

CNR No.PBLDC1-001247-2019

NI No.69/2019

The Ludhiana Central Co-operative Bank

Vs.

Bashkinder Singh

Present:- Mrs. Rupinder Basanti, Advocate counsel for complainant.

Heard on point of summoning of accused. I have perused the complaint and the evidence on record. CW-1 Baljinder Kumar, Branch Manager, The Ludhiana Central Co-operative Bank Limited, Mehdudan, District Ludhiana, tendered his affidavit Ex.CA in lieu of his examination in preliminary evidence and tendered his documents from Ex.C1 to Ex.C5. He has closed his preliminary evidence on 01.05.2019. The complaint is within limitation period. The documents related to bank on record in original are per se admissible under Section 4 of the Bankers Book Evidence Act. Despite demand notice, the accused has not paid the cheque amount, therefore, there is sufficient material on record to summon the accused for commission of an offence punishable under Section 138 of Negotiable Instruments Act, 1881. Let, the accused Bashkinder Singh be summoned to face summary trial of the offence punishable under section 138 of Negotiable Instruments Act for **15.06.2019** on filing PF/RC.

Special summons be issued to the accused directing him and giving him an opportunity to pay the cheque amount in the Court either in person or through his authorized representative or through money order or demand draft on or before next date of hearing fixed or after his appearance in the Court by moving an application in this regard to compound the offence by paying the cheque amount as well as costs/interest as assessed by this Court in terms of the directions of Honourable Supreme Court of India in *M/s. Meters and Instruments Private Limited and Another versus Kanchan Mehta decided on 05.10.2017 in Crminal Appeal No.1731 of 2017 and in Damodar S. Prabhu v. Sayed Babalal H., (2010) 5 SCC 663.*

Date of order:13.05.2019

(Pooja Rani, Steno-III)

Pratima Arora
SDJM, Samrala
(UID PB0280)