IN THE COURT OF THE DISTRICT MUNSIF-CUM-JUDICIAL MAGISTRATE, KOTAGIRI.

Present: G. Amirdham. B.Sc., L.L.B.,
District Munsif-cum-Judicial Magistrate, Kotagiri

Dated this 20th day of August 2026, Thursday.

S.T.C.No: 48 of 2026

CNR.No: TNNS06-000919-2025

a	**S.No. of the case**	**S.T.C. No. 48 of 2026**
b	**The Date of commission of the offence**	**15.11.2025**
c	**The Name of the Complainant Person, Parentage and his residence**	**V. Ravindran, S/o. Late. Velayuthan, residing at D.No.17/53-B, Donnington Post, Kotagiri, The Nilgiris.**
d	**The Name of the Accused Person, Parentage and his residence**	**H. Rajesh, S/o. Late. K.B.Halan, residing at D.No.3/696, Kerada, Nihung post, Kotagiri, The Nilgiris.**
e	**The Offence Complained of or of proved**	**U/s.138 of Negotiable Instruments Act**
f	**The Plea of Accused if any**	**Pleaded not guilty**
g	**The Final Order**	**Found not guilty**
h	**The Date of the Order**	**20.08.2026**
i	**Sentence**	**In the result the Accused is not found guilty for the accusation under Section 138 of N.I. Act and the accused is acquitted under section 255(1) of Code of Criminal Procedure code and disposed accordingly.**
j	**Counsel for Complainant**	**Thiru. K.H. Dharuman**
k	**Counsel for Accused**	**Thiru. K.B. Shankar**

CASE SUMMARY AS PER R.O.C.NO. 814/2020/RG/F1 OF HON'BLE HIGH COURT OF MADRAS DATED : 07.04.2021

S.No.	Action	Date
1	The period of remand of the accused.	-Nil-

2	**The date of filing of the complaint**			**19.12.2025**	
3	**The date of filing of the final report in the Court.**			**10.02.2026**	
4	**The date of committal of the case to the Court of Session.**			**Not Applicable**	
5	**The date of questioning of the accused Under Sections 228, 240, 246 and 251 of the code of Criminal Procedure, 1973, as the case may be.**			**02.04.2026**	
6	**Filing of all miscellaneous petitions and their results including the results on challenge before Superior Courts; except routine petitions like petitions under section 317 of the Code.**			**-Nil-**	
7	**Date of Chief and Cross examination of witnesses**	**Name of the Examination**		**Date of Chief**	**Date of cross**
		P.W.1	**Ravindran**	**10.02.2026**	**18.08.2026 and 07.07.2026**
8	**Date of examination of the accused and Under Section 313 (1) (b) of the Code.**			**19.08.2026**	
9	**Details of abscondence of an accused and his appearance / production, as the case may be;**			**Not applicable**	
10	**Grant of stay by Superior Courts and the results thereof.**			**Not applicable**	
11	**Charges framed against the accused**			**U/s. 138 of NI Act**	
12	**Sentence or Order**			**In the result the Accused is not found guilty for the accusation under Section 138 of N.I. Act and the accused is acquitted under section 255(1) of Code of Criminal Procedure code and disposed accordingly.**	

JUDGMENT

1. This Complaint has been filed by the Complainant against the Accused u/s. 138 of the Negotiable Instruments Act (herein after referred as "NI Act".

THE CONCISE FACTS OF THE CASE AS PUT FORTH BY THE COMPLAINANT:

2. The complainant submits that the father of the accused in order to sell his immovable landed property situate at Naduhatty village in New S.No.891/2 correlated to the Old S.No.612/3 admeasuring to an extent of 22 ½ cents had entered in to a sale agreement with the complainant on 27.07.2022 for the total sale consideration of Rs.1,50,000/-. The father of the accused received Rs. Rs.1,50,000/-. After that the father of the accused died. That in order to executed the sale deed the accused borrowed a sum of Rs. 3,50,000/- from the complainant on 01.11.2025 at Kotagiri and on the same day the accused issued his post dated State Bank of India, Kotagiri branch cheque dated 15.11.2025 bearing no. 291963 thereby the accused promised to the complainant that he had sufficient funds in his account to cover the cheque amount and the complainant presented the said cheque for encashment through his Banker NDCC Bank Ltd, Kotagiri branch on 15.11.2025, but the cheque was returned on 15.11.2025 with a memo as "INSUFFICIENT FUND". Hence, the complainant issued legal notice through his advocate to the accused, dated 20.11.2025. The Accused has received the legal notice on 24.11.2025. The accused received the notice on

24.11.2025 and did not pay the cheque amount to the complainant. Hence, this complaint u/s 138 of Negotiable Instrument Act.

3. Upon scrutiny of the Complaint and sworn affidavit filed by Complainant in support of the Complaint, this court has taken cognizance of the offence under Section 138 of the NI Act and issued process to the Accused.

4. On appearance of the Accused, the copies were furnished and when the substance of accusation was explained to the Accused, he pleaded not guilty and claimed to be tried.

5. Accordingly, the trial commenced as per Section 254 of Cr.P.C. To prove the case of the complainant, he examined herself as PW1 and spoken in conformity with complaint averments that the accused borrowed a sum of Rs.3,50,000/- from the complainant and issued a cheque bearing No.291963 in favour of the complainant. Further case of the complainant is that the cheque was presented for collection on 15.11.2025 at NDCC Bank Ltd, Kotagiri Branch and returned as insufficient fund on 15.11.2025. Hence, the complainant issued legal notice on 20.11.2025. The accused received the notice on 24.11.2025. Ex.P1 to Ex.P4 was marked through PW1. Ex.P.1 is State Bank of India, Kotagiri branch cheque bearing no.291963, dated 15.11.2025, Ex.P.2 is NDCC Bank Ltd, Kotagiri Branch of Return Memo dated 15.11.2025, Ex.P.3 is Legal Notice, dated 20.11.2025, Ex.P.4 is Postal Acknowledgment Card, dated 24.11.2025 and thereupon complainant side evidence was closed on 07.07.2026.

6. There after the statement of the Accused U/S 313(1)(b) Cr.P.C. was recorded after disclosing the incriminating substance against the Accused u/s 313(1)(b) Cr.P.C. Accused stated as false evidence. From the side of accused no evidence were adduced and defence side evidence was closed.

7. Ongoing through the rival contentions, based on the substantial evidence available on record, the following points have been arising for determination.

1. ***Whether the complainant has discharged the initial burden of proving the existence of liability and whether he is entitled to draw presumption U/s 139 of NI Act?***
2. ***Whether the accused raised the probable defence against the case of the Complainant?***

8. Both side argument heard.

POINT FOR CONSIDERATION :1

9. In the present case the existence of liability and the nature of the transaction was disputed by the Accused. It is the case of the complainant that the accused borrowed an amount of Rs.3,50,000/- his needs from the complainant and the accused issued a cheque bearing no. 291963 and the Complainant presented that cheque through his NDCC Bank Ltd, Kotagiri Branch on 15.11.2025 and it was returned as "Insufficient Fund" on 15.11.2025. The accused failed to repay the amount and the complainant constrained to file

this instance complaint. However, the accused the raised a defense that the cheque misused by the complainant.

10. Therefore, it has to be seen *Whether the complainant has discharged the initial burden of proving the existence of liability and he is entitled to draw presumption U/s 139 of NI Act has to be looked into,*

11. This court in order to appreciate the rival contention and to ascertain whether the legal requirements of existence of liability has been satisfactorily discharged by the complainant has perused the documents, pleadings of the complaint and evidence before the court. It is pointed out that the presentation of cheque and returned as funds insufficient is not disputed by the accused. The next factum is whether the cheque was presented within its validity period. Admittedly the present cheque was presented within the validity period and it is also not in dispute. On glance of Ex.P3 legal notice also served and it is also not in dispute. Therefore, essential ingredients mentioned in 138 Negotiable instruments Act have duly satisfied. Despite the above admissions, the accused disputed the issuance of cheque for legally enforceable debt and put forth a suggestion in cross examination that the cheque was given as security and borrowed amount was also paid to the complainant and admitted the signature in the cheque. *The Hon'ble supreme court in Rangappa Vs. Sri Mohan, 2010 (3) Crimes 40 (SC),* held that,

"when the signature is admitted by the accused, then the presumption can

be drawn infavour of the complainant including the legally enforceable debt and such presumption will be a rebuttable nature".

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

POINT FOR CONSIDERATION : 2

13. To rebut the presumption, it is open for the Accused to rely on evidence led by him or accused can also rely on the materials submitted by the complainant in order to raise a probable defence. Inference of preponderance of probabilities can be drawn not only from the materials brought on record by the parties but also by reference to the circumstances upon which they rely. Hence, it is imperative to look into is *Whether the accused raised the probable defence against the case of the Complainant*.

14. The only defence of the accused is that the cheque was misused by the complainant. On glance of PW1 cross examination the complainant deposed that the cheque amount was paid at the time of this pending complaint as follows:

"நான் எதிரி மீது காசோலை வழக்கு தாக்கல் செய்துள்ளேன் என்றால் சரிதான். வழக்கு நிலுவையில் இருக்கும்போது காசோலையில் குறிப்பிட்டுள்ள தொகையை பெற்றுக்கொண்டேன் என்றால் சரிதான். எங்களுக்குள் வட்டி சம்பந்தமாக வட்டி பெற்றுக்கொள்ளவில்லை என்றால் சரியல்ல."

15. On looking into the testimony of PW1, it is seen that the accused already paid the amount. Hence all these discrepancies cast doubt against the case of the complainant as resisted by the accused. Hence this court is of view that the accused raised a probable defence and rebutted the presumption in favour of the complainant and decided accordingly.

ORDER:-

In the result the Accused is not found guilty for the accusation under Section 138 of N.I. Act and the accused is acquitted under section 255(1) of Code of Criminal Procedure code and disposed accordingly.

G.AMIRDHAM

Digitally signed by G.AMIRDHAM
Date: 2026.08.20 15:32:23 +0530

District Munsif-cum-
Judicial Magistrate,
Kotagiri.

Dictated to the Steno Typist and Directly typed by the Steno in the Court Computer and after making necessary corrections, this Judgment pronounced

by me in open court, this the 20th day of August 2026.

G.AMIRDHAM

Digitally signed by G.AMIRDHAM
Date: 2026.08.20 15:32:39 +0530

District Munsif-cum-Judicial Magistrate, Kotagiri.

APPENDIX :-

Witness Examined by the Complainant: -

PW1 - Ravindran

Exhibits marked by the Complainant:-

1.	**Ex.P.1**	**15.11.2025**	**Bank of India, Kotagiri Branch cheque bearing no.291963**
2.	**Ex.P.2**	**15.11.2025**	**NDCC Bank Ltd, Kotagiri Branch Memo**
3.	**Ex.P.3**	**20.11.2025**	**Advocate legal notice to the accused**
4.	**Ex.P.4**	**24.11.2025**	**Postal Acknowledgment Card**

Witness examined by accused :-

-NIL-

Exhibits Marked by the Accused:-

-NIL-

G.AMIRDHAM

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Date: 2026.08.20 15:32:45 +0530

District Munsif-cum-Judicial Magistrate, Kotagiri.

NOTE:

1. **In the result the Accused is not found guilty for the accusation under Section 138 of N.I. Act and the accused is acquitted under section 255(1) of Code of Criminal Procedure code and disposed accordingly.**

2. **Copy of Judgment submitted.**

G.AMIRDHAM

Digitally signed by G.AMIRDHAM
Date: 2026.08.20 15:32:59 +0530

District Munsif-cum-Judicial Magistrate, Kotagiri.