

**IN THE COURT OF THE DISTRICT MUNISF CUM JUDICIAL
MAGISTRATE, RANIPET**

Present: **Tmt. S. Poornima, MBA., L.L.M.,**
District Munsif cum Judicial Magistrate, Ranipet

Wednesday, the 25th day of March 2026.

S.T.C No. 508 / 2020

(CNR No. TNRP04-000689-2020)

Complainant	::	M/s. HIQ Leather, Represented by its Managaing Partner, Sivakumar, No.50, SIDCO, Industrial Estate, Sipcot, Ranipet.			
Accused	::	Rajaram, Flat No. 412 Palm Block, Alliance Orchid Springs, Korattur, Chennai-80.			
The period of remand of the accused	::	Nil			
The date of filing of the complaint/final report in the Court	::				
The date of committal of the case to the Court of Session	::	Nil			
The date of questioning of the accused under section 251 of Cr.Pc	::	01.03.2021			
Filing of all miscellaneous petitions and their results including the results on challenge before superior Courts; except routine petitions like petitions under Sec 317 of the Code	::	-			
Date of Examination in-cheif and	::	<table border="1" style="width: 100%; text-align: center;"> <tr> <td>Witnesses</td> <td>Chief</td> <td>Cross</td> </tr> </table>	Witnesses	Chief	Cross
Witnesses	Chief	Cross			

cross-examination of witness		PW1	09.05.2022	04.10.2023
Date of Examination of the accused under Section 313 of the Code	::	25.03.2025		
Details of abscondence of an accused and appearance/production, as the case may be	::	NIL		
Grant of stay by superior courts and the results thereof	::	NIL		
Offence	::	U/s. 138 and 142 of N.I Act		
Accusations against Accused	::	U/s. 138 of N.I Act		
Plea of the Accused	::	Not Guilty		
Finding	::	Found not Guilty		
Sentence	::	In the result, the accused is found not guilty for the offence U/s.138 of N.I. Act, and he is acquitted and the bond is to be cancelled after the appeal period.		

This case has been taken on file of this court for the offence of dishonor of Cheque punishable U/s.138 of N.I Act against the accused and came up before me for final hearing in the presence of Mr.A. Maran, Learned Counsel appearing for the Complainant and Mr.K. Solmuthu Azhagan Learned Counsel appearing for the Accused and this court upon hearing both sides and perusal of the case records and having stood over for consideration till this date, delivers the following:

JUDGMENT

1. The complainant has filed this complaint against the accused under section 138 r/w 142 of Negotiable Instrument Act (hereinafter referred to as N.I Act).

Complaint in Brief:

2. The complainant submits that the accused introduced himself to the complainant as an exporter and importer of finished leather and raw materials. The accused represented that he was a well-connected person in international trade and assured the complainant that he could facilitate export of the complainant's goods worldwide and arrange import of raw materials at competitive prices. Believing the representations made by the accused, the complainant paid a sum of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) in cash on 07.04.2017, and subsequently transferred a sum of Rs. 30,00,000/- (Rupees Thirty Lakhs only) through RTGS to the accused's bank account on 28.02.2018, purportedly for making payments to foreign parties to secure export contracts worth several crores of rupees.

3. In discharge of the said liability, the accused issued a cheque bearing No. 062048 dated 30.09.2019, drawn on his account maintained with Jammu & Kashmir Bank, T. Nagar Branch, Chennai. The complainant presented the said cheque for collection through his banker, M/s. Bank of

India, Ranipet Branch, on 10.12.2019. However, the cheque was dishonoured and returned unpaid on 11.12.2019 with the endorsement “Funds Insufficient”, as per the bank return memo. Upon learning of the dishonour, the complainant issued a statutory legal notice dated 18.12.2019, calling upon the accused to repay the cheque amount within 15 days from the date of receipt of the notice. The accused deliberately refused to receive the said notice, and the same was returned to the complainant on 29.12.2019 with postal endorsement indicating refusal/intimation.

4. Despite the statutory notice, the accused failed to make payment within the prescribed period, thereby committing an offence punishable under Section 138 of the Negotiable Instruments Act, 1881.

Taking Cognizance, Copies and Questioning:

5. A prima facie case having been made out against the accused, this Hon’ble Court was pleased to take cognizance of the offence punishable under Section 138 of the Negotiable Instruments Act, 1881 Section 138. Pursuant to the issuance of summons, the accused appeared before this Hon’ble Court, and copies of the complaint and relevant documents were furnished to him in compliance with Section 204(3) of the Code of Criminal Procedure, 1973 Section 204(3). Thereafter, when the substance

of accusation was explained to the accused, he denied the same and pleaded not guilty.

Complainant side Evidence:

6. As the accused denied having committed the offence, the complainant examined himself as PW1. The chief examination of PW1 was recorded by way of a proof affidavit, which is in the nature of a reiteration of the averments made in the complaint.

On the side of the complainant, the following documents were marked:

- a) The Power of Attorney was marked as Ex.P1;
- b) The original cheque drawn on Jammu & Kashmir Bank, T.Nagar Branch, Chennai, dated 30.09.2019 for a sum of Rs. 72,20,000/- was marked as Ex.P2;
- c) The cheque return memo issued by Bank of India, Ranipet Branch, dated 11.12.2019, was marked as Ex.P3;
- d) The office copy of the legal notice dated 18.12.2019 was marked as Ex.P4;
- e) The returned postal cover with endorsement “refused” dated 29.12.2019 was marked as Ex.P5.

The Complainant side evidence was closed with PW1.

Questioning U/s.313 Cr.P.C and Defence Evidence:

7. On closure of evidence on the side of the complainant, the accused was questioned under section 313(1)(b) Cr.P.C as to the incriminating aspects present against him in complainant side evidence. The accused denied it as ‘false case’.

Points for determination:

8. The point to be determined is :-

i) Whether the accused issued the cheque in question towards discharge of a legally enforceable debt or liability and committed an offence under Section 138 of the N.I Act, 1881?

ii) whether the accused can be said to have discharged his 'evidential burden', to rebut the presumption of law?

Discussion and Decision

9. Heard the rival contentions on both sides and perused the records. Learned counsel for the complainant has argued that the ingredients U/s.138 N.I Act has been complied with in this case and the accused has not denied his signature on the cheque and therefore the complainant has proved his case supported with the cheque in question, return memo, legal demand notice and returned postal cover. He further submits that legal demand notice was duly served upon the accused. Accused has also not taken any plea of defence by way of any reply to legal demand notice. Therefore, the presumptions U/s.118 and 139 of N.I Act exists in favour of the complainant and therefore the complaint to be allowed.

10. Learned counsel for the accused argued that the accused had not received the alleged amount from the complainant and the complainant has

not proved the legally enforceable debt and therefore the presumption is not applicable. The accused counsel also argues that the case was not maintainable as it was filed on the basis of a invalid Power of Attorney, Power of Attorney was executed by a improper person, Ambiguity as to whether the accused is an individual or a firm, Contradiction as to the nature of consideration, Promissory note though alleged to have been executed was not filed in evidence, Statutory notice not served, Cash transaction in excess of Rs.20,000/- was illegal under the Income Tax Act, No contract to pay interest and the false case has been filed due to previous enmity and therefore these aspects show that the case was falsely foisted against the accused.

11. Before getting into the facts of the case let us look into the ingredients of the Section 138 of the Act and the important decisions. According to Section 138 N.I Act the complaint must establish the essential ingredients. The essential ingredients are i) Existence of a legally enforceable debt or liability, ii) Issuance of cheque for discharge of that debt (fully or partly), iii) Dishonour of the cheque by the bank. The additional requirements as per the proviso are i) Cheque must be presented within 6 months or its validity period, ii) A written demand notice must be

sent within 30 days of dishonour, and iii) The drawer must fail to pay within 15 days of receiving the notice.

12. In the present case, the accused has not denied his signature on the present cheque. On careful scrutiny of the complaint relied documents **EX.P1 to EX.P5**, it shows that the statutory requirements under Section 138 of N.I Act is complied with and this complaint is filed within time. The Hon'ble Supreme Court of India in the case of **Uttam Ram Versus Devinder Singh Hudah & Another**, CDJ 2019 SC 1201 held that "A person who signs and issues a cheque is presumed to have issued it towards a legally enforceable debt or liability, and this presumption under Section 139 is very strong. The burden lies on the accused to rebut this presumption with credible evidence."

13. Therefore, the complainant is entitled to rely on the statutory presumptions enshrined under section 118 read with section 139 of N.I. Act. It is further well settled that, the said presumption raised under section 118 and 139 of N.I Act is rebuttable in nature, the accused need not get into the witness box in all circumstances and he can rely upon the materials supplied by the complainant side to rebut the said presumption. The Hon'ble Supreme Court in **Basalingappa Vs. Mudisappa**, 2019 5 SCC 418, wherein it was held that "The presumption under Sections 118(a)

and 139 of the NI Act is rebuttable, and the accused can rebut it by raising a probable defence based on preponderance of probabilities—even without entering the witness box."

14. The standard of proof expected on the defence side is based on the rule of the preponderance of probability, but not on the rule of beyond all reasonable doubts. So, the accused in a cheque complaint can very well rebut.

15. The Supreme Court judgment in **Bir Singh vs. Mukesh Kumar (reported in (2019) 4 SCC 197)** is a landmark ruling under the Negotiable Instruments Act, 1881, particularly on blank cheques and presumption of liability. Even a blank cheque, if voluntarily signed and handed over by the drawer, attracts the presumption under Section 139 of the NI Act, and the holder can fill in the details. The accused remains liable unless the presumption is rebutted.

16. Now, let us peruse the material on record to analyse whether the accused has raised a probable defence complying the standard of proof of preponderance of probability, so as to shift the burden of proof to the complainant.

17. The complainant has discharged his initial onus of proving the essential facts underlying the offence under Section 138 of the NI Act; and

the signature on the cheque (Ex P1) was not denied by the accused and, hence the statutory presumption under Section 139 NI Act raises; and the onus of rebutting the presumption lies on the accused and the said onus is to be discharged by raising a 'probable defence' creating a doubt as to the existence of a legally enforceable debt. Once the presumption operates, the onus rests on the accused to prove the non-existence of debt/liability. In this regard, it is always open to the accused to rely on the materials produced by the complainant for disproving the existence of a legally enforceable debt or liability.

18. Further, the accused has not taken his defence at the earliest point of time by way of reply notice and has also stated merely as false case during his first questioning in court.

19. Bearing in mind the presumption in favour of the complainant, we shall examine the defences raised by the accused to assess whether they are probable.

20. Firstly, the accused questions the validity of the Ex.P1 Power of Attorney as it is executed on a plain paper without stamp and by a third person who is not a partner of the complainant company. Secondly, he also contends that the Power of Attorney was not executed by an authorised person. The Ex.P1 Power of Attorney shows that it has been executed by

one Jothi as a partner to the complainant firm authorizing her husband Sivakumar(PW1) being the Managing Partner of the firm, to conduct the cheque dishonour case against the accused Rajaram.

21. It is pertinent to note that in his cross examination PW1 when asked as to when was the complainant firm established and where was it registered, PW1 has answered that his firm is a partnership firm and he does not remember when it was established and where it was registered. PW1 further has stated that there were three partners in his firm viz., himself and his two sons Vivek and Vishveshwaran and presently they do not continue as the partners.

22. The extract of the same is " அந்த பங்குதாரர் நிறுவனத்தில் எத்தனை பேர் பங்குதாரர்களாக இருந்தார்கள் என்றால் 3 பேர் இருந்தார்கள். தற்போது அந்த 3 பேர் தொடர்கிறார்களா என்றால் இல்லை. அந்த 3 பெயர்களின் பங்குதாரர்கள் யார் என்றால் நான் என்னுடைய மகன்கள் விவேக் மற்றும் விஸ்வேஷ்வரன்"

23. The validity of Ex.P1 raises 3 legal issues viz., stamp requirement, authority of the executant, and status of the person (non-partner). A Power of Attorney executed on unstamped paper is inadmissible under the Indian Stamp Act unless duly stamped with penalty. Further, if executed by a person who is neither a partner nor authorized by the firm, it

is void for want of authority and has no legal effect. Likewise, as Ex.P1 has not been sufficiently stamped and as there is no clarity as to who are the present partners of the firm and whether the wife of PW1 had any authority to execute the Power of attorney and therefore, the Ex.P1 is inadmissible in evidence and the complaint has been filed without authority.

24. Thirdly, the defence taken is that there is ambiguity as to whether the firm or the individual is the accused. It is argued that the complaint is clear on who is the payee and ambiguous about who is the payer. Though the complainant has filed the case against the accused alone, during his cross examination he has stated that the Ex.P2 cheque was issued by the accused on behalf of his firm.

25. At this point it is vital to refer to the case **Dhanasingh Prabhu V. Chandrasekar** (2025 INSC 831), wherein the Supreme Court ruled that a cheque bounce complaint under Section 138 of the NI Act is maintainable against partners even if the partnership firm is not named as an accused. The Court held that a partnership is not a separate legal entity, making partners personally liable. The defence taken by the accused is not that the firm was not impleaded as a party, but the inconsistency in the plea of the complainant as to whether the cheque was issued in his individual capacity of the accused or as a representative of the firm. Therefore, the unclear

contention of the accused as to on what capacity, whether individual or as a representative the cheque was issued is also making the complainant's case weak.

26. The fourth defence raised is that contradictory versions as to the nature of transaction, has been taken by the complaint making the complainant case weaker. The counsel for the accused pointed out contradictions regarding the purpose of payment, viz., for purchase of wet leather; and for facilitating export of goods. PW1 in his complaint has stated that the amount was given to the accused for facilitating the marketing of the complainant firm, whereas during his cross examination PW1 has contrastingly stated that he ordered for purchase of wet leather on 17.07.2017 and had paid Rs.25,00,000/- in cash. When asked about the purchase order details PW1 has stated that such system was not followed.

27. A transaction involving the purchase of goods (such as wet leather) without a formal Purchase Order (PO) and paying in cash without receiving a receipt is highly suspicious and is unbelievable. Such transaction lacks the necessary documentary evidence required to prove the existence of a valid contract or the transfer of funds, especially when such a substantial sum has been involved.

28. The complainant in the beginning of his cross examination stated that he gave the amount for purchase of wet leather to the accused and later when his attention was drawn to the contention in his proof affidavit that the amount was paid for marketing in foreign countries and also to receive expensive chemical products, he admits the same saying that in the beginning he had paid for that only.

29. The extract of the same is " உங்களுடைய புகாரிலேயோ வழக்கறிஞர் அறிவிப்பிலேயோ தோல் சப்ளை செய்வதற்காக தான் எதிரிக்கு நீங்கள் 25 லட்ச ரூபாய் கொடுத்ததாக குறிப்பிடவில்லை என்று சொன்னால் இல்லை நான் குறிப்பிட்டிருக்கிறேன். உங்களுடைய பிரமாண வாக்குமூலத்தில் நீங்கள் உங்களிடம் இருக்கக்கூடிய தோலை வெளிநாட்டில் விற்றுக்கொடுப்பதற்காகவும் வெளிநாட்டில் இருக்கக்கூடிய விலை உயர்ந்த ரசாயனப் பொருட்களை உங்களுக்கு பெற்றுதருவதாகவும் அதற்காக தான் நீங்கள் எதிரியிடம் 25 லட்ச ரூபாய் பணம் கொடுத்ததாக குறிப்பிட்டுள்ளது பற்றி கேட்டார் ஆமாம் அவ்வாறு கேட்டு தான் அவர் பணம் பெற்றார்."

30. The fifth defence is that though it has been averred by the complainant that a promissory note was also executed by the accused while issuing the alleged cheque in the complaint, the same was not filed in this case. It is also imminent to note that in his cross examination the complainant has stated that 'may be' a promissory note was given. Such vague answer of the PW1 also is not proper. PW1 has also admitted to the suggestion of the accused counsel that only when the promissory note is filed, the actual amount due by the accused would be known.

31. The extract of the same is "இதே வழக்கில் ராமச்சந்திரன் வழக்கறிஞர் மூலமாக அறிவிப்பு அனுப்பி உள்ளீர்கள் என்றால் ஆமாம். அந்த வழக்கறிஞர் அறிவிப்பு ஏற்கனவே பு.சா.ஆ.4 ஆக குறியீடு செய்யப்பட்டுள்ளது. அந்த அறிவிப்பில் எதிரி உங்களுக்கு காசோலை கொடுத்தார். எந்த தேதியில் கடனுறுதி ஆவணம் எழுதிக்கொடுத்தார் என்று குறிப்பிட்டு சொல்லவில்லை என்றால் ஆமாம். அந்த கடனுறுதி சீட்டை வழக்கில் ஆவணமாக தாக்கல் செய்யவில்லை என்று சொன்னால் எனக்கு சரியாக தெரியவில்லை. அந்த கடனுறுதி சீட்டை தாக்கல் செய்தால் தான் எதிரி உங்களுக்கு எவ்வளவு

பாக்கி வைத்திருக்கிறார் என்ற முழு விவரமும் தெரியும் என்றால் ஆமாம்."

32. Moreover, though a complaint has been filed by the complainant company represented by its partner, the legal notice has been issued by Sivakumar in his individual capacity and not as a representative of his firm.

33. The sixth defence taken by the accused counsel is that the Legal notice was not duly served upon the accused, as the same was returned as 'Door Locked'. It was falsely alleged that the notice was 'refused' by the accused to show it as deemed served. But it is worth noting that the EX.P5 RPAD cover returned as 'Door Locked' carries the same address as mentioned in the complaint. Therefore, the claim that the notice was unserved does not stand.

34. The seventh defence that the Cash Transaction Beyond Rs.20,000/- violates provisions of income tax law may entail separate consequences but cannot be a ground for acquittal. The eighth defence of Non-filing of Income Tax Returns alone is not insufficient to discredit the complaint when the statutory presumption remains unrebutted.

35. The ninth defence is the discrepancy in the 'Interest' as no agreement with regard to the same has been produced. The non-mentioning

of the interest cannot be in itself be a ground to dismiss a cheque complaint, when there is clarity as to the calculation of the cheque amount. It is the case of the complainant that he had lent an amount of Rs.25,00,000/- by way of cash and later he again lent Rs.30,00,000/- by way of RTGS and further and the accused has issued a cheque for Rs.72,20,000/-. When questioned as to how the amount of Rs.72,20,000/- was arrived between them, the complainant has stated that the accused had only calculated and issued the cheque for Rs.72,20,000/-.

36. The extract of the same is "அந்த தொகையை எவ்வாறு வரையறுக்கப்பட்டது என்றால் அது எனக்கு தெரியாது எதிரி தான் அந்த தொகையை கணக்கு செய்து கொடுத்தார். ஆனால் உங்கள் வாதப்படி 25 லட்சம் மற்றும் 30 லட்சம் தொகை தான் எதிரி உங்களிடம் பெற்றிருந்தார் எனவே மொத்தமாக ரூ 55 லட்சம் தான் கொடுக்க வேண்டும் என்று சொன்னால் எதிரி தான் அந்த தொகையை கணக்கிட்டு கொடுத்தார்."

37. Such answer of the complainant that he did not know as to how an amount was arrived for issue of the alleged cheque is unacceptable. When the complainant says there was a business transaction between them either it be marketing contract or a purchase of wet leather contract, there

should be clear narration as to the calculation as to the cheque amount. Such vague answer of the complainant that he did not as to how the cheque amount was arrived by the accused challenges the veracity of the claim.

38. The tenth defence is as to whether the complainant has the financial capacity to lend such huge amounts. Mere raising of such a defence cannot be considered as probable. PW1 when was questioned as to whether accounts was maintained for the complainant company, PW1 has affirmed it and further stated that the accounts for the said Rs.25,00,000/- was with his auditor. Then again when asked whether the same was entered in his company's account, he has stated that it was not entered as generally cash transactions were not entered.

39. The extract of the same is " HIQ Leather நிறுவனத்தில் வரவு செலவு கணக்குகளை நீங்கள் முறையாக பராமரித்து வருகிறீர்களா என்றால் ஆமாம். அதிலிருந்த வரக்கூடிய வருமானத்திற்கு கணக்காயர் மூலமாக வருமானவரித்துறைக்கு வரி செலுத்தி வருகிறீர்களா என்றால் ஆமாம். ஆவணத்தில் ரூ25 லட்ச ரூபாய் கொடுத்ததற்கு குறிப்பு வைத்துள்ளீர்களா என்றால் என் ஆடிட்டரிடம் இருக்கும். கணக்கு புத்தங்களை எல்லாம் கேட்டு எதிரிதரப்பு வழக்கறிஞர் உங்களுக்கு அறிவிப்பு அனுப்பி

இருந்தார் என்றால் ஆமாம் அதற்கு நாங்களும் பதில் அனுப்பி இருக்கிறோம். 2017-2018 வருட கணக்கு புத்தகத்தை பார்த்தால் எதிரிக்கு நீங்கள் கொடுத்ததாக சொல்லும் ரூ.25 லட்ச ரூபாய் பணம் குறிப்பிடப்பட்டிருக்கும் என்று சொன்னால் ரொக்கமாக கொடுக்கும் தொகையை Cash புக்கில் குறிப்பிடுவதில்லை."

40. When the complainant was asked as to why he had lent an additional amount of Rs.30,00,000/- when he alleges that the accused had not returned/ supplied the goods for the amount paid in the first instance, PW1 has stated that the accused had threatened that only when the further amount was paid, the leather would be supplied. He also admits that there was not written agreement as to this transaction.

41. The exact of the same is "அவ்வாறு எதிரி தோலை சப்ளை செய்யாத போதும் நீங்கள் அவருக்கு பணம் கொடுத்ததாக சொல்கிறீர்கள் என்றால் நான் கொடுத்தால் தான் தோல் கொடுப்பேன் என்றார். எதிரி 25 லட்ச ரூபாய்க்கு தோல் சப்ளை செய்யாதபோது மீண்டும் எவ்வாறு அவருக்கு பணம் கொடுத்தீர்கள் என்றால் அந்த பணத்தை கொடுத்தால் தான் தோல்கள் கிடைக்கும் என்று சொன்னார் அதனால் தான் கொடுத்தேன்.

எதிரிக்கும் உங்களுக்கும் மேற்சொன்ன பரிவர்த்தனை குறித்து எழுத்துப்பூர்வமான ஒப்பந்தம் ஏதாவது உள்ளதா என்றால் இல்லை." The complainant has not given a proper explanation as to why he had further sent money to the accused without any documentation when the accused had failed to keep up his promise of supplying goods for the earlier payment.

42. Later, PW1 the complainant has admitted the suggestion that he did not have the income and expenditure accounts with him, which shows that the accused was due to him Rs.72,20,000/- to the accused. The extract of the same "உங்கள் வரவு செலவு கணக்கில் எதிரி ரூபாய் 72,20,000/- கொடுக்கவேண்டும் என்று எந்த குறிப்பும் இல்லை என்றால் ஆமாம். எதிரி காசோலையை தவிர பாண்டு எதுவும் எழுதி கொடுத்தாரா என்றால் கொடுத்திருக்கலாம் அந்த பாண்டு எப்போது கொடுத்திருக்கலாம் என்றால் அது எனக்கு சரியாக ரூபகமில்லை ".

43. The eleventh defence is that of previous enmity as to which this case was filed against the accused. During his cross examination, the complainant admits that there was a complaint with Chennai District crime branch with respect to the present transaction and as per their direction this

present case was filed. Then again a complaint was filed with the District crime branch for having lent another Rs.25,00,000/- to the mother-in-law of the accused and there was not connection between the accused and that transaction with his mother-in-law. The complainant then states that the accused was also added as a party to the case connected to his mother-in-law, though he was not a part of the transaction. The complainant agrees that the accused name was added as his mother-in-law was not to be found. As both the accused and the complainant admit that both the cases are different, the same cannot be taken adverse to this present case.

44. From the above said discussion this court opines that the accused has raised a probable defence by raising the financial capability of the complainant, to which the complainant has not given a proper explanation. The power of attorney through which the complaint has been filed is not duly stamped and the complaint has no information as to the authority of the person who executed the power of attorney in favour of the complainant. The complaint is also not clear as to for what purpose such a huge amount was paid to the accused and the date on which the transactions took place. The accused though has stated that he had transferred the second amount through RTGS he has not provided any proof for the same.

45. For the aforesaid reasons this court is of the view that the accused has raised a probable defence and the burden shifted on the complainant and the complainant has failed to prove the legally enforceable debt.

Finding

46. This Court holds that the complainant has not proved the case beyond reasonable doubt when the burden was shifted on him on account of the accused having probalised his defence.

47. For the aforesaid reason, this court is of the view that the complainant has not proved his case and the accused has raised a probable defence which satisfies the standard of preponderance of probability.

In the result, the accused is found not guilty for the offence U/s.138 of N.I. Act, and he is acquitted and the bond is to be canceled after the appeal period.

This judgment dictated by me, directly typed by Typist, corrected and pronounced by me in the open court on 25th day of March 2026.

**District Munsif cum Judicial Magistrate,
Ranipet.**

List of prosecution side witnesses:

1. PW1 Sivakumar,

List of prosecution side Exhibits:

1. EX.P1 The Power of AttorneyCheque
2. EX.P2 Original returned cheque bearing No: 062048, dated: 30.09.2019
3. EX.P3 Return memo of Bank of India, Ranipet. Dated: 11.12.2019
4. EX.P4 Office copy of the legal notice dated 18.12.2019
5. EX.P5 Refused postal Cover of accused dated 29.12.2019

List of Defence side Witnesses :

Nil

List of Defence side Exhibits:

Nil

**District Munsif cum Judicial Magistrate,
Ranipet.**

Note:

1. Accused appeared on summons.
2. No witnesses were detained without examination and not called beyond a period of 3 days.
3. The disposal of case was intimated to the complainant.