

**IN THE COURT OF JUDICIAL MAGISTRATE  
DEVAKOTTAI**

**Present:** Selvi.D.Poornima, B.A.B.L.(Hons.),LL.M.,  
Judicial Magistrate, Devakottai.

Thursday, the 12<sup>th</sup> day of March 2026

**CC No.118/2020**

Subburayan,

S/o.Periyasamy.

.....Complainant

Vs

Muruganantham,

S/o.Subbaiya,

.....Accused

SL.No.	DESCRIPTION	DETAILS
1.	Serial Number of the Case	C.C. No.118/2020
2.	Date of the complaint	28/06/2019
3.	Details of the complainant	Subburayan, S/o. Periyasamy, Sevanthankottai Village, Maviduthikottai Post, Devakottai Taluk, Sivagangai District.
4.	Details of the accused	Muruganantham, S/o.Subbaiya, 4/8 North Seiyanenthal, Maviduthikottai Post, Devakottai Taluk, Sivagangai District.
5.	The plea of the accused	Pleaded not guilty

6.	The sentence	<p><b>In result, the accused is found guilty of the offence under section 138 of the Negotiable Instruments Act and is convicted under section 255 (2) of Cr.P.C and sentenced to undergo simple imprisonment for a period of 6 months and the accused is directed to pay a compensation of Rs.3,75,000/- (Rupees Three Lakhs Seventy five thousand only) to the complainant under section 357 (3) of Cr.P.C within 3 months from the date of the judgment and in default of payment of compensation, the accused shall undergo simple imprisonment for a further period of 2 months.</b></p>
7.	The date on which the proceedings terminated	11.03.2026
8.	The Period of Remand of the Accused	Not remanded
9.	The date of questioning of the accused U/s.228, 240, 246 and 251 of Cr.P.C	17/02/2026

10.	Filing of all miscellaneous petitions and their results including the results on challenge before superior Courts: except routine petitions like petitions U/s.317 of the Code.	<p>Petition is allowed. Petition U/s.70(2) Crpc. filed and numbered as Crl.mp.1482/2023 on 17/03/2023.</p> <p>Humble surrender petition filed and numbered as Crmp. 1483/2023 on 17/03/2023.</p> <p>Advance hearing Petition filed and numbered as Crmp.1484/2023 on 17/03/2023.</p> <p>Petition is allowed. Petition U/s.70(2) Crpc. filed and numbered as Crl.mp.6518/2023 on 23/11/2023.</p> <p>Humble surrender petition filed and numbered as Crmp. 6519/2023 on 23/11/2023.</p> <p>Advance hearing Petition filed and numbered as Crmp.6520/2023 on 23/11/2023.</p>
6.	Date of examination in Chief and Cross- examination of a witness	<p>Chief Examination of PW1- 12/02/2021 Cross Examination of PW1- 23/10/2021</p> <p>Chief Examination of PW2- 16/04/2024 Cross Examination of PW2- No cross</p> <p>Chief Examination of PW3- 03/09/2025 Cross Examination of PW2- No cross</p>
7.	Date of examination of the accused U/s.313 of the Code of criminal procedure 1973	24/09/2025

8.	Details of abscondence of an accused and his appearnace/production, as the case may be	-----
9.	Grant of stay by superior Courts and the results	-----

This case came up for final hearing on 11.03.2026 in the presence of Thiru. S. Balasubramaniyan, learned counsel for the complainant and Thiru. C.Manikandan, learned counsel for the accused. Upon hearing the arguments of the learned counsels on both the sides and on perusal of the written arguments filed on the side of complainant, and on perusal of the materials on record and having stood over for consideration till this day, this court delivers the following,

### **JUDGMENT**

1. This complaint has been filed under section 200 of the Code of Criminal Procedure read with sections 138 and 142 of the Negotiable Instruments Act.

#### **2. The averments in the complaint in brief:-**

The complainant and the accused are well acquainted each other as they belong to the same place. Therefore the accused used to receive small amounts as hand loan for his immediate and essential needs and used to repay it. In that way the accused had already borrowed Rs. 2 lakhs and in order to call upon the accused to repay the above Rs. 2 lakhs with interest, an advocate notice dated 07/04/2016 was sent to the accused. Upon receipt of the notice the accused was paying only the interest amount. On 23/12/2016 the accused paid Rs. 10,000/- by way of postal cheque through his post office account no. 3278743327. Further on 20/08/2017 the accused

paid Rs. 5,000/- in cash and on 14/09/2017 the accused paid Rs. 3,000/- in cash towards interest. Thereafter the accused calculated the remaining interest amount and paid it to the complainant and on 27/12/2018 received back the pronote already given. The principal amount of Rs. 2 lakhs remained as outstanding balance. In addition to the above loan amount, on 27/12/2018 itself the complainant borrowed another Rs. 50,000/- for his urgent needs and to settle some small loans and agreed to pay the entire Rs. 2,50,000/- within 3 months in the presence of the witnesses and gave the complainant a post-dated cheque dated 04/03/2019 in cheque no. 284867 for a sum of Rs. 2,50,000/- drawn over Canara Bank, Devakottai Branch. As per the instructions of the accused on 08/03/2019 the complainant submitted the above cheque for encashment in his bank account in Indian Bank, Devakottai Branch. The above cheque was returned on 22/03/2019 with the endorsement return reason: 37 present in proper zone. Again on 15/04/2019 the complainant produced the above cheque in Indian Bank, Devakottai Branch for encashment. The cheque was returned on 24/04/2019 for the reason "Insufficient fund" in the bank account of the accused in Canara Bank, Devakottai Branch. Within 30 days from the above date an advocate notice dated 04/05/2019 was sent to the accused giving him 15 days time. The advocate notice was received by the accused in his permanent address on 07/05/2019. Even thereafter the cheque amount was not repaid and no reply notice was given.

3. Upon receipt of the complaint, after recording sworn statement and upon perusal of complaint and all the records, having found prima facie case against the accused this court has taken cognizance on 04/12/2020 and has issued summons to the accused. Thereafter, on 17.02.2026 substance of accusation was explained to the accused U/s.251 Cr.P.C and the accused denied it as false case and claimed to be tried.

#### **4. Evidence adduced by the complainant**

The complainant has examined himself as PW1 and Ex P1 to P7 were marked on the side of the complainant and one Tmt. Pilomina Sangeetha W/o. Durai Arokiya Raj was examined as PW2 and Ex P8 was marked through her. One Thiru. Akil J Vijayan was examined as PW3 and Ex P9 was marked through him.

5. The incriminating circumstances arising in the evidence let in by the complainant against the accused was put to him in questioning U/s.313(1)(b) Cr.P.C and the accused denied the evidences against him as false evidence and claimed to have no evidence on his side.

**6.Points for determination :**

Whether the complainant has proved the guilt of the accused of the offence under Sec.138 of the Negotiable Instrument Act, 1881 beyond all reasonable doubts? If so, what is the punishment to be awarded?

7. Heard the learned counsel for both sides and perused the materials on record. Perused the written arguments filed on the side of the complainant.

8. The case of the complainant is that the accused has borrowed a sum of Rs.2 lakhs on 13/04/2014 and thereafter borrowed Rs. 50,000/- on 27/12/2018, and has issued Ex P1 cheque dated 04/03/2019 in cheque No.284867 for a sum of Rs.2,50,000/- in discharge of the above loan amount. From Ex P3 memorandum it is seen that the complainant has submitted Ex P1 cheque for encashment and the same has been dishonoured by the bank for the reason 'funds insufficient' on 24/04/2019. The complainant has issued Ex P4 notice to the accused on 04/05/2019, thus within a period of 30 days from the date of return of cheque. From Ex P5 it is seen that the accused has received the notice and the accused also has not denied the same. This

complaint has been presented by the complainant only on 28/06/2019, clearly after the lapse of 15 days from the date of receipt of the notice.

9. In order to discharge his initial burden, the complainant as PW1 has deposed in favour of the execution of Ex P1 cheque and that the same has been issued in discharge of the liability of the accused incurred towards the loan obtained by him from the complainant. The accused has not specifically denied the signature in Ex P1 in the course of cross-examination of PW1. On the other hand in PW1 cross - examination the accused has admitted that in the year 2011 Rs.50,000/- was borrowed from the complainant and blank but signed pronote and cheque was issued in favour of the loan. Further on perusal of the questioning of the accused under S. 251 Cr.P.C also it is seen that the accused has not raised any specific defence as to the execution of the cheque. Therefore this court finds that PW1 has discharged his initial burden and has proved the execution of Ex P1 cheque by the accused.

10. The execution of Ex P1 cheque having been proved, the presumptions under sections

118 and 139 of the Negotiable Instruments Act,1881 will ensue infavour of the complainant unless rebutted by the accused. In this regard the Hon'ble Supreme Court in Basalingappa v. Mudibasappa, (2019) 5 SCC 418 has held as follows:

*“23. (ii) The presumption under Section 139 is a rebuttable presumption and the onus is on the accused to raise the probable defence. The standard of proof for rebutting the presumption is that of preponderance of probabilities.*

*(iii) To rebut the presumption, it is open for the accused to rely on evidence led by him or the 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.”*

11. In order to rebut the presumption in favour of the complainant U/s 118 and 139 of Negotiable Instruments Act, the accused has raised a defence that Ex P1 cheque and a pronote was issued for the borrowal of Rs.50,000/- from the complainant in the year 2011. It is the further case of the accused that even as per the complainant's case the accused was in default of payment of the earlier loan amount of Rs.2 lakhs and it is unbelievable that the complainant issued a further loan of Rs. 50,000/- to the accused who is already in default of payment of the interest and principal. Such a contention is only based on assumptions and surmises and considering the presumptions U/s 118 and 139, Negotiable Instruments Act, assumptions alone are not sufficient to rebut the presumption. It is pertinent to note that the accused has raised a contention in PW1 cross-examination that the above loan amount of Rs.50,000/- was repaid along with interest, but the complainant did not return the cheque and pronote. However the accused has neither adduced any evidence to prove the above loan of Rs. 50,000/- nor has taken any legal steps for the alleged failure of the complainant to return the cheque and pronote even after repayment of loan amount. Therefore, the defence raised by the accused is not sufficient to rebut the presumption in favour of the complainant. Thus, this court finds that the accused has failed to raise any probable defence and the presumption in favour of the complainant remains un rebutted. In view of the presumptions under section 118 and 139 of the Negotiable Instruments Act, it is held that the cheque has been issued by the accused only in discharge of the legally enforceable debt of Rs.2,50,000/- borrowed by the accused from the complainant. Further it is pertinent to note that even after the institution of this case the accused has not repaid the cheque amount to the complainant till date. Therefore in the light of the discussions made above this court finds that the complainant has proved all the requirements of Sec.138 of

the Negotiable Instruments Act and has thus proved the guilt of the accused beyond all reasonable doubt.

12. With regard to the amount of compensation that has to be paid to the complainant, considering the lapse of period from the date of cheque, the interest it would have given, the rate of inflation and the expenses met by the complainant in the litigation, this court is of the view that Rs. 3,75,000/- should be given as compensation to the complainant.

**13. Decision:-**

**In result, the accused is found guilty of the offence under section 138 of the Negotiable Instruments Act and is convicted under section 255 (2) of Cr.P.C and sentenced to undergo simple imprisonment for a period of 6 months and the accused is directed to pay a compensation of Rs.3,75,000/- (Rupees Three Lakhs Seventy five thousand only) to the complainant under section 357 (3) of Cr.P.C within 3 months from the date of the judgment and in default of payment of compensation, the accused shall undergo simple imprisonment for a further period of 2 months.**

Dictated to the Steno-typist, typed by him directly in computer, then corrected and pronounced by me in the open court on this the 12th day of March 2026.

Judicial Magistrate,  
Devakottai.

**Complainant Side Witness:-**

1. PW1 – Subburayan – Complainant
2. PW2 – Pilomina Sangeetha - Indian Bank branch Manager
3. PW3 – Akil J Vijayan - Canara Bank branch Manager

**Complainant Side Documents**

Ex.P1/ PW1	04/03/2019	Cheque no. 284867	Original
Ex.P2/ PW1	22/03/2019	Return Memo	Original
Ex.P3/ PW1	24/04/2019	Intimation Memo	Original
Ex.P4/ PW1	04/05/2019	Advocate Notice with postal receipt	Office Copy
Ex.P5/ PW1	-	Postal consignment tracking	Original
Ex.P6/ PW1	07/04/2016	Advocate Notice	Office Copy
Ex.P7/ PW1	23.12.2016, 20.08.2017, 24.09.2017	Receipts for the payment of Rs.10,000/-, Rs. 3000/- and Rs.5000/- by the accused	Office copy
Ex.P8/ PW2	-	Statement of accounts in the bank account of Complainant for the period from 01/03/2018 to 30/04/2019	Certified copy
Ex.P9/ PW3	-	Statement of accounts in the bank account of Accused for the period from 01/04/2018 to 31/03/2019	Certified copy

**Complainant Side Material Objects:-Nil****Defence Side Witness, Exhibits and Material objects :- Nil**

Judicial Magistrate,  
Devakottai

**Note:-**

1. Judgment of the case informed to complainant.
2. No witness was held over for more than 3 hearing.
3. Copy of Judgment given to accused free of cost.