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IN THE COURT OF FAST TRACK AT MAGISTERIAL LEVEL, KARAIKUDI.

PRESENT: THIRU.J.KARMEGAKANNAN, B.A.,B.L.,

Judicial Magistrate,

Fast Track Court at Magisterial level,

Karaikudi (FAC),

Dated this the 15th day of April - 2026

Calender Case.No.103 of 2022

CNR No. TNSV12 – 001469 - 2022

Thiruppathirajan, (42/2026)

S/o. Senbagamoorthy,

D/No. 19, Kamajar Street,

Kalanivasal New Road,

Karaikudi Taluk

Sivaganagai District,

..... Complainant

Vs

Vijayakumar, (48/2026)

S/o. Dinakaran,

No. 88/ A,

Vaikasi Street,

Kurunjipuravu,

Karaikudi Taluk,

Sivaganagai District.

..... Accused



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This case was taken on file before this court and numbered as C.C.No.103 of 2022 and came up for final hearing before me on 15.04.2026 in the presence of Mr.R.Abdul Sithikque, the learned counsel for the complainant and Mrs.V.Vijaya the learned counsel for the accused and upon hearing the arguments on either sides and perusing all the connected materials, having stood over for consideration till this day, this court deliver the following:

JUDGMENT

1. The complainant has filed the present complaint against the accused for the offence arising out of the dishonour of cheque bearing No.000091 dated 23.03.2022 for a sum of Rs.5,00,000/- and cheque bearing No.000092 dated 15.05.2022 for a sum of Rs.10,00,000/-, both drawn on Bank of Baroda, Karaikudi Branch. When the complainant presented the aforesaid cheques for encashment, the same were returned unpaid. The dishonour of the cheques and the subsequent failure of the accused to make payment within the statutory period constitute offences punishable under Sections 138 and 142 of the Negotiable Instruments Act, 1881..



2. Case of the Complainant in Brief as follows;-

The complainant has submitted that the accused has agreed to sell his property comprised in Patta No.66 to an extent of 09.63 acres to the complainant's father, namely Senbagamoorthy, and entered into an agreement for sale on 05.01.2021. The total sale consideration was fixed at Rs.1,25,19,000/-. The accused had received a sum of Rs.10,00,000/- on the same day and a sum of Rs.5,00,000/- on 25.02.2021 as advance from the complainant's father. Thereafter, the complainant's father was always ready to complete the sale by paying the balance amount. However, the accused prolonged the same. Thereafter, the complainant's father died on 24.05.2021 due to depression. Thereafter, the complainant approached the accused to purchase the said property and expressed his willingness. However, the accused was not ready and was inclined to return the entire advance amount. Hence, on 14.03.2022, the accused returned a sum of Rs.5,00,000/- in cash to the complainant. For the remaining amount, he issued a cheque dated 23.03.2022 bearing No.000091 for a sum of Rs.5,00,000/- and another cheque bearing No.000092 for a sum of Rs.10,00,000/-, both drawn on Bank of Baroda, Karaikudi Branch, to the complainant. He also instructed the complainant to deposit the cheques and realise the amounts. Thereafter,



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the complainant deposited the cheque bearing No.000091 for a sum of Rs.5,00,000/- on 23.03.2022 in his banker, Tamil Nadu Mercantile Bank, Karaikudi, and the same was returned on 24.03.2022 stating insufficient funds. When the same was communicated to the accused, he asked the complainant to deposit the cheque in June 2022. Thereafter, the complainant deposited the cheque bearing No.000092 on 31.05.2022 for a sum of Rs.10,00,000/-, and the same was also returned on 02.06.2022 stating insufficient funds. When the same was communicated to the accused, he asked the complainant to deposit the cheque once again. Thereafter, the complainant again deposited the same on 13.06.2022 in his banker, Union Bank of India, and the same was also returned on 15.06.2022 for insufficient funds. Thereafter, the complainant sent a legal notice to the accused on 23.06.2022, and the same was served on 27.06.2022. Despite receipt of the notice, the accused neither sent any reply nor repaid the cheque amount within the stipulated time. Hence, the accused has wilfully committed an offence punishable under Section 138 of the Negotiable Instruments Act, 1881. Therefore, the complainant has filed the present complaint seeking to punish the accused in accordance with law and to grant such other reliefs.



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3. On receipt of the complaint, the sworn statement of the complainant was recorded, and cognizance was taken for the offence under Section 138 of the Negotiable Instruments Act, 1881. Summons were issued to the accused under Section 204(3) Cr.P.C. Upon receipt of summons, the accused appeared before this Court. On their appearance, copies of the complaint and all relevant documents were furnished to them. The substance of the accusation was explained to the accused, who denied the charges and stated that a false case had been foisted against them, and claimed to be tried.

4. The complainant examined himself as PW1 and filed his proof affidavit, which was accepted in accordance with Section 145 of the Negotiable Instruments Act, 1881. On the side of the complainant, Exhibits P1 to P7 were marked, namely Ex.P1 – cheque bearing No. 000091 dated 23.03.2022 drawn on Bank of Baroda, Karaikudi, Ex.P2 – return memo dated 15.06.2022, Ex.P3 – return memo dated 24.03.2022, Ex.P4 – cheque bearing No. 000092 dated 15.05.2022 drawn on Bank of Baroda, Karaikudi, Ex.P5 – return memo dated 02.06.2022, Ex.P6 – legal notice along with postal receipt dated 24.06.2022, and Ex.P7 – acknowledgement dated 27.06.2022. On the complainant's side, one



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Ganesan, S/o. Karuppaiah, was also examined as PW2.

5. After completion of the evidence on the side of the complainant, the accused was examined under Section 313(1)(b) of the Code of Criminal Procedure with regard to the incriminating circumstances appearing in the evidence against him. The accused denied the same as false. On the side of the defence, neither any documents were marked nor any witnesses were examined.

6. Points for Consideration is as follows;-

1. Whether the cheque bearing No.000091 dated 23.03.2022 for Rs.5,00,000/- and the cheque bearing No.000092 dated 15.05.2022 for a sum of Rs.10,00,000/- were issued by the accused to the complainant towards discharge of a legally enforceable debt or liability?

2. Whether the said cheques, when presented for encashment, was dishonoured for the reason Insufficient Funds and whether the statutory requirements under Section 138 of the Negotiable Instruments Act were duly complied with by the complainant?

3. Whether the accused has successfully rebutted the statutory presumption under Sections 118 and 139 of the Negotiable



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Instruments Act by raising a probable and acceptable defence?

4. Whether the accused is guilty of the offence punishable under Section 138 of the Negotiable Instruments Act, 1881, and if so, what sentence or relief is the complainant entitled to?

7. The points are answered as follows;-

Point No.1- Whether the cheque bearing No.000091 dated 23.03.2022 for Rs.5,00,000/- and the cheque bearing No.000092 dated 15.05.2022 for a sum of Rs.10,00,000/- were issued by the accused towards discharge of a legally enforceable debt or liability?

8. In this case, the main case of the complainant is that the accused entered into an agreement for sale with his father in respect of a property and received a total advance amount of Rs.20,00,000/-. It is further stated that while the agreement was still in force, the complainant's father died and thereafter the accused refused to execute the sale deed as agreed, but agreed to return the advance amount. Out of the same, a sum of Rs.5,00,000/- was paid in cash on 14.03.2022 and for the balance amount, the accused issued two cheques in favour of the complainant.



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9. To prove the same, the complainant examined himself as PW1 and reiterated the above facts. The cheques have been marked as Ex.P1 and Ex.P4. In the present case, the accused has not denied his signature in the said cheques and also not disputed the execution of the cheques at any stage, either during cross examination or at the time of questioning under Section 313(1)(b) Cr.P.C. Once the execution of cheque is admitted, the statutory presumption under Sections 118 and 139 of the Negotiable Instruments Act arises in favour of the complainant that the cheques were issued towards discharge of a legally enforceable debt.

10. The burden is therefore on the accused to rebut the said presumption by raising a probable defence. In the present case, the accused has taken a defence that there was a separate transaction relating to purchase of the complainant's property at Thalakkavur measuring about 2 acres and 90 cents and that he had paid a sum of Rs.10,000/- as advance and issued the disputed cheques in that connection. It is further stated that since the complainant sold the property to a third party, the cheques were not returned.

11. However, this court finds that the said defence is not probable. Firstly, the accused has not produced any document to show that there



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was any such agreement for purchase of land at Thalakkavur. No agreement, receipt, or any other document has been marked. Secondly, the accused has not examined himself or any other witness to prove the said transaction. Thirdly, even according to his own version, he paid only Rs.10,000/- as advance, but claims to have issued cheques for Rs.15,00,000/-, which is highly improbable and creates serious doubt about the truth of his defence.

12. Further, the accused has also taken another contention that he had already repaid Rs.10,00,000/- to the complainant's father on 25.05.2021. But for this also, no document or evidence has been produced. If really such payment had been made, it is natural that some proof would be available. The absence of any such evidence makes this contention unacceptable.

13. The accused has also contended that the complainant has not produced the agreement for sale entered into between his father and the accused. But this contention cannot be accepted, because the accused himself is a party to the said agreement and nothing prevented him from producing the same before the court. If his version is true that he had received only Rs.10,00,000/- and repaid the same, the best evidence



would be the agreement itself.

14. On the other hand, the complainant has consistently stated that he is aware of the transaction between his father and the accused. This version has not been shaken in the cross examination. Further, PW2 has also stated that the agreement was taken back by the accused after paying Rs.5,00,000/- and issuing two cheques. This evidence supports the case of the complainant. Accordingly, this point is answered in favour of the complainant.

Point No.2- Whether the cheques were dishonoured for insufficient funds and whether the statutory requirements under Section 138 of the Negotiable Instruments Act were complied with?

15. The complainant has produced the return memos as Ex.P2, Ex.P3 and Ex.P5. These documents clearly show that the cheques were returned unpaid with the endorsement insufficient funds. The accused has not disputed the dishonour of the cheques. It is also seen from the evidence that after dishonour of the cheques, the complainant issued a statutory legal notice within the prescribed time. The legal notice and postal receipt are marked as Ex.P6 and the acknowledgement card is marked as Ex.P7. These documents clearly prove that the notice was



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served on the accused. Even after receipt of the notice, the accused has not sent any reply denying the liability nor paid the cheque amount within the statutory period. The failure to send reply notice is also a strong circumstance which goes against the accused, as it shows that he has not taken any immediate steps to dispute the claim of the complainant. Therefore, this court finds that all the ingredients required under Section 138 of the Negotiable Instruments Act have been complied with by the complainant. Accordingly, this point is answered in favour of the complainant.

Point No.3- Whether the accused has rebutted the presumption under Sections 118 and 139 of the Negotiable Instruments Act?

16. With this regards, it is well settled that the presumption under Sections 118 and 139 of the Negotiable Instruments Act is a rebuttable presumption. The accused can rebut the same either by direct evidence or by showing from the materials on record that the complainant's case is not probable.

17. In the present case, as already discussed, the accused has not denied his signature or execution of the cheques. He has also not entered into the witness box. No document has been produced on his



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side. Though it is not necessary for the accused to adduce evidence in all cases, he must at least bring some probable material to rebut the presumption. In this case, except making suggestions during cross examination, the accused has not produced any acceptable material. His defence is not supported by any evidence and is also not probable.

18. Further, if really the cheques were misused by the complainant, the accused would have taken some legal action against the complainant or at least issued a reply notice. But in this case, the accused has not taken any such steps. Thus, considering all the above facts, this court finds that the accused has failed to rebut the statutory presumption. Accordingly, this point is answered against the accused.

Point No.4- Whether the accused is guilty of the offence under Section 138 of the Negotiable Instruments Act?

19. In view of the findings given in the above points, this court comes to the conclusion that the complainant has proved all the essential ingredients of the offence under Section 138 of the Negotiable Instruments Act.

20. In conclusion, the complainant has successfully proved all



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essential elements of the offence under Section 138 of the Negotiable Instruments Act, the existence of a legally enforceable debt, issuance of cheques in discharge of such debt, presentation of the cheques within the statutory period, dishonour of the cheques for insufficiency of funds, and service of statutory notice with subsequent non payment. The accused has neither rebutted the statutory presumption under Sections 118 and 139 nor provided any credible defence to disprove the complainant's case.

21. In the result, the accused is convicted under Section 138 of the Negotiable Instruments Act, 1881. Considering the nature of the transaction, the quantum of dishonoured cheque, and the circumstances, this Court is of the view that both substantive sentence and compensation are warranted to meet the ends of justice.

22. Accordingly, the accused is convicted under Section 138 of the Negotiable Instruments Act, 1881, under Section 255(2) Cr.P.C. The accused is sentenced to undergo Simple Imprisonment for one year (1 year). The accused shall also pay compensation of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) to the complainant under Section 357(3) Cr.P.C. within one month from the date of this judgment. In the event of default in payment of compensation, the



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accused shall undergo further simple imprisonment for a period of three months.

Typed by me in my computer, verified by me to be correct and pronounced in open court on 15th day of April, 2026.

**Judicial Magistrate,
Fast Track Court at Magisterial level
Karaikudi(FAC).**

Chart for prosecution side witnesses:		
Witnesses	Name of Witness	Description
PW-1	Thiruppathirajan	Complainant
PW-2	Ganesan	
Defence Side Witness - NIL		
Complainant Side Exhibits -		
Exhibit No.	Description of the Exhibit	Proved by / Attested by
EX.P1	The cheque bearing No. 000091 dated 23.03.2022 drawn on Bank of Baroda	PW -1
Ex.P2	The return memo dated 15.06.2022	PW -1
Ex.P3	The return memo dated 24.03.2022	PW -1
Ex.P4	The cheque bearing No. 000092 dated 15.05.2022 drawn on Bank of Baroda	PW-1



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Ex.P5	The return memo dated 02.06.2022	
Ex.P6	The legal notice along with postal receipt dated 23.06.2022	PW - 1
Ex.P7	The acknowledgement dated 27.06.2022. On the complainant's side	PW-1
Defence Side Exhibits - NIL		
Material Objects Submitted by Prosecution - NIL		
Material Objects submitted on the side of the Defence -NIL		

**Judicial Magistrate,
Fast Track Court at Magisterial level
Karaikudi(FAC).**

Note:

1. During the period of trial the accused were enlarged on bail.
- 2.No witnesses were held more than three days without examination.
3. Judgment Date : 15.04.2026