IN THE COURT OF THE DISTRICT SESSIONS JUDGE, KARUR.

Present: Thiru.K.H.Elavazhagan, B.Sc., M.L.,

DISTRICT AND SESSIONS JUDGE

Wednesday, the 17th day of June 2026

CRIMINAL APPEAL NO. 154/2025

(CNR.No.TNKR-01-001934-2025)

From what court this appeal is preferred	:	Fast Track Court Judicial Magistrate (At Magistrate Level), Karur
Number of the case in that court	:	C.C. No.232/2019
Name and Description of the appellant	:	M.R. Balaji, S/o. Ramanathan, No.5, Santhosh Coffee Bar, Dindigul Road Corner, Karur Town, Karur Taluk, Karur District-639 001.
Name of the Complainant	:	P. Nataraj, S/o. Paramasivam, No.12/23, Kamaraj Road, Karur Town, Karur Taluk, Karur District – 639 001.
The sentence and law under which it was imposed in the lower court	:	The accused Convicted and sentenced to undergo one year simple imprisonment and to pay compensation of Rs.1,00,000/- to the complainant within a period of one month from the date of judgment in default of which he has to undergo 1 month simple imprisonment for the offence u/s. 138 NI Act.

Whether confirmed, modified or reversed and if modified modification	:	**In the result, this appeal is dismissed and the judgment of conviction and sentence passed by the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur in C.C. No.232/2019 dated 19.05.2025 is confirmed. The learned Judicial Magistrate is directed to secure the accused and to proceed in accordance with law.**
Date of filing	:	18.06.2025
Date of notice issued by that court to appear	:	20.06.2025
Date of bail bond if the appellant has been let out on bail	:	---------
Date of the appellant ordered to appear	:	21.07.2025
Date of hearing	:	05.06.2026
Date of judgment/order	:	17.06.2026

Further, on 16.04.2026 No representation on the side of the appellant/accused. Further, the case was adjourned to 29.04.2026. Further, 29.04.2026, appellant notice not served, postal cover returned as Door Locked. Appellant called absent. No representation on the side of the appellant. Its deemed to sufficient service, section 27 of General Clauses Act and send a communication to District Legal aid Service Authority, Karur. For appointment of legal aid counsel for appellant side the case was adjourned to 03.06.2026.

Here, I remind the principles laid down in the judgment of Supreme Court of India in *Bani Singh & Ors Vs State of Uttar Pradesh on 9 July, 1996*, which held that the law does not enjoin that the Court shall adjourn the case if both the appellant and his lawyer are absent. If the Court does so as a matter of prudence or indulgence, it is a different matter, but it is not bound to adjourn the matter. It can dispose of the appeal after perusing the record and the judgment of the trial court. We would, however, hasten to add that if the accused is in jail and cannot, on his own, come to court, it would be advisable to adjourn the case and fix another date to facilitate the appearance of the accused/appellant if his lawyer is not present. If the lawyer is absent, and the court deems it appropriate to appoint a lawyer at State expense to assist it, there is nothing in the law to preclude it from doing so. We are, therefore, of the opinion and we say so with respect, that the Division Bench which decided Ram Naresh Yadav's case did not apply the provisions of Sections 385-386 of the Code correctly when it indicated that the Appellate Court was under an obligation to adjourn the case to another date if the appellant or his lawyer remained absent.Such a view can bring about a stalemate situation. The appellant and his lawyer can remain absent with impunity, not once but again and again till the Court issues a warrant for the appellant's presence. A complaint to the Bar Council against the lawyer for non-appearance cannot result in the progress of the appeal. Such a procedure can, therefore, prove cumbersome and can promote indiscipline. Even if a case is decided on merits in the absence of the appellant, the highrer court can remedy the situation is there has been a failure of justice.

Further, in the judgment of Supreme Court of India in *Shankar Vs State of Maharashtra on 23 July, 2017, which held that It was held in 2005 (11) SCC 285 titled Mangat Singh Vs State of Punjab* that where the advocate for the appellant is absent on the date of the hearing, the court shall either appoint an amicus curiae and then decide the appeal. Once the appeal against the conviction is admitted, it is the duty of the appellate court either to appoint an advocate as amicus curiae or to nominate a counsel through Legal Services Authority and hear the matter on merits and then dispose of the appeal. When the appellant was not represented by the advocate, in our view, the High Court ought not to have decided the matter on merits and the impugned order is liable to be set aside and the matter is remitted back to the High Court. In case, if the appellant is still not represented, we request the High Court to nominate a counsel for the appellant through the Legal Services Authority and proceed with the matter.

The case on hand, on 03.06.2026 memo filed by Chief Legal Aid Defense Counsel. Appellant side arguments heard. For respondent side arguments the case was adjourned to 04.06.2026. Further, on 04.06.2026 no representation on the side of the respondent and the case was adjourned to 05.06.2026. Further, on 05.06.2026 respondent side arguments heard.

This criminal appeal is coming on 05.06.2026 for final hearing before me in the presence of Thiru. Charan K Bhaskaran, Chief Legal Aid Defense Counsel Advocate for the appellant/accused and of Thiru. K. Sudhakaran, 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) Cr.P.C against the judgment of conviction and sentence passed by the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur in C.C. No.232/2019 dated 19.05.2025 and to set aside the same.

2. The case was registered against the accused u/s.138 N.I. Act and after trial the learned Fast Track Court Judicial Magistrate (At Magistrate Level), Karur in C.C. No.232/2019 dated 19.05.2025 is found guilty u/s.138 N.I. Act, Convicted and sentenced to undergo one year simple imprisonment and to pay compensation of Rs.1,00,000/- to the complainant within a period of one month from the date of judgment in default of which he has to undergo 1 month simple imprisonment for the offence u/s. 138 NI Act.

3. The complainant states that the accused is a well known person to him and on 11.10.2017, the accused borrowed a sum of Rs.1,00,000/- for his urgent business and family needs and agreeing to repay the same with the interest of five paise per hundred per day. Further, on the same day, the accused has execute the promissory note. Thereafter, the appellant/accused has failed to paid the principle or interest. Further, on 04.11.2018, the accused has issued cheque

bearing No.000009 dated 12.11.2018 for Rs.1,00,000/- drawn on Lakshmi Vilas Bank, Karur Main Branch. As per request of the accused, the complainant presented the cheque branch for collection on 12.11.2018 through his banker State Bank of India, Karur Branch and the same was returned with an endorsement “Account Closed” dated 13.11.2018. After that, the complainant issued a registered legal notice dated 16.11.2018 to the accused and to the accused office address by demanding the amount due under the cheque within 15 days from the receipt of the notice. The legal notice was received by accused on 19.11.2018 after receiving notice neither issued reply nor make payment. Further, he stated that the accused has issued the cheque without any sufficient amount in his amount and knowing the consequences. The accused had issued said cheque wantonly and dishonestly and it was dishonored. Hence the complaint has filed by the complainant punishable under section 138 of N.I. Act.

4. The complainant was taken cognizance, in C.C. No.232/2019 and during trial, complainant examined witnesses PW1 and marked documents Ex.P1 to Ex.P5 and on the side of the accused, no oral and documentary evidence was marked. On consideration of evidence and documents, and other materials on record, the learned trial Magistrate arrived conclusion that, the accused committed offences u/s 138 NI Act and Convicted and sentenced to undergo one year simple imprisonment and to pay compensation of Rs.1,00,000/- to the complainant within a period of one month from the date of judgment in default of which he has to undergo 1 month simple imprisonment for the offence u/s. 138 NI Act

5. Having been aggrieved against the judgment of conviction and sentence, passed by the learned Fast Track Court Judicial Magistrate (At Magistrate Level), Karur in C.C. No.232/2019 dated 19.05.2025, the accused preferred this appeal on the following grounds:

i. The judgment of the trial court is contrary to law, weight of evidence 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 appreciate the fact that there was absolutely no evidence satisfying the ingredients to prove the existence of legally enforceable debt.

iv. It has been stated that PW1 was not sufficient to attract the ingredients of under section 138 of NI Act. Further, no material aspects to prove the issuance of alleged cheque and the issuance of alleged cheque for the legally enforceable debt and the execution of alleged cheque is strictly denied by the accused as it was fabricated to fulfill the evil intention of the complainant. The trial court has failed to give proper care to appreciate the evidence of PW1.

v. The trial court has failed to consider that the document produced by the complainant before the trial court have no corroborative nature. Furthermore, the cheque in dispute is fabricated to get the property of the appellant/accused by illegal means.

vi. The trial court has failed to consider that PW1 was not cross examined before the trial court and hence the appellant/accused has no opportunity to bring out the truth in order to establish his innocence and hence this Court may pleased to consider the same and give opportunity for the appellant/accused to cross examine of PW1.

vii. The conviction given by the trial court as against the appellant/accused is against the principles of criminal jurisprudence and as such, it is liable to be set aside.

viii. The findings of the trial court in convicting the appellant/accused for the above offence is erroneous and is not legally sustainable one. Therefore, it is necessary and justified for the appellant/accused to file an appeal against the sentence imposed by the trial court.

6. 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?

7. 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	Dt when the expiry of 15 days of receipt of notice as	Dt when the cognizance of offence made u/s 142(b) of

				complainant	per Sec 138 (c) NI Act.	NI Act.
12.11.2018	12.11.2018	Account Closed on 13.11.2018	16.11.2018	19.11.2018 No Reply notice was issued by the accused	04.12.2018	28.12.2018

7(2) In this case on hand, the accused had given a post dated cheque bearing No.000009 dated 12.11.2018 for Rs.1,00,000/- drawn on Lakshmi Vilas Bank, Karur Main 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 by the complainant on 12.11.2018 through his banker State Bank of India, Karur Branch. It was returned as Account Closed on 13.11.2018. Then he issued legal notice to the accused on 16.11.2018 to pay the amount within 15 days from the date of receipt of the notice and the accused has received the legal notice on 19.11.2018 and no reply notice was issued by accused. Then the Complainant had filed the present case on 28.12.2018. 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.

1 <u>Answering for Points 2 and 3</u>

The appellant herein has filed the appeal against the judgment in C.C. No.232/2019 dated 19.05.2025 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.

7(3) The complainant was examined as PW1 and Ex.P.1 to Ex.P.5 were marked on the side of the complainant and on the side of the accused no oral and documentary evidences were marked.

The document Ex.P.1 goes to show that the Notarized xerox copy of the promissory note executed by the accused in favour of the complainant for sum of Rs.1,00,000/- dated 11.10.2017. Ex.P.2 goes to show the Original cheque drawn on Lakshmi Vilas Bank, Karur Branch, bearing No.000009 for sum of Rs.1,00,000/- dated 12.11.2018. Ex.P.3 goes to show that return memorandum dated 13.11.2018. Ex.P.4 goes to show that the office copy of the statutory notice issued by the complainant dated 16.11.2018. Ex.P5 goes to show that the online track consignment dated 19.11.2018. 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.

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.

7(4) After going through the materials available on record, it is seen that it is not in dispute that Ex.P2 is the cheque leaf supplied by the bank to the appellant/accused in respect of the account he was maintaining with the banker, namely Lakshmi Vilas Bank, Karur Branch. It is also not in dispute that the signature found therein is that of the appellant/accused. Therefore, the appellant/accused has borrowed Rs.1,00,000/- from the complainant and issued the cheque for security purpose only. Hence the accused is bound to rebut the same as per the Sec. 139 of N.I.Act.

7(5) Further, one of the ground raised by the appellant/accused is that the trial court has failed to consider that PW1 was not cross examined before the trial court and hence the appellant/accused has no opportunity to bring out the truth in order to establish his innocence

7(6) It is seen that the case was taken on file by the learned Judicial Magistrate, Fast Track Court @ Magisterial Level, Karur on 15.02.2019, the trial court has perused the records. Prima facie case is made out as against the accused, hence the case is taken on file as C.C. No.232/2019 as against the accused u/s.138 of NI act and the case was posted to 10.05.2019. Issue summon to the accused on payment of necessary process fee. Further, on 10.05.2019, Both are present. Substance of accusation was questioned to the accused and he pleads not guilty and claims to be tried. Hence, this court inclined to proceed this case, further appearance of PW1 and cross adjourned to 18.06.2019. Further, the accused is hereby directed to execute an own bond for a sum of Rs.10,000/- call on 18.06.2019.

7(7) On 18.06.2019, complainant present and accused absent and at request, cross of PW1 was adjourned to 05.08.2019. Further, on 05.08.2019 at request, cross of PW1 was adjourned to 10.10.2019, 09.01.2020. Thereafter, on 15.04.2020 due to Covid 19 Nation Wide lockdown the case was reposted to 09.06.2020, 17.08.2020, 05.11.2020, 12.01.2021. Thereafter, on 15.03.2021 complainant present, accused absent. For cross of PW1, the case was adjourned to 19.04.2021. Further, on 19.04.2021 complainant present, accused absent and for cross of PW1 the case was adjourned to 02.06.2021. Further, on 02.06.2021 and on 29.07.2021 due to 2nd wave of Covid 19 the case was adjourned to 21.09.2021.

7(8) Thereafter, on 21.09.2021, there is no representation and the case was adjourned to 07.12.2021 for cross of PW1. Further, on 07.12.2021, no representation, complainant evidence already closed. For questioning under section 313(1)(b) of Cr.P.C., the case was adjourned to 10.12.2021. On 10.12.2021, complainant absent, no representation. Accused absent continuously for several hearings and issue non bailable warrant against the accused. Thereafter, on 08.02.2022, 18.03.2022, 03.06.2022, 02.09.2022, 06.02.2023 non bailable warrant is pending against the accused. Thereafter, on

18.05.2023, complainant absent, petition filed and allowed. Process paid and issue non bailable warrant by 04.09.2023. Further, on 04.09.2023, complainant absent and petition filed and allowed. Issue non bailable warrant on process by 08.12.2023. Further, on 08.12.2023, complainant absent petition filed and allowed. Issue non bailable warrant on process the case was adjourned to 15.03.2024.

7(9) Thereafter, on 13.12.2024, complainant present and non bailable warrant pending against the accused. For execute of non bailable warrant the case was adjourned to 26.02.2025. On 26.02.2025, Complainant present, accused voluntarily surrendered and filed petition. Non bailable warrant against the accused is cancelled. The incriminating circumstance were put to the accused under section 313(1)(b) of Cr.P.C., Accused denied the evidence on false. For defense side evidence the case was adjourned to 17.03.2025.

7(10 On 17.03.2025, complainant present, accused absent and for appearance of accused and for defense side evidence the case was adjourned to 24.03.2025. Further, on 24.03.2025, complainant present, petition filed and allowed. Accused present and at request for defence side evidence the case was adjourned to 03.04.2025.

7(11) On 03.04.2025, for defense side evidence the case was adjourned to 24.04.2025. Thereafter, on 24.04.2025, complainant present, accused absent and no representation. Already sufficient opportunity was given. Hence, defence side evidence closed and heard complainant side. For hearing the accused side the case was adjourned to 28.04.2025.

7(12) Thereafter, on 28.04.2025, both parties present and for hearing the accused side the case was adjourned to 05.05.2025. On 05.05.2025, no oral argument. Advanced on accused not. For Judgment by 19.05.2025.

8. Thereafter, the trial Court passed the impugned judgment on 19.05.2025 and Convicted and sentenced to undergo one year simple imprisonment and to pay compensation of Rs.1,00,000/- to the complainant within a period of one month from the date of judgment in default of which he has

to undergo 1 month simple imprisonment for the offence u/s. 138 NI Act.

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 "A*ccount Closed*". Therefore, it is very clear that the Ex.P2 cheque was issued by the accused. Therefore, the statutory presumption u/s.139 and 118 of Negotiable Instruments Act raised in favour of the complainant.

10. Further, the case in hand, the accused has not proved the contrary that the cheque was not issued by him. Therefore, the presumption is in favour of the respondent/complainant. Therefore, the Ex.P2 cheque has 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.

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 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 her side to rebut the presumption in favour of the complainant.

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, <u>Negotiable Instruments Act, 1881 (26 of 1881), Sections 138 &139 .</u> 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.

12(2) It is seen that in this case, it is established that the signature in the cheque in Ex.P2 is 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.

12(3) 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, but I have found no materials or circumstances, placed before me to believe the version of the appellant/ accused.

12(4) 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.

12(5) However, in this case, it is not in dispute that Ex.P2 is the cheque leaf 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.

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

12(7) 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 her 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.

13. 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 denied the issuance of the cheque and 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.

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

15. 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.

16. 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 in C.C. No.232/2019 dated 19.05.2025.

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 learned

Fast Track Court Judicial Magistrate (At Magistrate Level), Karur in C.C. No.232/2019 dated 19.05.2025.

In the result, this appeal is dismissed and the judgment of conviction and sentence passed by the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur in C.C. No.232/2019 dated 19.05.2025 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 17th day of June 2026.

ELAVAZHAGAN

Digitally signed by ELAVAZHAGAN
Date: 2026.06.17 18:24:37 +0530

DISTRICT AND SESSIONS JUDGE,
KARUR.