

**In the Court of the Judicial Magistrate I, Tirupattur**

**Present: Tr. K.S.Dinesh, B.A.,B.L., (Hons.)**

**Judicial Magistrate I, Tirupattur**

**Tuesday the 10<sup>th</sup> day of March 2025**

**S.T.C. No. 1133/ 2021**

**{ CNR No.TNTU02-004918-2021 }**

Thiru. Viswanathan S/o.Govindasamy,  
Pallalapalli Village, Lakkinaickenpatti,  
Madhura, Tirupathur Taluk  
Tirupathur District.

.... Complainant

//Vs//

Tmt. Mercy, W/o. Meganathan  
Pallalapalli Village, Lakkinaickenpatti,  
Madhura, Tirupathur Taluk  
Tirupathur District.

...Accused

This case taken on file on 14.09.2021 as STC. No.1133/2021. This case came up before me for the final hearing on 10.03.2026 in the presence of Tmt.G.Shobana, Counsel for the complainant and Tr.S.Meganathan, Counsel for the accused and on hearing the arguments advanced by either side counsels and on perusal of entire evidence and the documents relied by either side and on available material case

STC 1133/2021  
Dated 10.03.2026

SD/-K.S.Dinesh, B.A., B.L., (Hons.)  
Judicial Magistrate No.I,  
Tirupathur

records and having stood over for consideration till this day, this court delivered the following.

### **JUDGMENT**

1) The Complaint has been filed by the Complainant against the Accused under section 138, 142 of the Negotiable Instruments Act (Hereinafter referred as “NI Act”)

**2) The contents of the Complaint in brief is as follows:-**

The accused was doing real estate business along with her husband namely Meganathan. The husband of the accused and the complainant are friends that being so, the accused also friend to the complainant through her husband. The accused approached the complainant on February 2021 and availed a hand loan of Rs.8,50,000/- for her business improvement and agreed to repay the said amount of Rs.8,50,000/- within three months and obtained the money from the house of the complainant. The accused issued a post-dated cheque bearing No.000911 dated 27.04.2021 for Rs.8,50,000/- to the complainant and the accused has promised that the cheque would be honoured if presented the above said cheque for the collection. The complainant presented the said cheque No. 000911 for collection on 27.04.2021 in his account maintained in Federal Bank, Tirupattur Branch. The same has been processed by the bank and returned the said cheque stating “Funds Insufficient” vide return memo dated 29.04.2021. The complainant issued a legal notice on 06.05.2021

STC 1133/2021  
Dated 10.03.2026

SD/-K.S.Dinesh, B.A., B.L., (Hons.)  
Judicial Magistrate No.I,  
Tirupathur

to the accused demanding repayment of the money due as well as intimating that the complainant would initiate criminal action u/s 138 & 142 of the Negotiable Instrument Act. The said notice was received by the accused on 07.05.2021 and the accused issued a false reply notice dated 22.05.2021 to the complainant's counsel stating false allegations. Hence the complaint has been filed.

3) On receipt of the complaint, sworn statement of the complainant was taken and cognizance was taken and process was issued against the accused along with copy of the complaint under section 204(3) Crpc. On appearance, the accused appeared and was questioned about the substance of accusation made in the complaint. The accused pleaded not guilty and claimed to be put on trial.

4) The Complainant examined himself as PW-1 and Exb.P-1 to Exb.P-5 were marked. Furthermore Exb.D-1 to Exb.D-4 was marked through PW1 cross examination. The case of the complainant as could be seen from the evidence of the prosecution side is as follows:-

PW-1 :- The accused is doing real estate business along with her husband namely Meganathan. The husband of the accused and PW-1 are friends that being so, the accused also friend to PW-1 through her husband. The accused approached PW-1 on

STC 1133/2021  
Dated 10.03.2026

SD/-K.S.Dinesh, B.A., B.L., (Hons.)  
Judicial Magistrate No.I,  
Tirupathur

February 2021 and availed a hand loan of Rs. 8,50,000/- for her business improvement and agreed to repay the said amount of Rs. 8,50,000/- within three months. The accused did not repay any amount. After the said three months also the accused failed to repay the amount of Rs.8,50,000/-. The accused had issued a post-dated Cheque bearing No.000911 dated 27.04.2021 for Rs.8,50,000/- to the complainant and the accused has promised that the cheque would be honoured if present the above said cheque for the collection on the said dated i.e., 27.04.2021. PW-1 presented the said cheque No. 000911 for collection on 27.04.2021 in his account maintained in Federal Bank, Tirupattur Branch. The same has been processed by the bank and returned the said cheque stating “Funds Insufficient” vide return memo dated 29.04.2021. PW-1 issued a legal notice on 06.05.2021 to the accused demanding repayment of the money due as well as intimating that the complainant would initiate criminal action u/s 138 & 142 of the Negotiable Instrument Act. The said notice was received by the accused on 07.05.2021 and the accused issued a false reply notice to PW-1’s counsel. Hence the complaint has been filed.

5) After closing of the evidence on the side of the complainant, the incriminating portion of the complainant side evidence were put forth to the accused under section 313(1)(b) Crpc and the same were denied by the accused as false and further stated that he has evidence to lead on the side of the defence.

STC 1133/2021  
Dated 10.03.2026

SD/-K.S.Dinesh, B.A., B.L., (Hons.)  
Judicial Magistrate No.I,  
Tirupathur

6) No witnesses were examined on the part of the Defense side and no documents were marked. However Exb.D-1 to Exb.D-4 were marked on the Defense side during the cross-examination of PW-1.

7) Point for Determination:-

"Whether the Complainant has proved the guilt of the accused beyond all reasonable doubt or not?"

**Discussions:-**

8) After hearing rival arguments on both sides and on perusal of the records, it comes to know that the Complainant and Accused are known to each other. Furthermore the accused did not deny the issuance of cheque or the signature contained in the said cheque. Though in the cross-examination alone the Accused denies the signature in the Exb.P-1 cheque, upon perusal of the Exb.P-5 reply notice, there is no denial of the signature found in the cheque. Furthermore the defense side has not produced any oral or documentary evidences to show that the signature found in the Exb.P-1 cheque is not that of the accused. Furthermore the defense side has not sent the disputed cheque for forensic examination. Since the Defense side has not taken the specific defense of denial of signature at the earliest point of time and since the defense side has not produced any oral or documentary evidences to prove that the signature found in the Exb.P-1 cheque does not belong to him, the Defense side

has failed to prove through sufficient evidences to satisfactorily dispute the signature found in the Exb.P-1 cheque. Hence it can be ascertained that the signature found in the Exb.P-1 cheque is the signature of the accused. Further there is no dispute that the cheque in question was returned unpaid for the reason “Funds Insufficient”. However the Defense side disputes the existence of any legally enforceable debt between the parties and the consequent issuance of cheque for discharging any legally enforceable debt or liability.

9) The Hon’ble Supreme Court of India in Rangappa Vs. Sri Mohan reported in 2010 (3) CRIMES 40 (SC), held as follows:-

“when the signature is admitted by the accused, then the presumption can be drawn in favour of the complainant including the legally enforceable debt and such presumption will be rebuttable in nature”.

In the present case also, since it has already been decided that the signature found in the Exb.P-1 cheque belongs to the accused and the Defense side having admitted the signature contained in the cheque in question, this court is inclined to draw the initial statutory presumption in favour of the complainant. When the initial presumption is available in favour of the complainant, the duty is cast upon the accused to rebut the presumption available in favour of the complainant.

STC 1133/2021  
Dated 10.03.2026

SD/-K.S.Dinesh, B.A., B.L., (Hons.)  
Judicial Magistrate No.I,  
Tirupathur

10) In order to rebut the presumption available in favour of the complainant, the accused raised the following defences:-

- a) The complainant barged into the house of the accused and took away the three icici bank cheques of the accused and has filed the present complainant by presenting one of the said cheque.
- b) There is no existence of legally enforceable debt between the complainant and the accused.

11) **Defense Nos.1, 2 :- The complainant barged into the house of the accused and took away the three icici bank cheques of the accused and has filed the present complainant by presenting one of the said cheque. Hence there is no legally enforceable debt.**

It is the case of the Defense side that the cheque was not issued by the accused to the complainant and that there was a financial investment made by the complainant, the accused and her husband in one Daya Infotech finance firm run by one Livingston Senthil and since the said Livingstone Senthil failed to return the amount invested by the complainant, he barged into the house of the accused along with his men and threatened the accused and took away 3 ICICI cheques of the accused and presented

STC 1133/2021  
Dated 10.03.2026

SD/-K.S.Dinesh, B.A., B.L., (Hons.)  
Judicial Magistrate No.I,  
Tirupathur

one of the said cheque for collection. In order to prove the same, the Defense side has produced Exb.D-1 to D-4 marked during the cross-examination of PW-1. Exb.D-1 is the legal notice dated 26.08.2020 issued by the husband of the accused to the Complainant. Exb.D-2 is the reply notice dated 15.09.2020 issued by the complainant to the counsel of the Accused's husband. Exb.D-3 is the CSR 348/2020 dated 07.07.2020 issued by the Kandili Police Station based on the complaint lodged by the husband of the complainant. Exb.D-4 is the First Information Report in Cr.No.170/22 of Kandili Police Station. All the said documents have been admitted by the Complainant side. Furthermore there is no dispute that the said Meganathan is the husband of the Accused.

12) Upon perusal of the Exb.D-1 legal notice dated 26.08.2020 issued by the husband of the accused to the complainant, it has been mentioned that there was investments made by the complainant, the husband of the accused and other relatives to Daya Infotech run by one Livingstone Senthil and that the said person did not return the investments made and hence the complainant barged into the house of the accused and took away 3 ICICI Bank cheques of the accused. Upon perusal of the Exb.D-2 reply notice issued by the Complainant, he has mentioned that a sum of Rs.32,00,000/- was given as loan to by the complainant to the husband of the accused in the year 2019 on various dates and as security has obtained signed cheques and

STC 1133/2021  
Dated 10.03.2026

SD/-K.S.Dinesh, B.A., B.L., (Hons.)  
Judicial Magistrate No.I,  
Tirupathur

promissory notes for the same. Furthermore the defense side has produced Exb.D-3 which is the CSR receipt dated 07.07.2020 on the complaint given by the husband of the accused against the Complainant regarding land dispute. Exb.D-4 is another first information report in Cr.No.170/2022 of Kandili Police station based on the complaint given by the husband of the accused against the complainant and his family members. Hence it can be ascertained that there has been continuous dispute between the complainant and the accused family since 2020 till 2022. It is pertinent to note that the present loan of Rs.8,50,000/- is alleged to have been obtained by the accused from the complainant in February 2021 i.e., after the issuance of Exb.D-1 legal notice and Exb.D-2 reply notice and before issuance of Exb.D-4 complaint. As per the Exb.D-2 reply notice issued by the complainant, it has been admitted by the complainant that there is a pending loan of about Rs.32,00,000/- from the husband of the accused payable to the accused. While that being so, as per the complaint, the complainant has issued another loan of Rs.8,50,000/- to the Accused who is jointly engaged in real estate with her husband in February 2021 i.e., just 6 months after the issuance of the Exb.D-2 reply notice. Since there is already an outstanding loan amount of Rs.32,00,000/- payable by the husband of the accused, any prudent man would not give an additional loan of Rs.8,50,000/- to the accused without clearing the said outstanding dues. Furthermore it has been clearly mentioned that the accused is doing real estate business along with her husband and the loan has been obtained only

STC 1133/2021  
Dated 10.03.2026

SD/-K.S.Dinesh, B.A., B.L., (Hons.)  
Judicial Magistrate No.I,  
Tirupathur

for business improvement. Hence it is well within the knowledge of the complainant that the accused and her husband are jointly engaged in real estate business. While that being so, no prudent man will give additional loans for the development of the business of a person from whom there is already a huge amount of Rs.32,00,000/- outstanding. Hence a cloud of doubt arises as to whether the said amount of Rs.8,50,000/- was indeed given by the complainant to the accused in February 2021. Thus the Defense side having raised a probable defense, the onus of proof shifts to the complainant to prove the existence of a legally enforceable debt. However the defense side has not produced any oral or documentary evidences to show that there is a legally enforceable debt pending between the complainant and the accused. The complainant side has not produced any iota of evidence to show that there was any single transaction between the complainant and the accused. Hence the Complainant side has failed to prove the existence of a legally enforceable debt. Hence the Complainant side has failed to prove the guilt of the accused under section 138 of Negotiable Instruments Act.

13) In the result, the Accused is found not guilty of offence under section 138 and 142 of the Negotiable Instruments Act and the Accused is acquitted as per section 255(1) of Cr.PC. Any bail bond executed by the accused shall stand cancelled after the expiration of the appeal time.

STC 1133/2021  
Dated 10.03.2026

SD/-K.S.Dinesh, B.A., B.L., (Hons.)  
Judicial Magistrate No.I,  
Tirupathur

Dictated to the Typist, transcribed and typed by him on computer, corrected and pronounced by me in open court on 10<sup>th</sup> day of March 2026.

**SD/-K.S.Dinesh, B.A., B.L., (Hons.)  
Judicial Magistrate I,  
Tirupathur.**

**Appendix**

**Complainant side Witnesses:-**

1) P.W-1 : Viswanathan

**Complainant side Exhibits:-**

- 1) Exb.P-1 : 27.04.2021 dated Original Cheque bearing No.000911 for Rs.8,50,000/-drawn on ICICI Bank, Tirupathur Branch
- 2) Exb.P-2 : 29.04.2021 dated Return memo
- 3) Exb.P-3 : 06.05.2021 office copy of the lawyer notice.
- 4) Exb.P-4 : 07.05.2021 Received Acknowledgment card of the accused
- 5) Exb.P-5 : 22.05.2021 dated reply notice

**Accused side Witnesses :-** -NIL-

**Accused side Exhibits:-**

- 1) Exb.D-1 : 26.08.2020 dated Legal notice issued by the husband of the accused to the Complainant
- 2) Exb.D-2 : 15.09.2020 dated reply notice issued by the complainant to the counsel of the Accused's husband

STC 1133/2021  
Dated 10.03.2026

SD/-K.S.Dinesh, B.A., B.L., (Hons.)  
Judicial Magistrate No.I,  
Tirupathur

- 3) Exb.D-3 : 07.07.2019 dated Kandili P.S CSR 348/2020.
- 4) Exb.D-4 : Cr.No.170 of 2022 Kandili P.S FIR Online copy

**Note:-**

- 1) No witness was detained for more than three days without examination
- 2) The case result communicated to parties.

**SD/-K.S.Dinesh, B.A., B.L., (Hons.)  
Judicial Magistrate I,  
Tirupathur.**

STC 1133/2021  
Dated 10.03.2026

SD/-K.S.Dinesh, B.A., B.L., (Hons.)  
Judicial Magistrate No.I,  
Tirupathur