



**IN THE COURT OF THE DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE,
RAMESWARAM.**

**Present: Thiru. S.B.Sujith, B.A.,B.L.,(Hons)
District Munsif Cum Judicial Magistrate, Rameswaram.**

Friday, the 27th day of March 2026

**C.C. No. 123/2014
CNR NO: TNRM05-000121-2014**

**V.T.Murugan,
S/o. Thangavel,
Muthuramalingathevar Nagar,
Rameswaram.**

.....Complainant

/Vs/

**M.Jeyaraman,
S/o.Malaichamy,
Water Works Raod,
Verkodu,
Rameswaram.**

..... Accused

RULE 106 of CRPC

1.	Serial Number	CC. No. 123 of 2014
2.	Name of the Complainant	V.T.Murugan
3.	Name of the Accused	M.Jeyaraman
4.	Father's name of the Accused	Malaichamy
5.	Occupation	--
6.	Residence	Water Works Raod, Verkodu, Rameswaram.
7.	Age	46 years
8.	Occurrence date	Not Applicable
9.	Date of Complaint	29.01.2014



10.	Date of Apprehension	Not Applicable
11.	Released on bail	Not Applicable
12.	Commitment	Not Applicable
13.	Date of Commencement of Trial	03.09.2025
14.	Date of Closure of Trial	16.03.2026
15.	Sentence or Order	In the result, the accused is found guilty Under Section 255(2) Cr.P.C for the offence Under Section 138 Negotiable Instruments Act and convicted and sentenced to undergo Six Months simple imprisonment and to pay a compensation of Rs.6,00,000/- (Rupees Six Lakhs Only) to the complainant Under Section 357 of Cr.P.C within one month and in default of payment of compensation the accused shall Undergo a further period of two months simple imprisonment.
16.	Service of copy of judgment or finding on accused	Yes
17.	Explanation of delay	The complaint was filed on 29.01.2014 and the case was taken on file by this court on 24.03.2014 and the Judgment is pronounced on 27.03.2026. The reason for delay is due to non execution of warrant against accused.
20.	Date of questioning U/s.251 of Cr.P.C	18.08.2025
20.	Date of Examination of accused U/s.313(1)(b) of Cr.P.C	05.02.2026
21.	Miscellaneous petition and their result	i) Petition u/s.70(2) Crpc/72(2) BNSS filed by the accused in M.P.No.3/2026, dated.07.08.2025 and the same was allowed. ii) Petition u/s.311 Crpc/348 BNSS filed by the accused in CrI.M.P.No.842/2025, dated.06.10.2025 and the same was allowed on



		08.10.2025 iii) Petition u/s. 70(2) Crpc/72(2) BNSS filed by the accused in M.P.No.9/2026, dated.29.01.2026 and the same was allowed. iv) Petition u/s.45 Indian Evidence Act filed by the accused in CrI.M.P.No.101/2026, dated.24.02.2026 and the same was dismissed on 05.03.2026.
22.	Date of Examination Chief and cross	Chief : PW1- 15.09.2025 Cross: PW1 – 01.12.2025
23.	Details of abscondence of accused and his appearance / production	i) Bailable warrant issued against accused on 29.04.2014 and the said warrant was converted to NBW on 24.07.2023 to 07.08.2025 and he has appeared before this court on 29.01.2026 and recalled warrant. ii) Non Bailable warrant issued against accused on 20.01.2026 to 29.01.2026 and he has appeared before this court on 29.01.2026 and recalled warrant.

This case came up for final hearing before this court on 16.03.2026 in the presence of Thiru.S.Hariharan, Learned counsel for the complainant and Thiru.Nambu Marimuthu, Learned counsel for the accused. After having perused the records of the case, and hearing both sides and having stood over for consideration till this day, this court delivers the following:

Judgment

1. The case of the complainant:-

The Case of the Complainant in brief is that complainant and accused are well known to each other and the accused has sought for loan of amount of Rs.6,00,000 on 17.11.2013 and on the same day the complainant has given a loan amount of Rs.6 lakhs in his home situated in Rameswaram Muthuramalingam Nagar. The accused has issued a post dated cheque no.689692,



dated.17.12.2013 of Rameswaram Branch, Dhanalakshmi Bank for Rs.6,00,000/-. The complainant states that as per the instruction of accused the complainant presented cheque on 17.12.2013 through state bank of India Rameswaram Branch. But the same got returned on same day with return memo stating “Funds Insufficient”. Then the complainant has issued a statutory legal notice dated.30.12.2013 and the same was delivered on accused on 01.01.2014. In spite of which the accused has failed to settle the amount. Hence the present complaint filed under section 138 of NI Act.

2. Cognizance and Stages of the case :-

After recording the sworn statement of the complainant and also on perusal of documents having found a prima facie case against the accused this court took cognizance of the offence u/s.138 NI Act against the accused on 24.03.2014 and summons was ordered to be issued to accused. It is important here to state briefly as to stages of case to better understand the facts and evolution of the case. The summons was served to the address of the accused and AD card received on 03.04.2014. Considering absence of accused bailable warrant issued on 15.04.2014 against accused and pending till the date 18.03.2024. On which date this court considering inaction have issued NBW against accused. Subsequently on 07.08.2025 accused having voluntarily surrendered, recalled NBW. Complainant has examined himself as PW1 on 15.09.2025 and filed his proof affidavit in lieu of chief examination and through PW1 Exhibits P1 to P6 were marked. His testimony in chief examination was replica of the complaint on 15.09.2025, PW1 not cross examined and submitted that settlement is being initiated and is in progress. Considering inaction as to any settlement as submitted and counsel of accused being not ready to cross PW1, the cross examination closed and then case posted for questioning u/s.313 Crpc on 26.09.2025. The counsel



of accused has filed petition u/s.348 BNSS to recall PW1 and same was allowed. On representation as to settlement the case was referred to mediation on 13.10.2025 and same was returned as 'not settled'. The PW1 was cross examined on 01.12.2025. The accused has again absconded and NBW issued on 08.12.2025 and same was pending till 29.01.2026. The accused for 2nd time has voluntarily surrendered and NBW was recalled. The accused was questioned u/s.313 Crpc on 05.02.2026 and submission of the accused were recorded. The accused has not examined any witnesses from his side and the case was posted for Argument. Further the accused has preferred a petition under section 45 Indian Evidence Act alleging that words written on cheque needs to be analyzed through Handwriting expert and same was dismissed by this court in CrI.Mp.No.101/2026 vide order dated.05.03.2026.

3.Submissions:-

The learned counsel for the complainant in his argument submitted that the complainant has established the ingredients of sec 138 of NI Act by examining himself as PW1 and he has marked Exh.P1 to Exh.P6 as detailed below. The counsel of complainant submitted that signature in ExhP1 cheque has been admitted by accused and hence presumption favours complainant and accused has burden of proof to rebut. Also, with regard to contention of the accused that he was not present in Rameswaram during the year 2013, the complainant submits that on FIR in Temple PS in Cr.No.46/2013 and Case CC.No.5/2018 is pending against accused and he has appeared in case. The counsel of complainant has relied upon the following Judgments namely.

- I) BIR SINGH VS MUKESH KUMAR (ABC 2019 (II) 235 SC]
- II) T.NAGAPPA VS Y.R.MURALIDHAR [AIR 2008 SC 2010]
- III) ABINAYA VS VANITHA (Hon'ble High Court of Madras in CrI.R.C(MD).No.60/2024 to fortify his submissions.



4. Per contra, the learned counsel for the accused in his argument contented that the complainant is not entitled for the presumptions under NI Act as the complainant has contradicted his averments in complaint as to place of issue of cheque as Pw1 has stated in cross examination that he has received Exh.P1 cheque in the house of accused. Further contended that ink difference exists in the words written in cheque and same admitted by PW1 in his cross. Another defence is that statutory notice has not been served as AD card not filed from the side of the complainant. Further relied upon Judgment of Hon'ble S.C in RANGAPPA VS SRI MOHAN [AIR 2010 SC 1898] to substantiate that consideration not passed and hence by preponderance of probabilities accused has rebutted the presumption as to non existence of consideration.

5. Appreciation of Evidence and Discussion:

5.1. Now the point for determination before this court is whether the complainant had established a case against the accused under section 138 of the N.I.Act beyond any doubts, so as to punish the accused for the same?

5.2. This court have carefully perused the records and the materials available in the case bundle. For properly appreciating the facts of the case and the legal aspects to be determined, a reference is necessary to the relevant statutory provisions. The following are the essential ingredients for constituting the offence u/s.138 N.I. Act:

(i) Person must have drawn a cheque on an account maintained bank for payment of certain amount of money to another person from out of that account.

(ii) The cheque should have been issued for discharge, in whole or in part, of any debt or other liability.



(iii) That cheque has been presented to the bank within a period of Three months from the date of which it is drawn or within the period of its validity whichever is earlier;

(iv) That cheque is returned by the bank unpaid, either because of the amount of money standing to the credit of the account is insufficient to honour the cheque or that it exceeds the amount arranged to be paid from that account by an agreement made with the bank;

(v) The payee or the holder in due course of the cheque 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 30 days of the receipt of information by him from the bank regarding the return of the cheque as unpaid;

(vi) The drawer of such cheque fails to make payment of the said amount of money to the payee or the holder in due course of the cheque within 15 days of the receipt of the said notice. It is only when all the above- mentioned ingredients are satisfied that the person who had drawn the cheque can be deemed to have committed an offence under Section 138 of the Act. In the present case, the Complainant has proved the above- mentioned ingredients.

6. The Act raises two presumptions in favor of the holder of the cheque i.e. the Complainant in the present case; firstly, in regard to the passing of consideration as contained in Section 118 (a) and, secondly, a presumption that the holder of cheque received the cheque of the nature referred to in Section 138, for discharge in whole or in part, of any debt or other liability. For the offence under Section 138 of the Act, the presumptions under Sections 118 and 139 have to be compulsory raised as soon as execution of cheque by accused is admitted or proved by the complainant and thereafter burden is shifted to accused to prove otherwise. These presumptions shall end only when the



contrary is proved by the accused, that is, the cheque was not issued for consideration and in discharge of any debt or liability etc. A presumption is not in itself evidence but only makes a prima facie case for a party for whose benefit it exists. The presumptions under section 118 and 138 are rebuttable in nature as held Hiten P. Dalal (Vs) Bratindranath Banerjee [(2001) 6 SCC 16]:

“Section 118(a) and section 139 of the Act read as under: Sec.118. Presumption as to Negotiable Instruments: - Until the contrary is proved, the following presumptions shall be made:

(a) of consideration-that every negotiable instrument was made or drawn for consideration, and that every such instrument, when it has been accepted, indorsed, negotiated or transferred, was accepted, indorsed, negotiated or transferred for consideration; Sec. 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, of any debt or other liability.”

7. As has been observed by the Hon’ble Supreme Court in Rangappa (Vs) Sri Mohan, [AIR 2010 SC1898] that, “Once the cheque relates to the account of the accused and he accepts and admits the signatures on the said cheque, then initial presumption contemplated under Section 139 of the Negotiable Instruments Act has to be raised by the Court in favour of the Complainant” in the present case accused had not denied that cheque in dispute EX.P1 was drawn from the account of the accused and had not denied the signature in the cheque Ex.P1 is that of him. It is also evident from the averments in section 45 Indian Evidence Act petition filed by accused in CMP.101/2026



that the accused has voluntarily admitted his signature in the Exh.P1 cheque.

8. Thus, as soon as the facts required to form the basis of a presumption of law exist, no discretion is left with the court but to draw the statutory conclusion, but this does not preclude the person against whom the presumption is drawn from rebutting it and proving the contrary. The rebuttal does not have to be conclusively established but such evidence must be adduced before the court in support of the defence that the court must either believe the defence to exist or consider its existence to be reasonably probable, the standard of reason ability being that of the prudent man. The same was affirmed by the Hon'ble Supreme Court in *Krishnajanardhan Bhat vs.Dattatray G.Hegde* [2008CrI.L.J. 1172].

9. Now this court is duty bound to consider whether the accused had rebutted the presumption raised infavour of the complainant?

10. The prime contention of the accused is that alleged cheque Exh.P1 has been given as security by mother of accused. It is seen from the records that accused during the cross of the Pw1 had suggested above defence. To the above suggestion the Pw1 has stoutly denied the same and has stick on to the version of case as per complaint that complainant has advanced loan the sum of Rs.6 lakhs to accused and only for that accused gave the disputed cheque. When it's defence of accused that Exh.P1 was given for amount that is advanced as loan to his mother then the burden is cast upon the accused to establish said fact by letting in acceptable evidence at 1st phase. But in this case accused has not submitted any evidence as to above contention. Except the suggestion put to Pw1 no evidence exists come to conclusion even by way of preponderance of probabilities the above said version as pleaded by defence is probable one.



11. It is well established principal of law that mere suggestion to the witness would not amount to proof of the said suggestion, unless and until the same was proved by any acceptable evidence on record and this court would lend support of the following Judgment. In "V.S.Yadav Vs. Reena. "Crl. A.No.1136 of 2010 passed by Hon'ble High Court of Delhi, Hon'ble Court Observed at para 5 that "Mere suggestion to the witness that cheques were issued as security or mere explanation given in the statement of accused that the cheques were issued as security does not amount to proof".

12. In Sripati singh Vs. State of Jharkhand 2021 SCC Online 1002, Our Hon'ble Apex Court held that, " There is no hard and fast rule that a cheque issued as security can never be presented by the drawee or payee. If in a transaction, the borrower agrees to repay the amount in a specified time frame and issues a cheque as security to secure such payment, if such amount is not repaid in any other form before the due date or if no other understanding or agreement between the parties to differ the payment of amount, the cheque which is issued as security would mature for presentation and the drawee of the cheque would be entitle to present the same. On such presentation if the same is dishonoured, the consequences contemplated U/s.138 and other provision of NI Act would flow.

13. The above dictum is squarely applicable to the present case. The defence that amount has been given as loan to mother of the accused and Exhibit P1 is security cheque was used by the complainant to file the present case is liable to be rejected. Even for sake of argument assuming that accused has given Exhibit P1 cheque that relates to his account as security still the accused is liable .



14. Another contention is that complainant has filed complaint has filed complaint stating that accused has issued Exh.P1 cheque in house of complainant however in cross Pw1 has stated that cheque has been given by accused in accused house. This court opines that when the signature of cheque has been admitted and other facts and circumstances corroborates the case of complainant, the above said contradiction which is minor in nature cannot discredit the testimony of complainant fully.

15. In **Rakes and others Vs state of Uttarpradesh** it's held that "Minor contradiction which do not go to the root of matter are not material contradiction, the evidences of witnesses cannot be brushed aside. Minor contradictions are found to appear in statement of witnesses as memory sometimes plays false. This court finds that complaint filed by year 2013 and PW1 deposed in chief on 15.09.2025 and cross examination alone on 01.12.2025 after lapse of 12 years. Hence such minor contradictions may normally arise considering the power of memory of human and this contention of accused as to contradiction in place of issuance of cheque is liable to be rejected as it doesn't discredit evidence of PW1 by preponderance of probability.

16. Another contention is that accused was not in Rameswaram during the year 2013 and hence on 17.12.2013 cheque could not have been issued and by 30.12.2013 statutory legal demand notice could not have been received by accused. With regard to same this court finds that FIR in temple P.S. CrNo.46/2013 was registered against this accused and others on 24.03.2013. Wherein date of occurrence is 24.03.2013. Further accused has appeared in CC.No.5/2018 in this court as to same. Hence the contention that during year 2013 accused was not in Rameswaram doesn't stand good and doesn't affect case of complainant.



17. With regard to contention that statutory demand notice sent by complainant was not received by accused, this court finds through Exh.P6 legal notice was delivered on 01.01.2014. As per sec 114 of Indian Evidence Act, it is presumed that notice would have been delivered at address of accused. Also sec 27 of General Clauses Act gives rise to presumption that service of notice has been effected. When it is sent to correct address by registered post. Hence by imposing sec 114 of IE Act and Sec 27 of General Clauses Act the service of legal notice is deemed to have been served of accused as the accused has not come up with any evidence to substantiate that it was not his address. Further it is found that summon has also been effected to same address and mother of accused. Who stood as surety to accused has received same. The accused cannot claim that statutory notice/summon served only on mother as purpose of same is only to inform to pay legally enforceable debt. The accused has not come forward to pay cheque amount even after his appearance in court. This stand supported by following Judgment namely CC ALAVHAJI VS PALAPETTY MUHAMMED AND ANR reported in (2007) 6 SC 555 in para 17. Further, the accused has contended that ink difference exists in the words written in the cheque. This court with regard to the above said contention finds that even a blank cheque leaf voluntarily signed and handed over the accused towards some payment, would attract presumption under section 139 of NI Act. Hence, the holder of the cheque has the prima facie authority to complete the instrument and section 20 Negotiable Instruments Act favours the complainant in this regard. Hence, the above said contention of the accused is also liable to be rejected.

18. In the present case, the complainant successfully proved the ingredients U/s.138 NI Act and the accused miserably failed to rebut the presumptions raised in favour of the complainant. The signature in the disputed cheque was not disputed by the accused. Mere denial of the accused that



the disputed cheque was not given for legally enforceable debt and without any consideration would not fulfill the requirements of rebuttal unless Accused discharged onus by bringing on record such facts and circumstances as to show preponderance of probabilities in his favour. In Sumethi vij Vs. M/s. paramount Tech Fab Industries 9th March 2021 Our Apex Court held as follows: "Mere denial would not fulfill the requirements of rebuttal as envisaged U/s.118 and 139 of NI Act. It is clear that bare denial of the passing of consideration and existence of debt, apparently would not serve the purpose of the accused. Something which is probable has to be brought on record for getting the burden of proof shifted to the complainant. To disprove the presumptions, the accused should bring on record such facts and circumstances, upon consideration of which, the Court may either believe that the consideration and debt did not exist or their non-existence was so probable that a prudent man would under the circumstances of the case, act upon the plea that they did not exist.

19. From the forgoing discussions, This Court is of considered opinion that the accused had miserably failed to rebut the presumption under the Negotiable Instruments Act and he has failed to establish probable defence and had failed to discharge the burden upon him. This Court is of the considered view that the complainant had fulfilled the basic ingredients of Section 138 Negotiable Instruments Act and the charge against the accused was proved by the complainant beyond any doubt.

20. Decision:

In the result, the accused is found guilty Under Section 255(2) Cr.P.C for the offence Under Section 138 Negotiable Instruments Act and convicted and sentenced to undergo Six Months simple imprisonment and to pay a compensation of Rs.6,00,000/- (Rupees Six Lakhs Only) to the complainant Under Section 357 of Cr.P.C within one month and in default of payment of



compensation the accused shall undergo a further period of two months simple imprisonment as default sentence considering the overall facts and circumstances of the case.

Dictated to Typist, typed by her, corrected and pronounced by me in the Open Court on this the 27th day of March, 2026.

**District Munsif Cum Judicial Magistrate,
Rameswaram.**

Appendix – A

Complainant side Witness:

S.No	Rank of Witness	Name of the Witness	Remarks
1.	PW1	V.T.Murugan, S/o.Thangavel	Complainant

Appendix – B

Complainant side Exhibits:

S.No	Exhibit	Description of document
1.	Ex.P1	Dhanalakshmi Bank, Rameswaram Branch Cheque dated.17.12.2013 bearing No.689692 for amount of Rs.6,00,000/-
2.	Ex.P2	Return memo dated.17.12.2013 for the reason insufficient fund.
3.	Ex.P3	State Bank of India Pay in slip dated.17.12.2013.
4.	Ex.P4	Legal notice dated 30.12.2013
5.	Ex.P5	Postal receipt dated.31.12.2013.
6.	Ex.P6	Postal acknowledgment receipt dated. 24.01.2014.



Appendix – C

Material objects - NIL

Appendix – D

Defence side witness: - NIL

Appendix – E

Defence side Exhibits - NIL

Note:

1. No witnesses detained more than three times.
2. The Accused is on bail during the pronouncement of Judgment.

**District Munsif Cum Judicial Magistrate,
Rameswaram.**