

CIS No: NACT/192/2021

Rajender Vs Pawan

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**IN THE COURT OF LAKSHAY GARG, JUDICIAL MAGISTRATE
1ST CLASS, CHARKHI DADRI (HARYANA), UID NO. HR-0594**

HRCDD030025472021



NACT/192/2021

Crl. Complaint No. : 156-RBT of NI Act of 2023
Presented on : 07.07.2021
Registered on : 07.07.2021
Decided on : 14.07.2026
Duration : 5 years, 0 months, 7 days

Rajender, son of Sh. Bhagwana Ram, resident of village Dhanasri, Tehsil Badhra, District Charkhi Dadri.

.....Complainant

VERSUS

Pawan, son of Sh. Dharampal, resident of village Jhojhu Khurd, Tehsil & District Charkhi Dadri.

.....Accused

**Complaint under Section: 138
of the Negotiable Instruments Act, 1881**

Present: Complainant with Sh. R. K. Badal, Advocate.
Accused on bail with Sh. Mohit Sharma, Advocate.

JUDGMENT

In brief, the present complaint u/s 138 of The Negotiable Instruments Act, 1881(hereinafter referred as 'The Act') has been filed by the complainant with the allegations that in pursuance of payment of legally enforceable debt/money and with a view to clear

his pre-existing liability towards the complainant, the accused issued a cheque of “ICICI Bank Ltd., B.O Bhiwani” bearing No. 000644 dated 05.03.2021 pertaining to his account No. 072901512364 amounting to Rs. 85,000/- (Eighty Five Thousand rupees only) duly signed by him in favour of the complainant and assured the complainant that when the complainant will present the cheque in the bank for realization, the cheque will be encashed. That the complainant presented the above said cheque in his account bearing No. 020364016100460 maintained with “Bhiwani Central Co-operative Bank, B.O Dhanasri” for realization of the amount but the above said cheque issued by the accused was bounced and dishonored with remarks “Funds Insufficient” and original cheque along-with memo dated 25.05.2021 was returned unpaid to the complainant.

Thereafter, complainant served a legal notice dated 15.06.2021 vide postal receipt dt. 16.06.2021 to the accused calling upon him to pay the cheque amount, but accused did not make the payment. Hence, the complaint.

2. In preliminary evidence, complainant examined himself as CW1 and tendered his affidavit Ex. CW1/A in his examination in chief wherein he fully supported his complaint against the accused.

3. In his preliminary evidence, complainant tendered the following documents:-

Ex. C1	Original cheque bearing no. 000644 dated 05.03.2021 for amount of Rs. 85,000/-
Ex. C2	Return memo dated 25.05.2021
Ex. C3	Legal notice dated 15.06.2021
Ex. C4	Postal receipt dated 16.06.2021
Ex. C5	Reply to legal notice dated 01.07.2021

4. Upon the presentation of complaint, notice was issued to the accused Pawan. Accused put his appearance alongwith his counsel and secured his bail.

5. Thereafter, notice of accusation was served upon the accused for having committed an offence under Section 138 of The Negotiable Instruments Act, to which he pleaded not guilty and claimed trial.

6. Thereafter, the plea of defence of accused Pawan under Section 263(g) Cr.P.C was recorded. The defence plea of the accused **Pawan** is as follows-

“The aforementioned cheque belongs to me and it bears my signatures upon it. All the other contents of the cheque are also in my handwriting. I had purchased a buffalo from the complainant for an amount of Rs. 70,000/- in the year 2020. After a period of two months of said purchase, I had given the present cheque in question as a security cheque of Rs. 85,000/- (including an amount of Rs. 15,000/- as advance interest) to complainant. When I gave such

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cheque to the complainant, I requested him to present said cheque after sometime because at that time I contesting Panchayat Election that was to happen in my village.

Thereafter, after sometime I gave an amount of Rs. 30,000/- in cash to the complainant regarding the above said transaction. After such payment, I further requested him not to present the said cheque till the completion of election process. But the complainant with a malafide intention, presented the cheque within some days only and thereafter, has filed the present false complaint against me. I do not have any liability towards the complainant for the present cheque amount.”

7. Thereafter, an application under Section 145(2) of the Act, was filed on behalf of the accused seeking complainant’s cross-examination and the cross-examination of complainant was conducted on 19.09.2025. Thereafter, complainant closed the complainant evidence on 30.09.2025, vide his separate statement.

In his post notice of accusation evidence, complainant tendered the following documents:-

Ex. CW1/A	Affidavit
Ex. C1	Original cheque bearing no. 000644 dated 05.03.2021 for amount of Rs. 85,000/-
Ex. C2	Return memo dated 25.05.2021
Ex. C3	Legal notice dated 15.06.2021
Ex. C4	Postal receipt dated 16.06.2021

Ex. C5	Reply to legal notice dated 01.07.2021
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8. In his defence, accused has examined himself as DW-1, after taking the necessary permission of this court u/s 315 Cr.P.C. The accused, vide his separate statement, has closed his defence evidence on 23.01.2026 and thereafter, the matter was adjourned for final arguments.

9. Ld. counsel for the complainant while reiterating the averments of complaint argued that from the evidence brought on record, the complainant has been able to prove his case successfully. He argued that all the ingredients of Section 138 of The Act have been duly complied with. He argued that the accused was having an outstanding legally enforceable liability against him towards the complainant because he had borrowed an amount of Rs. 85,000/- from the complainant. That the accused, in order to discharge his said liability, issued the cheque in question but the same got dishonoured. It was argued that the accused has neither denied the cheque in question nor his signatures upon it. He further argued that the accused has concocted a false and frivolous defence story and has given false evidence. It was argued that the reply given by the accused to the legal notice sent upon him on behalf of the complainant is totally false and baseless. He further argued that the accused with a malafide intention of grabbing the complainant's

money not kept the adequate balance in his bank account just to defraud and harass the complainant. He argued that complainant by leading cogent and convincing evidence has been able to prove the guilt of accused. He argued that the rules of presumptions lie in favour of complainant and accused miserably failed to rebut the presumption drawn in favour of complainant. With these submissions, he prayed that accused be held guilty.

10. On the other side, learned counsel for accused contended that the accused does not have any liability towards the present complainant. He argued that the accused has never borrowed any amount of money from the complainant. He argued that the accused had purchased a buffalo from the complainant for an amount of Rs. 70,000/- in the year 2020. That the present cheque in question was given as a security cheque by the accused to the complainant for a total amount of Rs. 85,000/- (including Rs. 15,000/- as interest). He further argued that since, the accused was preparing to contest the election of Sarpanch, he had requested the complainant to wait for some time so that after the elections, the accused could make his payment but the complainant has not waited and has filed this present false case against the accused, so as to cause harm to the accused regarding his elections. He further argued that the accused had returned the amount of Rs. 30,000/- to the complainant but the

complainant has misused the present cheque in question by filing this false complaint against the accused for an excessive amount of money. It was argued that the accused does not have any kind of liability for the present cheque amount towards the complainant. He argued that the accused has been able to raise a probable defence in his favour. With these submissions, he prayed that accused be acquitted and complaint be dismissed.

11. I have heard the learned counsel for both the sides at length and carefully gone through the material placed on record.

12. For the offence under section 138 of the Negotiable Instruments Act, 1881 to be established, following ingredients must be duly established:

- i) a person must have drawn a cheque;*
- ii) such cheque must have been drawn on an account maintained by such person with a bank;*
- iii) such cheque must have been drawn for payment of any amount of money to another person from out of that account for the discharge, in whole or in part of any debt or other liability;*
- iv) such 'debt or other liability' must be legally enforceable debt or other liability;*
- v) that cheque has been presented to the bank within a period of three months from the date on which it is drawn or within the period of its validity, whichever is earlier;*
- (vi) that cheque is returned by the bank unpaid, either because the amount of money standing to the credit of the account is insufficient to honour the cheque or that it exceeds the amount arranged to be paid from that account by an agreement made with the bank;*
- vii) the payee or the holder in due course of the cheque makes a demand for the payment of the said amount*

of money by giving a notice in writing, to the drawer of the cheque, within 30 days of the receipt of information by him from the bank regarding the return of the cheque as unpaid;

viii) the drawer of such cheque fails to make payment of the said amount of money to the payee or the holder in due course of the cheque within 15 days of the receipt of the said notice.

13. From the evidence placed on record, it is clear that the cheque Ex.C1 bears the date 05.03.2021 and the same was dishonoured due to the reason “**Funds Insufficient**” vide bank memo Ex.C2. Thereafter, legal notice Ex.C3 was sent by the complainant to the accused calling upon him to pay the cheque amount within 15 days of the receipt of the same, but the accused has failed to make the payment despite receipt of notice. The present complaint has been filed within time.

14. Section 118 of the Act provides presumptions to be raised until the contrary is proved (i) as to consideration, (ii) as to date of instrument, (iii) as to time of acceptance, (iv) as to time of transfer, (v) as to order of endorsements, (vi) as to appropriate stamps and (vii) as to holder being a holder in due course.

15. Section 118 of the Act inter-alia directs that it shall be presumed, until the contrary is proved, that every negotiable instrument was made or drawn for consideration. Section 139 of the Act stipulates that unless the contrary is proved, it shall be presumed,

that the holder of the cheque received the cheque, for the discharge of, whole or part of any debt or liability. Meaning thereby that in a trial under Section 138 of the Act a presumption will have to be made that every negotiable instrument was made or drawn for consideration and that it was executed for discharge of debt or liability once the execution of negotiable instrument is either proved or admitted. As soon as the complainant discharges the burden to prove that the instrument was executed by the accused, the rules presumptions under Sections 118 and 139 of the Act help him shift the burden on the accused. The presumptions will live, exist and survive and shall end only when the contrary is proved by the accused, that is, the cheque was not issued for consideration and in discharge of any debt or liability. A presumption is not in itself evidence, but only makes a prima facie case for a party for whose benefit it exists.

16. To rebut the presumptions, accused should bring on record such facts and circumstances, upon consideration of which, the court may either believe that the consideration and debt did not exist or their non-existence was so probable that a prudent man would under the circumstances of case, act upon the plea that they did not exist.

17. After hearing learned counsel for both the parties and after taking into consideration the entire facts, circumstances, oral and documentary evidence available on record, this court is of the

considered view that the complainant remained successful in proving his case and the accused has miserably failed to prove the defence taken by him. For proving his case, complainant himself stepped into witness box as CW1 and tendered his duly sworn affidavit Ex. CW1/A, in which he reiterated the entire assertion as made by him in his complaint. It was submitted that the accused had borrowed an amount of Rs. 85,000/- from the complainant. That the accused in order to discharge his above said liability, issued the present cheque in question in favour of complainant but same got dishonored. It was contended that the accused is admitting his cheque and the signatures upon it and hence, presumption u/s 139 of The Act is raised against the accused, which he remained unsuccessful in rebutting it.

18. On the other side, accused has submitted that cheque in question was never issued by accused in discharge of any legal debt or liability rather the same was misused by the complainant by filing a false case against him. He further submitted that the complainant has failed to bring sufficient evidence on the record. He finally contended that accused has been able to raise a probable defence in his favour and he has successfully rebutted the presumptions drawn in favour of the complainant.

19. In the present case, the financial transactions between the parties are disputed. It has been averred from the complainant's

side that the accused had borrowed an amount of Rs. 85,000/- from him and the cheque in question was issued by the accused to discharge his said liability but it got dishonoured. While on the other side, it is the defence version that the accused has never borrowed any amount of money from the complainant rather the accused had purchased a buffalo from the complainant for an amount of Rs. 70,000/-. That the present cheque in question was given by the accused to the complainant as a security cheque and that the accused had repaid an amount of Rs. 30,000/- to the complainant and that the complainant has misused the cheque in question by filing this false complaint against accused.

20. It is pertinent here to mention that from the perusal of the plea of defence of the accused recorded under Section 263(g) of Cr.P.C. and from his testimony as DW1, it is clear that the accused has neither denied the cheque in question nor his signatures upon it. It was categorically stated and deposed by the accused therein that the present cheque in question belongs to him and it is bearing his signatures upon it. It has been further stated and deposed by the accused therein that he had given the present cheque after completely filling it to the complainant. The accused DW1 during his cross-examination has categorically stated that the present cheque in question was given by him to the complainant after duly filling it. In

the considered opinion of this Court, had the accused been not having any liability towards the complainant then he would not have given the cheque in question to the complainant after duly filling it. Hence, in view of the above said discussion, in the present case, the execution of the cheque is duly proved. Furthermore, perusal of the present cheque in question Ex.C1 shows that it is having two signatures of the accused at its back side but the same were neither denied nor disputed by the accused during the entire course of trial.

21. It is the case of the complainant that the accused had borrowed an amount of Rs. 85,000/- from him and the cheque in question was issued by the accused in order to discharge his said liability but it got dishonoured. It is worthwhile here to mention that in order to prove his case, the complainant CW1 Rajender has himself stepped into the witness-box and he has duly supported the version of his complaint. He deposed that the accused Pawan had taken the amount of Rs. 85,000/- from him on the date 05.03.2021 and the present cheque in question was given by the accused as duly filled cheque on that day itself. He further deposed that the accused has never taken any buffalo from him. It was also deposed by him that the accused has never returned the alleged amount of Rs. 30,000/- to him. It is pertinent here to mention that the complainant CW1 has also remained firm and consistent during his cross-

examination and nothing fruitful could be culled out by ld. defence counsel from his cross-examination.

22. It is the defence version that the accused has never borrowed any amount of money from the complainant rather he had purchased a buffalo from the complainant for an amount of Rs. 70,000/- and that the present cheque in question by given by him to the complainant for an amount of Rs. 85,000/- as a security cheque. It has been further alleged that after some time, the accused had repaid Rs. 30,000/- in cash to the complainant but the complainant has misused the cheque in question by filing this false complaint against him for an excessive amount of money. It is worthwhile here to mention that the burden of proving the alleged defence version was upon the accused. For the alleged fact that the accused had purchased a buffalo amounting to Rs. 70,000/- from the complainant, the accused has not brought any cogent evidence upon the case file. The accused has not told the exact date, month, year of the alleged purchase of buffalo by him from the complainant. He has also not brought any documentary evidence qua the same. Furthermore, no witness has been examined by the accused in order to prove the alleged fact of purchase of buffalo. Moreover, even if for the sake of argument, we believe the alleged defence version that he had purchased a buffalo for an amount of Rs. 70,000/- from the

complainant then why would a normal prudent person like the present accused give his duly filled cheque for an amount of Rs. 85,000/-.

23. It is also the defence version that the accused has already repaid an amount of Rs. 30,000/- to the complainant. It is relevant here to mention that the accused DW1 has deposed in his testimony that he had given an amount of Rs. 30,000/- to the complainant at the shop of one Subhash. It is relevant here to mention that the accused has not brought the said person Subhash as a witness to support his alleged defence version. During his cross-examination, the accused DW1 has deposed that he does not have any writing for the fact of giving Rs. 30,000/- to the complainant. Hence, in the considered opinion of this Court, the accused has not been able to prove his defence version. Furthermore, it is worthwhile here to mention that the accused had given a reply Ex.C5 dated 01.07.2021 through his counsel to the legal notice received by him on behalf of the complainant. Perusal of the said reply shows that the accused has sated entirely different and contradictory story in that reply. It has been stated therein that the accused had purchased a buffalo from the complainant for an amount of Rs. 85,000/- and an amount of Rs. 55,000/- was given by the accused to the complainant at the time of purchase and he was only having an amount of Rs. 30,000/-

outstanding towards him and that the said amount of Rs. 30,000/- was also repaid by him to the complainant in the month of May 2021. The said contents of the reply are in complete contradiction to the arguments done on behalf of the accused in the present case, his defence plea recorded under Section 263(g) Cr.P.C., his testimony as DW1. It also casts a heavy doubt upon the alleged defence version.

24. It was argued by the learned defence counsel that the complainant has misused the present cheque in question by filing this false complaint against the accused. Accused was bound to explain what action he has taken once he found that his cheque has been misused by the complainant. Admittedly, till today accused has not moved any application or complaint against complainant for misusing his cheque. If as a matter of fact, cheque was misutilized by the complainant, then accused as an ordinary prudent person was unlikely to have not responded. Nay it was impossible that he could have remained idle ordinarily unless he had any compelling reason. It is not understandable why accused remained silent? Why he has not taken any action against the complainant. No such reason is revealed. Conduct offers indications about the truth or otherwise of the contentions and existence or otherwise of facts. Section 114 of the Evidence Act mandates that a Court must be cognizant of the common course of natural things, human conduct and public and

private business in their relationship to the facts of the particular case. So reckoned, it is only an unreasonable and puerile mind which will not attribute to the unexplained conduct of neither lodging any FIR or complaint nor instructing his bank to stop payment on such cheque, the importance and significance which it deserves.

25. Hence, from the above said discussion it comes out that the accused was having an outstanding legally enforceable liability for the present cheque towards the complainant and to discharge his said liability, he issued the present cheque in question but the same got dishonoured. The accused has failed to show sufficiently that he has discharged his said legal liability. Hence, the accused has miserably failed to rebut the presumptions raised against him under The Act.

26. Legal notice was sent upon the correct address of accused. Postal receipt also placed on file. It is presumed that whenever a legal notice is sent upon the correct address of any person through registered post, the same is duly served upon him unless he shows to the contrary. Accused even failed to give any reply to the legal notice and if any person failed to give reply to the legal notice without any lawful justification then adverse inference is liable to be drawn against that person. Reliance in this behalf can be placed upon case titled as ***“Rangappa Versus Sri Mohan 2010(1) DCR 706”*** wherein it has been held that “the accused had failed to reply to the

statutory notice under Section 138 of NI Act leads to inference that there was merit in the complainant's version. Apart from not raising a probable defence, the appellant accused was not able to contest the existence of a legally enforceable debt or liability.

27. Further in case titled **Shakir Vs. Sanjay Sharma and another CRR-1347-2022 (O&M) P&H High Court**, it was held by our Hon'ble High Court that *“once the signatures on the cheque have been admitted, the presumption envisaged under Section 118 of the Negotiable Instruments Act arises that the cheque had been issued for the discharge of a liability. The burden thereafter shifts on the accused to prove his innocence and rebut the presumption under Section 139 of the Negotiable Instruments Act.”*

28. In this case also, the accused has admitted the execution of cheque in question. Where the execution of the cheque is admitted that raises a very strong presumption that the cheque was issued for discharging an antecedent liability and the presumption can be rebutted by leading cogent & convincing evidence, only by the person who draws the cheque. Therefore, the burden of proof remains upon accused. A mere denial of issuance of cheque against any legal liability, is not sufficient to rebut the presumption. In the peculiar facts of the present case, this Court is of the considered view that presumption has gone unrebutted.

29. In light of the above discussion and in the interest of justice, this court deems it prudent and justified to make the accused person liable for the offence u/s 138 of The Negotiable Instruments Act, 1881. Thus, there is sufficient evidence to hold that the cheque was issued by the accused Pawan in favour of complainant in discharge of legal liability, which was dishonored and the accused failed to make the payment of cheque amount within the requisite period even after the legal notice, this court is of the considered opinion that complainant has duly proved his complaint against accused.

30. On the basis of the aforesaid discussion, the accused Pawan is held guilty for the commission of an offence punishable under Section 138 of the Negotiable Instruments Act, 1881 and is convicted thereunder. Let the parties be heard on the quantum of sentence after lunch.

Pronounced on 14.07.2026

**(Lakshay Garg)
Judicial Magistrate 1st Class,
Charkhi Dadri
(UID No.HR0594)**

*Note: This judgment contains **eighteen pages** and each page has been signed by undersigned.*

Pronounced on 14.07.2026

**(Lakshay Garg)
UID No.HR0594
Judicial Magistrate 1st Class,
Charkhi Dadri**

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Rajender Vs Pawan

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Present: Complainant with Sh. R.K. Badal, Advocate.
Accused on bail with Sh. Mohit Sharma, Advocate.

Arguments heard. Order pronounced. Vide my separate judgment of even date the accused has been held guilty and convicted under Section 138 of Negotiable Instrument Act. Let the parties be heard on quantum of sentence after lunch.

Dated:14.07.2026

(Lakshay Garg)
Judicial Magistrate Ist Class,
Charkhi Dadri

Present: Complainant with Sh. R. K. Badal, Advocate.
Convict with Sh. Mohit Sharma, Advocate.

Heard on quantum of sentence. Vide my separate order of even date, convict is sentenced to **simple imprisonment for a period of one month alongwith compensation amount of Rs.1,10,500/- (Rupees one lakh ten thousand five hundred only)**, as per Section 143(1) of Negotiable Instruments Act read with Section 357(3) of Code of Criminal Procedure, to the complainant within one month from the passing of this order. The amount of compensation shall be recovered as per the provision of Section 421 of Cr.P.C. The period of custody if any already spent by convict during trial of the present case be deducted from the period of sentence of convict. The amount if any paid by convict during trial of the present case to complainant shall also be set off from the amount of compensation awarded to complainant. Copy of Judgment be

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Rajender Vs Pawan

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provided to convict free of cost. File after needful be consigned to the record room.

Pronounced in Open Court:

Dated: 14.07.2026

(Lakshay Garg)
Judicial Magistrate Ist Class,
Charkhi Dadri.

Manjeet, Steno-III

QUANTUM OF SENTENCE:

Present: Complainant with Sh. R. K. Badal, Advocate.
Convict with Sh. Mohit Sharma, Advocate.

ORDER:

Arguments on the quantum of sentence heard. Statement of convict on quantum of sentence recorded. The convict vide his separate statement of even date stated that he is the sole bread earner of his family. He is having old aged mother and small children and he is the one to takes care of them. Further, he prayed for a lenient view. Ld. Defence counsel even prayed that compensation if awarded may be restricted to cheque amount.

2. On the other hand, the learned counsel for the complainant argued that the case pertains to the year 2021 and the offence under section 138 of Negotiable Instrument Act is proved against the convict beyond doubt. Therefore, a lenient view in favour of the convict may not be taken and compensation may be awarded to the tune of double of cheque amount.

3. Heard. Keeping in view the fact and circumstances of this case, gravity of the offence & conduct of convict, the convict is sentenced to undergo **simple imprisonment for a period of one month alongwith compensation amount of Rs.1,10,500/- (Rupees one lakh ten thousand five hundred only), as per**

Section 143(1) of Negotiable Instruments Act read with Section 357(3) of Code of Criminal Procedure, to the complainant within one month from the passing of this order. The amount of compensation shall be recovered as per the provision of Section 421 of Cr.P.C. The period of custody if any already spent by convict during trial of the present case be deducted from the period of sentence of convict. The amount if any paid by convict during trial of the present case to complainant shall also be set off from the amount of compensation awarded to complainant. Copy of Judgment be provided to convict free of cost. File after needful be consigned to the record room.

Pronounced on 14.07.2026

**(Lakshay Garg)
Judicial Magistrate 1st Class,
Charkhi Dadri
(UID No.HR0594)**

*Note: This judgment/order contains **twenty two pages** and each page has been signed by undersigned.*

Pronounced on 14.07.2026

**(Lakshay Garg)
UID No.HR0594
Judicial Magistrate 1st Class,
Charkhi Dadri**

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Rajender Vs Pawan

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Present: Convict with Sh. Mohit Sharma, Advocate.

An application for suspension of imprisonment till filing of appeal filed. Copy supplied. Heard. Considering that convict is sentenced to **simple imprisonment for a period of one month alongwith compensation amount of Rs.1,10,500/- (Rupees one lakh ten thousand five hundred only)**, and the sentence awarded to the convict is not more than three years, the application is allowed and the sentence of the convict is hereby suspended **till 13-08-2026**, in order to enable him to file an appeal, subject to furnishing of bail bonds in the sum of Rs.50,000/- with one surety in the like amount. Bail bond and surety bond furnished, accepted and attested. The application in question and bonds alongwith the documents be separated from the main file. Now papers be put up on **13-08-2026**.

Dated:14.07.2026

(Lakshay Garg)
Judicial Magistrate Ist Class,
Charkhi Dadri
UID- HR0594

CIS No: NACT/211/2020
Geetanand versus Sanjay Kumar

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IN THE COURT OF LAKSHAY GARG, JUDICIAL MAGISTRATE 1ST CLASS,
CHARKHI DADRI (HARYANA), UID NO. HR-0594

HRCDD030025472021



NACT/192/2021

CrI. Complaint No. : 156-RBT of NI Act of 2023
Presented on : 07.07.2021
Registered on : 07.07.2021
Decided on : 14.07.2026
Duration : 5 years, 0 months, 7 days

Rajender, son of Sh. Bhagwana Ram, resident of village Dhanasri, Tehsil Badhra, District Charkhi Dadri.

.....Complainant

VERSUS

Pawan, son of Sh. Dharampal, resident of village Jhojhu Khurd, Tehsil & District Charkhi Dadri.

.....Accused

Accused/convict is sentenced to undergo simple imprisonment for a period of one month alongwith compensation amount of Rs.1,10,500/- (Rupees one lakh ten thousand five hundred only), as per Section 143(1) of Negotiable Instruments Act read with Section 357(3) of Code of Criminal Procedure o the complainant within one month from the passing of this order. The amount of compensation shall be recovered as per the provision of Section 421 of Cr.P.C. The period of custody if any already spent by convict during trial of the present case be deducted from the period of sentence of convict. The amount if any paid by convict during trial of the present case to complainant shall also be set off from the amount of compensation awarded to complainant.