IN THE COURT OF THE DISTRICT AND SESSIONS JUDGE, KARUR
PRESENT:- THIRU K.H.ELAVAZHAGAN, B.Sc., M.L.,
DISTRICT AND SESSIONS JUDGE.

Friday, the 05th day of June 2026

<u>CRIMINAL APPEAL No.143/2025</u>

[CNR.No:TNKR-01-001764-2025]

From what Court the appeal is preferred	:	The Judicial Magistrate No.II, Karur.
Number of the case in that Court	:	S.T.C.No.2281/2023
Name and Description of the appellant	:	K. Arulmozhi S/o.Karunanidhi, Driver, Tamilnadu Co-Operative, Joint Registrar Office, Karur. And also No.2/5, Sekar Malikai, NGGO Colony, Thanthonimalai, Karur.
Name of the complainant	:	A. Palanisamy, S/o.Arunachalampillai, Ilayaperumalpati, Keelachakarakottai via, Thennilai Village, Kadavur Taluk, Karur District.
The sentence and law under which it was imposed in the lower court	:	The accused is convicted and sentenced to undergo two years simple imprisonment and directed to pay a sum of Rs.10,00,000/- twice the amount of the cheques as compensation to the complainant u/s.357(3) of Cr.P.C, within three months, in default of payment of which to undergo simple imprisonment for a period of another three months for the offence u/s.138 of NI Act.
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 learned Judicial Magistrate No.II, Karur in**

		S.T.C.No.2281/2023 dated 12.05.2025 is confirmed. The learned Judicial Magistrate is directed to secure the accused and to proceed in accordance with law.
Date of filing	:	06.06.2025
Date of notice issued by that court to appear	:	10.06.2025
Date of bail bond if the appellant has been let out on bail	:	-----
Date of the appellant ordered to appear	:	-----
Date of hearing	:	02.06.2026
Date of Judgment/Order	:	05.06.2026

This criminal appeal is coming on 02.06.2026 for final hearing before me in the presence of Thiru. R. Gobinath, Advocate for the appellant/accused and of Thiru. R. Kiruba, 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/ 415(3) of BNSS Act 2023 against the judgment of conviction and sentence passed by the learned Judicial Magistrate No.II, Karur in S.T.C.No.2281/2023 dated 12.05.2025 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 learned Judicial Magistrate No.II, Karur in S.T.C.No.2281/2023 dated 12.05.2025 has found guilty against the accused u/s.138 of N.I.Act and he was convicted and sentenced to undergo two years simple imprisonment and directed to pay a sum of Rs.10,00,000/- twice the amount of the cheques as compensation to the complainant u/s.357(3) of Cr.P.C, within three months, in default of payment of which to undergo simple imprisonment for a period of another three months.

3(1) The respondent is the complainant before the trial Court. He has preferred a private complaint u/s 200 of Cr.P.C. for the offence u/s 138 of Negotiable Instruments Act. According to the complainant, the accused is well known to the complainant and based on such acquaintance, on 30.12.2018, the accused has borrowed a sum of Rs.5,00,000/- from the complainant as hand loan. Further, the accused has also agreed for the said amount for the monthly interest of Rs.1.00/- per hundred per month. However, the accused has also paid the interest till 30.11.2019. Thereafter, the accused has failed to repay the amount. Due to urgency of the complainant, the complainant has asked the accused to repay the amount immediately. Thereafter, the accused had issued a two post dated cheques dated 30.12.2019 bearing No.000011 drawn on Lakshmi Vilas Bank, Gandhigramam Branch for a sum of Rs.4,00,000/- and another cheque dated 30.12.2019 bearing No.000017 drawn on Lakshmi Vilas Bank, Gandhigramam Branch for a sum of Rs.1,00,000/- towards discharge of the above said loan amount.

3(2) On 08.01.2020, the complainant has presented the both cheques for collection through his banker State Bank of India, Gandhigramam Branch. But the same was returned as “Funds Insufficient” and the same was intimated to the complainant with memo on the same day. Thereafter, on 18.01.2020, the complainant has issued a legal notice to the accused calling upon her to repay the cheque amount. The accused has received the notice on 20.01.2020. In spite of the receipt of the notice, the accused has not chosen to pay the amount due under the dishonoured cheque within the stipulated period or reply to the notice. Therefore, the complainant filed a complaint against the accused and the complaint has been filed within the limitation period.

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., they were 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.P6 were marked whereas no oral and documentary evidences were marked on the side of the accused.

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 the accused to undergo two years simple imprisonment and directed to pay a sum of Rs.10,00,000/- twice the amount of the cheques as compensation to the complainant u/s.357(3) of Cr.P.C, within three months, in default of payment of which to undergo simple imprisonment for a period of another three months.

7) Having been aggrieved against the judgment of conviction and sentence, passed by the learned Judicial Magistrate No.II, Karur in S.T.C.No.2281/2023 dated 12.05.2025, the accused has preferred this appeal on the following grounds:

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

ii) The trial Court has failed to appreciate properly the intrinsic merits of the evidence in proper perspective.

iii)The trial Court has failed to consider the contradictions between evidence of the P.W.1. The trial Court has failed to consider that there is no corroborative evidence of the P.W.1.

iv)The reasons stated by the trial Court for finding the appellant/accused as guilty is not sound and proper.

v)The trial Court has failed to appreciate that the complainant has not proved the alleged liability and also failed to appreciate the suppression of the real transaction between the complainant and the appellant/accused.

vi)The trial Court has not properly appreciated the case of the accused that the accused has not given the cheque as alleged in question to the complainant and the alleged loan is created one and the accused is not bound to pay any amount as alleged by the complainant.

vii)The trial Court has failed to consider that there is no legally enforceable debt and there are no privities of contract between the complainant and the accused as creditor and debtor.

viii)The trial Court has failed to consider that the offence u/s.138 of NI Act will not apply against the appellant/accused and the trial Court did not consider the rebuttal evidence of the appellant/accused.

ix)The trial Court has come to the wrong conclusion on the basis of the evidence of P.W.1. Hence, prays to allow the appeal.

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 cheques	Dt.when presented for collection of cheques u/s 138 (a) of NI Act	Dt of returned memo and reason for return in 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 1 3 8 (c) NI Act.	Dt when the cognizance of offence made u/s 142(b) of NI Act.
30.12.2019	08.01.2020	08.01.2020 Funds Insufficient	18.01.2020	Legal notice was received by the accused on 20.01.2020 and no reply notice was issued by the accused.	04.02.2020	06.02.2020

9(1) In this case on hand, the accused had issued a post dated cheques bearing No.000011 drawn on Lakshmi Vilas Bank, Gandhigramam Branch for a sum of Rs.4,00,000/- and another cheque bearing No.000017 drawn on Lakshmi Vilas Bank, Gandhigramam Branch for a sum of Rs.1,00,000/- towards discharge of the above said loan amount. The cheque bearing registration nos.000011 and 000017 were presented for collection by the complainant on 08.01.2020 through his banker State Bank of India, Gandhigramam Branch. It was returned as Funds Insufficient on 08.01.2020. Thereafter, the complainant has issued legal notice to the accused on 18.01.2020 to pay the amount within 15 days from the date of receipt of the notice and the accused has received the said notice on 20.01.2020 and he has not issued any reply. Then the Complainant had filed the present case on 06.02.2020. 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.

<u>10. Answering for Points 2 and 3</u>

10(1) The appellant herein has filed the appeal against the judgment in S.T.C.No.2281/2023 on the file of the Judicial Magistrate No.II, Karur.

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

10(2) The complainant was examined as P.W.1 and Ex.P1 to Ex.P6 were marked on the side of the complainant and on the side of the accused no oral and documentary evidence was marked.

The document Ex.P1 goes to show that original post-dated cheque dated 30.12.2019 bearing No.000011 drawn on Lakshmi Vilas Bank, Gandhigramam Branch for a sum of Rs.4,00,000/-. Ex.P2 goes to show that original post-dated cheque dated 30.12.2019 bearing No.000017 drawn on Lakshmi Vilas Bank, Gandhigramam Branch for a sum of Rs.1,00,000/-. Ex.P3 goes to show that original return memo dated 08.01.2020 issued by State Bank of India, Gandhigramam Branch. Ex.P4 goes to show that original return memo dated 08.01.2020 issued by State Bank of India, Gandhigramam Branch. Ex.P5 goes to shows the office copy of Legal notice dated 18.01.2020 issued by the complainant through his counsel to the accused. Ex.P6 goes to show the original acknowledgment card dated 20.01.2020. 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.

10(3) 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.

10(4) After going through the materials available on record, it is seen that it is not in dispute that Ex.P1 and Ex.P2 are the cheque leaves supplied by the bank to the appellant/accused in respect of the account he was maintaining with the banker, namely Lakshmi Vilas Bank, Gandhigramam Branch. It is also not in dispute that the signature found therein is that of the appellant/accused. Hence the accused is bound to rebut the same as per the Sec. 139 of N.I.Act.

10(5) From the perusal of the records, it is seen that initially, the case was taken on file by the learned Judicial Magistrate, Fast Track Court @ Magisterial Level, Karur. On 10.02.2021, the complainant is present. Complaint is presented with affidavit. The trial Court has carefully scrutinize the complaint, affidavit and the documents produced by the complainant. Prima facie case is made out for taking cognizance against the accused u/s.138 and 142 of NI Act. Hence, it is ordered to take the complaint filed u/s.138 and 142 of NI Act as S.T.C.No.31/2021 into the file of this Court. Issue summons to the accused along with copies as per the provision u/s.204(3) of Cr.P.C and the case was adjourned to 09.03.2021. On 09.03.2021, both parties were present. Advocate Thiru.D. Karthik filed vakalath for accused and the same was recorded. When substance of accusation is explained and questioned to the accused, he denied as false case and claimed to be tried. He shall execute Bond for a sum of RS.10,000/- and the case was adjourned to 06.05.2021 for trial. Thereafter, from 06.05.2021 to 08.03.2022, the case had been posted on several adjournments due to Covid-19 pandemic situation.

10(6) On 08.03.2022, the complainant was present and the accused was absent. Complainant was ready for trial. Hence, issue bailable warrant to the accused and the case was adjourned to 26.05.2022. On 26.05.2022, the case was adjourned to 08.07.2022 and on 08.07.2022, the case was adjourned to 26.10.2022. Thereafter, on 17.08.2022, hearing was advanced and the accused surrendered and warrant against the accused is recalled and cancelled and the case was adjourned to 26.10.2022. From 26.10.2022 to 15.05.2023, the case had been posted on several adjournments for trial. On 15.05.2023, both parties were present. The complainant was examined as P.W.1 and Ex.P1 to Ex.P6 were marked and the case was adjourned to 20.06.2023 for further P.Ws. On 20.06.2023, the complainant was present and the accused was absent. No representation. The counsel for the complainant endorsed as no further evidence. Hence, PWs closed and the case was adjourned to 05.07.2023 for 313(1)(b) of Cr.P.C questioning. On 05.07.2023, the complainant was present and the accused was absent. No representation. The case was adjourned to 28.07.2023 for appearance of the accused and questioning u/s.313(1)(b) of Cr.P.C.

10(7) In the meanwhile, the entire case records were received from the Judicial Magistrate, Fast Track Court @ Magisterial Level, Karur as per the proceedings of the learned Chief Judicial Magistrate, Karur in ROC.No.18/2023/A1, dated 01.07.2023 and assigned new no. as STC No.2281/2023 and the case was adjourned to 28.07.2023 for appearance of the accused and questioning u/s.313(1)(b) of Cr.P.C. On 28.07.2023, the complainant was present and the accused was absent and the case was adjourned to 05.08.2023 for appearance of the accused and questioning u/s.313(1)(b) of Cr.P.C. On 05.08.2023, the complainant was present and the accused was absent. No representation. Issue NBW against the accused. The case was adjourned to 03.11.2023 for payment of process and execution of NBW. On 03.11.2023, complainant was absent. Petition u/s.256 of Cr.P.C filed and allowed. Process paid. The case was adjourned to 09.02.2024 since NBW pending against the accused. On 09.02.2024, the case was adjourned to 10.05.2024. On 08.05.2024, the accused voluntarily surrendered before the Court to cancel the NBW. Further, the hearing is advanced from 10.05.2024. Surrender is accepted and NBW was cancelled. Memo was filed and recorded. The case was adjourned to 10.05.2024 for further proceedings. On 10.05.2024, the case was adjourned to 16.05.2024 for further proceedings. Thereafter, from 16.05.2024 to 12.09.2024, the case had been posted on several adjournments for settlement.

10(8) On 12.09.2024, both parties were present. Accused was questioned u/s.313(1)(b) of Cr.P.C regrading the incriminating circumstances in the complainant side evidence. The accused denied the same and the case was adjourned to 03.10.2024 for DWs. Thereafter, from 03.10.2024 to 13.03.2025, the case had been posted on several adjournments for DWs. On 13.03.2025, both parties were present. Defense side not ready to produce witness. Already granted sufficient time. Hence, evidence of defense side is closed in suo moto and the case was adjourned to 19.03.2025 for arguments. Again from 19.03.2025 to 08.05.2025, the case had been posted on several adjournments for arguments. On 08.05.2025, complainant was present and the accused was absent. Heard for arguments closed and the case was reserved for judgment by 12.05.2025. Finally, the trial Court passed the impugned judgment on 12.05.2025 and convicted the accused u/s.138 of Negotiable Instruments Act and awarded sentenced to undergo two years simple imprisonment and directed to pay a sum of Rs.10,00,000/- twice the amount of the cheques as compensation to the complainant u/s.357(3) of Cr.P.C, within three months, in default of payment of which to undergo simple imprisonment for a period of another three months.

10(9) It is seen that the trial Court has given full opportunity to the accused to cross examine the P.W.1. The accused has failed to avail the chance given by the trial Court to cross examine the P.W.1. Therefore, the accused cannot find fault with others for willful and negligent act of himself. Further, the P.W.1 through his evidence has deposed that the cheque was returned as "Funds Insufficient". Further, the accused has not denied the issuance of Ex.P1 and Ex.P2 cheques to the complainant. Therefore, it is very clear that the Ex.P1 and Ex.P2 cheques were issued by the accused and the signature in the Ex.P1 and Ex.P2 are also admitted by the accused. Therefore, the statutory presumption u/s.139 and 118 of Negotiable Instruments Act raised in favour of the complainant.

10(10) Further, the case in hand, the accused has not proved the contrary that the cheques were not issued by him. Therefore, the presumption is in favour of the respondent/complainant. Therefore, the Ex.P1 and Ex.P2 cheques have been executed by the appellant/accused since he has not proved his claim. Further, the appellant/accused has not proved his claim through his documentary or in oral evidence.

10(11) Further, the appellant/accused has not given rebuttal evidence to prove his case. Neither he has come forward to cross examined in this case. Further, it is well settled principle of law that a witness should be cross examined on each and every point and failure to cross examine him on a particular point would entail a presumption that party, not cross examining the witness, had accepted the evidence. Further, the accused at the first instance had not received the statutory and after participating in the trial proceedings, he did not come forwarded to cross examine the P.W.1 despite getting more than sufficient opportunities and also has not let in evidence on his side to rebut the presumption infavour of the complainant.

10(12) 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.***

10(13) It is seen that in this case, it is established that the signature in the cheques in Ex.P1 and Ex.P2 are that of the signature of the accused only. 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.

10(14) Further, in the judgment in *Tedhi Singh vs.Narayan Dass Mahant, in C.A.No.362 of 2022 dated 07.03.2022* **wherein the Honourable Supreme Court has held that "*The trial Court and the first Appellate Court have noted that in the case under Section 138 of the N.I.Act, the complainant need not show in the first instance that he had the capacity. The proceedings under Section 138 of the N.I.Act is not a civil suit. 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 the wherewithal, it cannot be expected of the complainant to initially lead evidence to show that he had the financial capacity.*"**

10(15) With this background I have perused the evidence, documents and materials produced by both parties, it is seen that, the appellant/accused submitted as, he has given the cheque to the complainant as security to the amount borrowed by him, but I have found no materials or circumstances, placed before me to believe the version of the appellant/ accused.

10(16) 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."

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.

"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 EXP 1 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 she 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.

10(17) However, in this case, it is not in dispute that Ex.P1 and Ex.P2 are the cheque leaves supplied by the bank to the 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.

10(18) 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 him to disprove the allegations once a prima facie case is made out by the complainant.

10(19) With this background I have perused the evidence, documents and materials produced by the parties, it is seen that, the appellant/accused submitted as, the cheque was fraudulently misused by the complainant. Further, the appellant/accused has not come forward to cross examine the P.W.1 despite getting more than sufficient opportunities and also he has not produced any evidence on his side to rebut the presumption which is in favour of the complainant. Therefore, it is made crystal clear, that the cheque was given by the appellant/accused only. Though it was denied by the accused, he has not chosen to prove it with sufficient evidences, documents and other materials.

10(20) I have perused, the evidences and documents and the materials on record. In this case, the appellant/ accused has not come forward to cross examine the P.W.1. It is seen that, the accused during 313 questioning, replies as, simply stated that false case has been foisted against him. Further, it is seen that, the complainant, issued notice about the return of cheque, 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 of evidences and documents. Further it is seen that the appellant/accused had failed to reply to the statutory notice under section 138 of the Act which leads to the inference that there was merit in the complainant's case.

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.

10(21) 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.P5 dated 18.01.2020 was received by the accused on 20.01.2020. Further, the appellant/accused has not sent any reply to the complainant and he has failed to repay the said amount. Upon careful scrutiny of entire matters placed on record, the respondent/complainant has proved the guilt of the appellant/accused for the offence u/s.138 of NI Act beyond reasonable doubt.

10(22) 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. Accordingly, point nos. 2 and 3 are answered.

11) Answering point No 4 :-

11(1) Hence, this court is inclined to dismissed this appeal, by confirming of conviction passed by the Judicial Magistrate No.II, Karur in S.T.C.No.2281/2023 dated 12.05.2025.

11(2) 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 learned Judicial Magistrate No.II, Karur in S.T.C.No.2281/2023 dated 12.05.2025.

In the result, the criminal appeal is dismissed and the judgment of conviction and sentence passed by the learned Judicial Magistrate No.II, Karur in S.T.C.No.2281/2023 dated 12.05.2025 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 on my dictation, corrected and pronounced by me in open Court on the 05th day of June 2026.

ELAVAZHAGAN Digitally signed by ELAVAZHAGAN Date: 2026.06.06 18:23:56 +0530

DISTRICT AND SESSIONS JUDGE,
KARUR.