<u>IN THE COURT OF XIX METROPOLITAN MAGISTRATE, COURT EGMORE @ ALLIKULAM, CHENNAI – 03</u>

PRESENT: Tmt. N. ALICIA, M.A., M.L.,
XIX Metropolitan Magistrate,

Wednesday 18th day of June 2025

<u>STC. No. 4941/2024</u>

<u>CNR No.TNCH15 – 005877 – 2024</u>

1.	**Serial No. of the Case**	**STC. No. 4941/2024**
2.	**Name and Address of the Complainant**	Mrs. M. Girija, F/A/39 W/o. Mohan, No. 137, Demellows Road, Pattralam, Perambur Baracks, Chennai – 600 012.
3.	**Name and Address of the Accused**	Mrs. A. Saranya, W/o. Ayyappan, No. 11/5, Srinivasa Raghava Street, Perambur, Chennai- 600011.
4.	**Date of the Occurrence of the Offence**	15 days the date of having failed to claim the Statutory Notice
5.	**Complaint**	The Accused is alleged to have committed offence punishable Under Section 138 of Negotiable Instrument Act, 1881.
6.	**Pleading of Accused**	Pleaded not guilty
7.	**Commencement of Trial**	20.05.2024

N ALICIA Digitally signed by N ALICIA Date: 2025.06.18 14:02:33 +0530

8.	**Closure of Trial**	06.03.2025
9.	**Sentence or Order**	18.06.2025
10.	**Date of Service of copy of Judgment on the accused**	18.06.2025
11.	**Explanation of Delay**	This case was received on transfer in this court on 05.06.2024 and the complainant was examined in chief on 20.09.2024. PW1 was cross examined on 09.12.2024 and accused was questioned under 313 (1) (b) of Cr. P.C on 11.12.2024 and evidence on the side of defence was let in 04.02.2025 after 3 adjournments. The case to posted for arguments from 12.03.2025 and was reserved for judgment on 05.04.2025 after I had taken charge fresh arguments were heard and stands adjudged today.

This case originally presented before Fast Track Court-I, Egmore At Allikulam, Chennai on 11.04.2024 was taken on file, and was received on transfer in this court on 05.06.2024 as per proceedings of the Hon'ble Chief Metropolitan Magistrate, Egmore in Roc No. 752/2024/DRO Dated 27.05.2024). This case having stood for consideration, in this court, till this day, came up for final hearing on 11.06.2025 in the presence of Advocate M/s. S. Elavarasan, N. Vinothini, A. Arul Alex and S. Viji for the Complainant and Advocate M/s. M. Senthil Kumar, C. Thirumalai and J. Arun for Accused and upon hearing the arguments adduced on either side, this Court delivered the following

N ALICIA Digitally signed by N ALICIA
Date: 2025.06.18 14:02:46 +0530

JUDGMENT

1. This complaint is filed against the accused for the commission of offence U/s. 138 of the Negotiable Instrument Act, 1881 (hereinafter called the said Act as NI Act) and for payment of compensation out of any fine amount imposed on the accused persons U/s. 357 of Cr. P.C.

BRIEF AVERMENTS IN THE COMPLAINT :

2. Friendship and relationship between the complainant and the accused informed that she is running a business in the name and style of "Om Sai Mettal" a manufacture the brass metal temple devotional items. The accused was in smooth friendship and relationship, from the year August 2022 and due to smooth transaction between the accused and the complainant, lots of transfers were made through G-Pay for an amount around 5 lakhs and the accused gave back around 2 lakhs via same GPay transaction to complainant. After the smooth transaction between the complainant and accused, the accused approached for more money to get her shop developed and the accused canvassed the complainant for investing in the business of the accused. The complainant having knowledge of earnings of accused, gave a sum of Rs. 12,00,000/- on repeated demand of the accused, for the new shop (pattarai) in Vyasarpadi.

3. The accused again approached the complainant for various purpose of developing her business and asked money to book raw materials such as brass sheet, Copper plates etc, around Rs. 4,50,000/- and gave such money to the accused at the time of urgency. She registers all the transaction in separate records and also maintained all accounts spend to the accused and finally all

together the amount borrowed by the accused came around a sum of Rs. 20,00,000/- for the above said accused expenditures. Most of the said transactions were made through mode of cash to accused as required for her business orders.

4. After repeated demands from the complainant side, the accused compromised and accepted to settle the all pending money of a sum of Rs. 20,00,000/- and for the same the accused issued her cheque of Canara Bank, Perambur Branch bearing Cheque No. 612404, dated 11.03.2024 for the amount of Rs. 20,00,000/- and she made a promise to deposit the cheque on the said date and request the complainant to withdraw the amount by clearing aforesaid cheque. After receiving the cheque, the complainant deposited the cheque in her bank named State Bank of Indian, Purasaiwakkam Branch on 11.03.2024 and the same was returned unpaid as Payment was Stopped by drawer". The complainant preferred a legal demand notice from her lawyer dated 18.03.2024 on RPAD and stated that to repay the amount within 15 days from the date of receipt of the legal notice. The accused had not received the legal notice and has not claimed the notice . The accused had wantonly stopped the payment of given cheque and reacted fraudulently to cheat the complainant and thus the accused committed an offence punishable u/s. 138 of NI Act and is liable to be punished. Hence the accused may be convicted with compensation.

5. The sworn statement of the Complainant was recorded and Cognizance was taken of the offence under section 138 of the Negotiable Instruments Act and summons was issued to the Accused. On appearance, the accused was furnished with the copy of the complaint and she was questioned on the substance of

accusation. The accused pleaded not guilty and trial commenced, with the examination of PW1. Ex. P.1 to Ex. P5 were marked, on the side of the complainant. Accused was questioned on the incriminatory materials available against her in evidence under section 313(1) (b) of Cr. P.C. The accused was was examined as DW1 and ExD1 to ExD3 were marked, through her.

6. POINT FOR DETERMINATION:

Whether the accused had rebutted the presumptions under section 118 and 139 of the Negotiable Instruments Act, 1881?

7. Heard the Learned counsels appearing for the complainant and the accused and perused the written arguments filed on the side of the accused.

DISCUSSION :-

8. This complaint is filed towards the dishonour of the cheque issued by the accused on 11.03.2024 for a sum of Rs. 20,00,000/- towards satisfaction of her liability and the said cheque has been presented and returned on 12.03.2024 under Ex.P2. Statutory notice dated 18.3.2024 vide Ex.P3 has been issued to the accused and the same was returned as unclaimed under ExP4. The complainant has complied with the statutory requirements contemplated under section 138(b) of the Negotiable Instruments Act. This complaint has been filed on 11.04.2024 and is well within time.

9. When the accused was questioned on the substance of the accusation she has denied her signature in the cheque but when she was questioned under section 313(1) (b) of Cr. P.C, on the incriminating materials against her in evidence, the

N ALICIA Digitally signed by N ALICIA Date: 2025.06.18 14:02:11 +0530

accused has admitted her signature in the cheque marked as Ex.P1. In cross of PW1, the accused has admitted that the cheque was given as security towards the chit business run by Dillibabu and that the cheque as been misused by the complainant. In her Chief examination, the accused examined as DW1 had deposed that the complainant had abducted her children and had taken the cheque under intimidation. However the CSR in Ex.D2 and D3, is not filed with the complaint and does not show proof of the nature of the complaint, as alleged by DW1. The accused examined as DW1 admits on a chit transaction between her and the complainant and that she had availed chit for rupees 3,00,000, 1,50,00 and 50,000 and admitted that she had paid 3,50,000 through bank transfer and the balance is 1,50,000/-. The accused has produced a statement as Ex. D3 which shows proof of transfers of various sums from the complainant to the accused in the following manner :

1) 04.03.2023	-	Rs. 61,500/-
2) 05.03.2023	-	Rs. 20,000/-
3) 06.03.2023	-	Rs. 60,000/-
4) 06.03.2023	-	Rs. 15,000/-
5) 07.03.2023	-	Rs. 40,000/-
6) 10.03.2023	-	Rs. 23,000/-
7)15.03.2023	-	Rs. 16,000/-
8) 01.04.2023	-	Rs. 10,000/-
9) 02.05.2023	-	Rs. 10,000/-
10) 06.05.2023	-	Rs. 10,000/-
11) 13.05.2023	-	Rs. 10000/-
12) 15.05.2023	-	Rs. 50,100/-
13) 18.05.2023	-	Rs. 8,900/-

N ALICIA Digitally signed by N ALICIA
Date: 2025.06.18 14:01:52 +0530

14) 18.05.2023	-	Rs. 320/-
15) 19.05.2023	-	Rs. 3,550/-
16) 25.05.2023	-	Rs. 400/-
17) 05.06.2023	-	Rs. 7,200/-
18) 09.06.2023	-	Rs. 13,600/-
19)07.07.2022	-	Rs. 1,500/-
20) 30.08.2022	-	Rs. 2,300/-
21) 13.10.2022	-	RS. 2,000/-
22) 23.10.2022	-	Rs. 4,000/-
23) 29.10.2022	-	Rs. 8000/-
24) 01.11.2022	-	Rs. 2000/-
25) 30.11.2022	-	Rs. 16,000/-
26) 17.12.2022	-	Rs. 3000/-
27) 24.12.2022	-	Rs. 17000/-
28) 25.12.2022	-	Rs. 11,500/-
29) 29.12.2022	-	Rs. 25000/-
Total	**-**	**Rs. 4,51,870/-**

In the like manner Ex. D3 also shows proof of transfers of various sums from th**e accused to the complainant i**n the following manner :

1) 05.03.2023	-	Rs. 500/-
2) 08.03.2023	-	Rs. 7,000/-
3) 09.03.2023	-	Rs. 7,000/-
4) 12.03.2023	-	Rs. 7,300/-
5) 24.03.2023	-	Rs. 8,840/-
6) 10.05.2023	-	Rs. 5,000/-

N ALICIA Digitally signed by N ALICIA Date: 2025.06.18 14:01:40 +0530

7) 29.05.2023 - Rs. 5,000/-

8) 30.05.2023 - Rs. 7,000/-

9) 01.06.2023 - Rs. 10,000/-

10) 12.06.2023 - Rs. 1,900/-

11) 15.06.2023 - Rs. 2,000/-

12) 19.06.2023 - Rs. 17,500/-

13) 20.06.2023 - Rs. 10,000/-

14) 22.06.2023 - Rs. 10,000/-

15) 22.06.2023 - Rs. 7,000/-

16) 23.06.2023 - Rs. 10,000/-

17)25.06.2023 - Rs. 6,000/-

18)26.06.2023 - Rs. 1,500/-

19) 27.06.2023 - Rs. 3,000/-

20)07.07.2023 - Rs. 4,500/-

21) 11.07.2023 - Rs. 5,000/-

22) 16.07.2023 - Rs. 1,000/-

23) 29.07.2023 - Rs. 200/-

24) 06.09.2023 - Rs. 3,000/-

25) 07.06.2022 - Rs. 100/-

26) 08.06.2022 - Rs. 100/-

27) 09.06.2023 - Rs. 100/-

28) 13.06.2023 - Rs. 1,300/-

29) 13.06.2023 - Rs. 3,000/-

30) 15.06.2022 - Rs. 100/-

31) 17.06.2022 - Rs. 200/-

32) 18.06.2022 - Rs. 1,200/-

33) 21.06.2022	-	Rs. 300/-
34) 22.06.2022	-	Rs. 200/-
35) 25.06.2022	-	Rs. 1,200/-
36) 29.06.2022	-	Rs. 400/-
27) 02.07.2022	-	Rs. 300/-
38) 04.07.2022	-	RS. 2,000/-
39) 05.07.2022	-	Rs. 200/-
40) 09.07.2022	-	Rs. 300/-
41) 11.07.202	-	Rs. 300/-
42) 14.07.2022	-	Rs. 5,000-
43) 14.07.2022	-	Rs. 900/-
44) 18.07.2022	-	Rs. 600/-
45) 25.07.2022	-	Rs. 1,400/-
46) 26.07.2022	-	Rs.400/-
47) 29.07.2022	-	Rs. 10,000/-
48) 29.07.2022	-	Rs. 1,500/-
49) 30.07.2022	-	Rs. 200/-
50) 30.07.2022	-	Rs. 900/-
51) 02.08.2022	-	Rs. 200/-
52) 02.08.2022	-	Rs. 600/-
53) 03.08.2022	-	Rs. 100/-
54) 07.08.2022	-	Rs. 1,500/-
55) 10.08.2022	-	Rs. 600/-
56) 12.08.2022	-	Rs. 800/-
57) 14.08.2022	-	Rs. 600/-
58) 14.08.2022	-	Rs. 2,800/-

N ALICIA Digitally signed by N ALICIA
Date: 2025.06.18 14:01:14
+0530

59) 18.08.2022 - Rs. 1,000/-
60) 20.08.2022 - Rs. 700/-
61) 23.08.2022 - Rs. 1,500/-
62) 23.08.2022 - Rs. 100/-
63) 27.08.2022 - Rs. 1,500/-
64) 27.08.2022 - Rs. 200/-
65) 30.08.2022 - Rs. 700/-
66) 02.09.2022 - Rs. 700/-
67) 03.09.2022 - Rs. 700/-
68) 05.09.2022 - Rs. 1,500/-
69) 06.09.2022 - Rs. 700/-
70) 07.09.2022 - Rs. 700/-
71) 08.09.2022 - Rs. 700/-
72) 09.09.2022 - Rs. 700/-
73) 12.09.2022 - Rs. 700/-
74) 15.09.2022 - Rs. 700/-
75) 16.09.2022 - Rs. 700/-
76) 22.09.2022 - Rs. 700/-
77) 25.09.2022 - Rs. 2,000/-
78) 26.09.2022 - Rs. 5,800/-
79) 27.09.2022 - Rs. 700/-
80) 04.10.2022 - Rs. 800/-
81) 06.10.2022 - Rs. 1,600/-
82) 07.10.2022 - Rs. 800/-
83) 10.10.2022 - Rs. 800/-
84) 11.10.2022 - Rs. 800/-

85) 14.10.2022	-	Rs. 400/-
86) 17.10.2022	-	Rs. 2,000/-
87) 19.10.2022	-	Rs. 700/-
88) 03.11.2022	-	Rs. 2000/-
89) 06.11.2022	-	RS. 1000/-
90) 02.12.2022	-	Rs. 2000/-
91) 03.12.2022	-	Rs. 2,400/-
92) 06.12.2022	-	Rs. 200/-
93) 25.12.2022	-	Rs. 5000/-
94) 25.12.2022	-	Rs. 500/-
95) 26.12.2022	-	Rs. 30,000/-
96) 26.12.2022	-	Rs. 600/-
97) 27.12.2022	-	Rs.20000/-
98) 30.12.2022	-	Rs. 2500/-
99) 31.12.2022	-	Rs. 2500/-
Total	**-**	**Rs. 278940/-**

10. It is not the case of the complainant that the sum of Rs. 20 lakhs was borrowed by the accused in one single payment and therefore the argument of the learned counsel for the accused that the complainant has not produced proof of income of capacity and she has admitted that Rs. 20 lakhs is a huge money, has no relevance. DW1 admits of the loan transaction between herself and the complainant and admits of having given a blank cheque to the complainant, towards the chit transactions. However, when the accused has admitted the parting of the cheque to the complainant, burden lies upon her to prove that it was obtained by threat and that there was no legally enforceable debt,

thereunder. The accused contradicts herself, on the parting of the cheque, from the evidence elicited below :

i. in Cross of PW1 "டில்லி பாபு என்பவர் சீட்டுக்கு முன்பணமாக பிணையத்திற்காக காசோலை வாங்கி வைப்பது வழக்கம் என்றும் அந்த காசோலையை தான் தவறாக பயன்படுத்தி இந்த வழக்கு தாக்கல் செய்யப்பட்டுள்ளது என்றால் சரிதான்"

ii. In chief of DW1 " நான் காவல் நிலையத்தில் புகார் கொடுத்த பிறகு தான் என்னுடைய காசோலையை வங்கியில் சமர்ப்பித்துள்ளனர்.

iii. In cross of DW1 " நான் சீட்டு எதுவும் போடவில்லை என்றும் புகார்தாரர் வங்கியில் இருந்து எனக்கு அனுப்பிய தொகைக்கும் இவ்வழக்கிற்கும் மற்றும் சீட்டிற்கும் சம்பந்தமில்லை என்றும் அது வேறு வகையான பண பரிவர்த்தனைக்கானது என்று சொன்னால் சரியல்ல. அது சீட்டுக்கான பணம் தான் அதற்காக தான் காசோலை வாங்கப்பட்டது.

These contradictions have only strengthened the case of the complainant, the accused becomes unworthy of credit. When accused has failed to issue a reply to the statutory notice marked as EX.P3 having unclaimed the statutory notice, adverse inference is drawn against the accused. When the accused has admitted her signature in the cheque marked as ExP1 in answer to the question under section 313(1)(b) of Cr. P.C, burden lies on her to rebut the presumption under section 139 of the Negotiable Instruments Act.

11. The transactions between the accused and complainant as evident from the Ex.D3 do not show prima proof of any chit transactions between the accused and the complainant but rather of several payments by the complainant to the accused and by the accused to the complainant in frequent intervals, even on the same day. Mere denials would not suffice and the accused has not chosen to raise valid cogent defences, rebutting the presumptions, against her, upon

preponderance of probabilities. Accordingly when the accused has not raised reasonable probabilities as to the non-existence of the legally enforceable debt, the onus has not shifted upon the complainant to establish consideration and thus the Complainant has established the commission of the offence under section 138 of the Negotiable Instruments Act, by the accused.

12. This case was filed on 11.04.2024 and taking into consideration delay caused by the accused in repayment of the amount received by her, she becomes liable to compensation the complainant for the delay caused.

CONVICTION AND SENTENCE:

In the result, Accused is found guilty under Section 255(2) of the Code for the Offence under Section 138 of the N.I. Act. Accused is sentenced to undergo Simple Imprisonment for One Year and to pay a Compensation of Rs.20,00,000/- under Section 357 (3) of the Code, within 8 weeks and in default thereof, the Accused shall undergo imprisonment for a further period of two months.

Dictated to the Steno-Typist directly typed by her corrected and pronounced by me in the open court this the 18th day of June 2025

N ALICIA

Digitally signed by N ALICIA
Date: 2025.06.18 14:00:45 +0530

XIX Metropolitan Magistrate,
Egmore @ Allikulam, Chennai-03.

WITNESS FOR THE COMPLAINANT :

1. Mrs. M. Girija	-	PW1

DOCUMENTS EXHIBITED ON THE SIDE OF THE COMPLAINANT :

1. Canara Bank, Cheque bearing No. 612404, Dated 11.03.2024, Amount Rs. 20,00,000/-	-	Ex. P.1
2. Cheque Return Memo Dated 12.03.2024	-	Ex. P.2
3.Legal Notice dated 18.03.2024	-	Ex. P.3
4. Return Cover (Unclaimed)	-	Ex. P.4
5. Copy of Aadhar Card of the Complainant	-	Ex. P5

WITNESS FOR THE DEFENSE

1. Mrs. A. Saranya	-	DW1

DOCUMENTS EXHIBITED ON THE

SIDE OF THE ACCUSED

1. Acknowledgment of K1- Sembium Police Station	-	ExD1
2. Acknowledgment of Commissioner of Police	-	ExD2
3. Canara Bank Statement of Accounts of the Accused	-	ExD3

N ALICIA

Digitally signed by N ALICIA
Date: 2025.06.18 14:00:35 +0530

XIX Metropolitan Magistrate,
Egmore @ Allikulam, Chennai-03.