellant/accused but he denied the claim of the respondent/complainant. Hence, the appellant/accused has failed to discharge his burden of proof to rebut the presumption under section 139 of the NI Act.

9(4) The defense of the accused is that on 13.12.2011 he has borrowed a sum of Rs.5,00,000/- to the complainant's firm under Ex.P3 mortgage deed and on the same day itself, the complainant obtained signed unfilled two pronotes and two cheques. Furthermore, the appellant/accused has stated that he has paid the interest and also paid half of the principal amount of Rs.2,00,000/- through one Saravanan and further he stated that the complainant again obtained few pro notes and cheques by stating that the signatures in the earlier pro notes and cheques were got erased. Further, he has stated that he has paid the interest in the account of the complainant's firm and also in the account of Sri Balamurugan Finance. Thereafter, the appellant/accused has enquired the complainant to calculate the outstanding amount and at the time he has filed the present case.

9(5) Upon perusal of the reply notice Ex.P8 dated 10.07.2019, which goes to shows that the appellant/accused has admitted the borrowal of Rs.5,00,000/- from the complainant's firm but he has denied the contention of the respondent/complainant that he did not pay any amount towards principal.

10. On the side of the accused, the accused was examined as DW1 and Ex.D1 to Ex.D4 were marked

The document Ex.D.1 goes to shows that the bank deposit chalans counterfoil of four series. Ex.D.2 goes to shows that the receipt of eight series issued by the complainant's firm. Ex.D.3 goes to shows that the receipt of eight series issued by Sri Balamurugan Auto finances. Ex.D.4 goes to shows that ATM receipts for deposits.

10(1) Further, upon perusal of the defense side documents Ex.D1 to Ex.D4, it reveals that the appellant/accused has paid interest to the respondent/complainant and also to the Sri Balamurugan auto finance firms during the year 2012 to 2014. Therefore, it is clearly proved that the accused has obtained loan not only to the respondent/complainant but also in the Sri Balamurugan Auto Finance. Here, the contention of the appellant/accused is that there is only one loan but the same is not proved since it reveals from the Ex.D3 series receipts issued for L.No 43 and hence documents of the appellant/accused is not supported to his claim. Hence, the appellant/accused has failed to shows that he has paid the part about of the principal amount i.e., Rs.2,00,000/- through one Saravanan.

10(2) Furthermore, it reveals from the Ex.P9 to Ex.P17 from the year 2011 to 2019, it reveals that the loan of Rs.5,00,000/- is outstanding in the name of the appellant/accused. Furthermore, there is no document would goes to shows that he has paid a part amount i.e, Rs.2,00,000/- through one Saravanan. Therefore, the appellant/accused has failed to prove that he has discharged the loan amount neither principal not part of it and hence, the contention raised by the appellant/accused is untenable one.

10(3) Further, the respondent/complainant has issued receipts only for the interest amount but here the contention of the accused is that all the payment was made towards principal and interest. But, the appellant/accused has not questioned about the issuance of receipts mentioning payment of interest for all these years since from 2012. Therefore, it reveals from the records that the appellant/accused has paid only interest not the principal amount to the respondent/complainant's firm. Hence, the contention of the appellant/accused that he had paid payment towards principal and interest is unsustainable one.

11. Therefore, upon perusal of the records, which goes to shows that the appellant/accused has admitted his signature in the Ex.P4 cheque and hence existence of legally enforceable debt towards the complainant's firm by the accused is proved satisfactorily. Hence, the appellant/accused has issued Ex.P4 cheque towards unsettled liability which arose under Ex.P3 Mortgage deed executed by him after the borrowal of Rs.5,00,000/- from the complainant's firm.

12. Furthermore, the appellant/accused has not filed any formal complaint as against the respondent/complainant for the misusage of cheque. Furthermore, the appellant/accused has not sent any letter to the bank officials to stop the payment. Even more, at the time of incriminating circumstances appearing in the evidence of the complainant were put to the appellant/accused as per the section 313(1)(b) of Cr.P.C., the appellant/accused has not raised any question or denied the claim of the respondent/complainant by setting out his defense but he has simply

stated that he has not issued the cheque. Therefore, appellant/accused has failed to rebut the presumption to shift onus on to the respondent/complainant. Hence, the defense of the accused is unbelievable.

13. Therefore, the appellant/accused has failed to probabilise his defence. Even at the time of 313 questioning, he has not raised his contention, he has simply denied the claim of the respondent/complainant. Hence, the appellant/accused has failed to rebut the presumption to shift onus on to the respondent/complainant.

13(1). As per the section 139 of NI Act, 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 or any debt or other liability. When it has been accepted, endorsed, negotiated or transferred was accepted, endorsed, negotiated or transferred for consideration. Once the issuance of cheque is established by admission of the appellant/accused or by evidence the presumptions under section 139 of the Act arise in favour of the complainant.

14. In this regard, I remind the principles laid down in Authority, 2010(4) CTC page 118 S.C in the case Rangappa Vs Sri Mohan, the relelvant portion para 14 to 15, is runs as, Negotiable Instruments Act, 1881 (26 of 1881), Sections 138 &139. The Honourable Apex Court has held that the presumption under Section 139, includes existence of a legally enforceable debt or liability. When an accused has to rebut Presumption under Section 139, standard of proof for doing so, is that of preponderance of probabilities. The Complaint discloses existence of a legally enforceable debt and accused admitted his signature in cheque, then the Statutory presumption comes into play and same has not been rebutted.

15. It is seen that in this case, it is established that the signature in the Ex.P.4 is that of the signature of the accused only and the same was also not denied by the appellant/accused. As already stated and also by the principles,

laid down by the Lordship, presumption u/s.139 of N.I Act can be taken into consideration and it is for the accused to place the materials to rebut the presumption. The law is well settled that the accused can also rely upon the circumstances and materials placed by the complainant to rebut the presumption.

16. With this background I have perused the evidence, documents and materials produced by both parties, it is seen that, I have found no materials or circumstances, placed before me to believe the version of the appellant/ accused.

16(2) The Sec 20 of Negotiable Instrument Act reads as below:

"Inchoate stamped instruments- Where one person signs and delivers to another a paper stamped in accordance with the law relating to negotiable Instrument then in force in"(India), and either wholly blank or having written thereon an incomplete negotiable instrument, he thereby gives prima facie authority to the holder thereof to make or complete, as the case may be, upon it a negotiable instrument, for any amount specified therein and not exceeding the amount covered by the stamp. The per- son so signing shall be liable upon such instrument, in the capacity in which he signed the same, to any holder in due course for such amount. Provided that no person other than a holder in due course shall recover from the person delivering the instrument any- thing in excess of the amount intended by him to be paid there under."

16(3) In the decision reported in 2008 (1 CTC 491) at page 494, it has been held that though section 20 of the Negotiable Instruments Act does not appear to cover a case of a blank cheque, there is no specific bar in the Act for a cheque to be filled up by any person other than the drawer. The payee or holder in due course, has authority to fill up the blanks is the cheque and such instrument is valid in law.

16(4) "Under section 20 of the Negotiable Instruments Act, a person who signed a blank stamped paper relating to a negotiable instrument is made liable upon such instrument in the capacity in which he signed it to any holder in due course."

"The instrument may be wholly blank or incomplete in any particular, in either case, the holder has the authority to make or complete the instrument as a negotiable one."

"Bills and notes are often executed with the name of the payee left in blank to be afterwards filled by actual holder, the object being to enable the owner to pass it off to another without incurring the responsibility as an indorser and any bonafide holder for value may fill it up, with his own name and sue upon it."

While so, as discussed above, in the EXP 1 cheque herein the name of the complainant only shown as payee.

Even if it is taken for consideration that the accused herein has executed the EXP1 cheque herein with the names of the payee left in blank to be afterwards filled, then it enables the bonafide holder for value to fill it up, and the person who signed a blank cheque i.c.the accused is made liable upon such instrument in the capacity in which he signed it to any holder in due course, as per sec.20 of Negotiable Instruments Act, as discussed above.

In the decision reported in 2012 (2) MWN (Cr.) (DCC) 33 (SC), the division bench of our Hon'ble apex court in para 18 held as below:

"We may also refer to the Judgment delivered by this court in the case, ICDS ltd., V.Beena Shabeer and Anr.2002 (2) MWN (Cr.) DCC 68 (SC). In the said judgment this court has referred to the nature of liability which is incurred by the one who is a drawer of the cheque. If the cheque is given towards any liability or debt which might have been incurred even by someone else, the person who is a drawer of the cheque can be made liable under section 138 of the Act.

16(5) However, in this case, it is not in dispute that Ex.P.4 is the cheque supplied by the bank to the appellant/accused in respect of the account maintained with its banker and the signature therein is that of the accused. Further, I am having cursory reading of the judgment of the trial court, it is seen that the trial court very clearly discussed the fact that the accused has not been adduced sufficient evidence to prove that the cheque was not issued for any consideration and it was forged and misused.

16(6) But, in this regard, it is established in many cases as, it is for the accused to explain his case and defend it once the fact of cheque bouncing is prima facie established. The burden is on his to disprove the allegations once a prima facie case is made out by the complainant. Therefore, the accused has failed to rebut the presumption operating against him. Hence, I hold that the appellant has committed the offence u/s 138 Negotiable Instrument Act.

17. Here, I remind the principles laid down in the judgment of Honourable Supreme Court of India in *Tedhi Singh Vs Narayan Dass Mahant in Criminal Appeal No.362 of 2022*, which held that the trial court and the first Appellate Court have noted that in the case under Section 138 of the NI Act the complainant need not show in the first instance that he had the capacity. The proceedings under Section 138 of the NI Act is not a civil suite. At the time, when the complainant gives his evidence, unless a case is set up in the reply notice to the statutory notice sent, that the complainant did not have wherewithal, it cannot be expected of the complainant to initially lead evidence to show that he had the financial capacity.

18. I have perused, the evidences and documents and the materials on record. It is seen that, the accused during 313 questioning, replies as, simply denied the issuance of the cheque and false case has been foisted against him. Further, it is seen that, the complainant, issued notice, but the accused, has evaded the same. The bare denial of the passing of the consideration apparently does not appear to be any defence. Something which is probable has to be

brought on record for getting the benefit of shifting the onus of proving to the complainant. That by itself proved the fact, that the accused has to owe some amount to the complainant and he was being in debt with the complainant and further, the accused had failed to prove in what way, the cheque of the accused gone into the hands of the complainant by way his evidences and documents.

18(1). Hence, I hold that the appellant herein has not adduced any valid documents as to rebut the presumption. The appellant/accused has failed to probablise his defense that he discharged the principal amount towards the complainant's firm. Hence, I hold that the appellant has committed the offence u/s 138 Negotiable Instrument Act.

19. The appellant/accused has to pay the amount within the statutory period that is within 30 days from the date of issuance of notice. The legal notice Ex.P6 dated 24.06.2019. Therefore, upon careful scrutiny of entire matters placed on record, the respondent/complainant has proved the guilt of the appellant/accused for the offence under section 138 of NI Act beyond reasonable doubt.

20. Therefore, the trial Court has rightly come to the conclusion that the accused has committed the offence. The appellant/accused has failed to discharge his onus of proof. The compensation awarded by the trial Court is also not excessive. Therefore, this Court do not find any reason to interfere with the findings given by the trial Court and the sentence awarded against the accused. Hence, there is no merits in the appeal and appeal is deserves to be dismissed. Accordingly, this appeal is dismissed.

Hence, I hold that the appellant herein has not adduced any evidence as to rebut the presumption. Hence, I hold that the appellant has committed the offence u/s 138 Negotiable Instrument Act.

Therefore, the respondent/complainant has proved the guilt of the appellant/accused for the offence under section 138 of NI Act beyond reasonable doubt.

21. Therefore, the trial Court has rightly come to the conclusion that the accused has committed the offence. The compensation awarded by the trial Court is also not excessive. Therefore, this Court do not find any reason to interfere with the findings given by the trial Court and the sentence awarded against the accused. Hence, there is no merits in the appeal and appeal deserves to be dismissed. Accordingly, this appeal is dismissed.

22. Answering point No 4 :-

Hence, this court is inclined to dismissed this appeal, by confirming of conviction passed by the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur S.T.C.No.328/2019 dated 12.02.2025.

Taking into consideration of all the materials on record, I am of the view that there is no materials placed before this court to prove the contention of the appellant/accused. This court also perused the judgment of the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur S.T.C.No.328/2019 dated 12.02.2025.

In the result, the criminal appeal is dismissed and the judgment of conviction and sentence passed by the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur in S.T.C.No.328/2019 dated 12.02.2025 is confirmed. The learned Judicial Magistrate is directed to secure the accused and to proceed in accordance with law.

Dictated to the steno-typist, typed by her directly on computer, corrected and pronounced by me in the open court on this the 10th day of June 2026.

ELAVAZHAGAN

Digitally signed by ELAVAZHAGAN
Date: 2026.06.11 11:45:49 +0530

DISTRICT AND SESSIONS JUDGE,
KARUR.