

IN THE COURT OF JUDICIAL MAGISTRATE NO. I AT TINDIVANAM

Present: Smt. M.Elavarasi, M.L.,

Judicial Magistrate No. I, Tindivanam

Dated on Monday, this the 23rd day of March 2026

S.T.C.No. 412 of 2022

(CNR No.TNVP10-000666-2022)

SI. NO.	CASE NO.	STC No. 412 OF 2022
1	Complainant Address	Dhamotharan, S/o Elumalai, Nadutheru, Agoor Village, Tindivanam Taluk
2	Name of the Accused	Mathiyazhagan S/o Govindasamy, Mannampoondi Village, Hospital Road, Agoor Village, Tindivanam Taluk
3	Offence	-
4	Report of Complaint	21.01.2021
5	Apprehension of Accused	-
6	Commencement of Trial	13.09.2023
7	Close of Trial	08.01.2026
8	Sentence of Order	This Court held that the accused is guilty for offences under Sec: 138 of Negotiable Instruments Act and sentenced to two years of simple imprisonment and fine of Rs. 4,10,000/- (Rupees Four Lakhs Ten Thousand Only) to be paid within a month from the date of Judgment, in default of payment of fine amount, the accused shall further sentenced to one month simple imprisonment. This court by virtue of section 357 Cr. P. C. orders that the whole amount of

		fine recovered to be applied in the payment of compensation to the complainant.
9	Explanation of Delay and Remarks	----
10	Date of examination in-chief and cross-examination of a witness	PW1 - Chief 26.11.2024
11	Date of examination of the accused under Section 313 of the Code	19.06.2025

This case came up for final hearing in the presence of Thiru.V.Sampath, B.A., B.L., Learned Counsel appearing for the Complainant and Thiru.Y.Thangaraj, B.A., B.L., Learned Counsel appearing for the Accused. After hearing both sides, upon perusing the records having stood over for consideration till this day, this Court delivers the following:

JUDGMENT

1 Gist of Complainant's Case:

The complainant and accused are known to each other. On 20.12.2019 the complainant had given hand loan of a sum of Rs.2,25,000/- to the accused for his urgent family expenses. The accused assured to repay the amount within a six months. On 12.06.2020, when the complainant demanded repayment of the loan, the accused sought further time. Subsequently, the accused issued a cheque dated 20.11.2020 bearing No.857948 for a sum of Rs. 2,25,000/- drawn on Vijaya Bank, Tindivanam branch. As per the instruction given by the accused, the complainant presented the cheque on 20.11.2020 in the Union Bank of India, Tindivanam and the same was dishonoured as "Funds insufficient". The return

memo was intimated on 23.11.2020. In spite of repeated demands, the accused had not repaid the cheque amount. The complainant issued legal notice dated 15.12.2020 to the accused. On 17.12.2020 the accused received the legal notice. The accused neither repaid the amount nor made any reply. Thus the complainant has filed the present complaint seeking relief to take cognizance and issue summons to the accused and after enquiry convict the accused for the offence under section 138 Negotiable Instrument Act and order to pay the appropriate compensation.

2 Upon due consideration of Complaint and other documents filed there with, this Court satisfied that the prima facie case exists and taken cognizance for offence under Section 138 Negotiable Instrument Act against the accused and issued summons to the accused. On appearance of accused before this Court, copy of the complaint along with the documents served of free of cost to the Accused. After sufficient time, substance of accusation for offence u.s 138 Negotiable Instruments Act explained to the accused and questioned, the accused denied as false case. Then the complainant was directed to adduce his evidence.

3 **Evidence adduced on both sides:**

The complainant has examined himself as PW-1 and marked documents Ex.P-1 to P-4. No evidence adduced by the accused.

4 After complainant side evidence completed, the accused was questioned about the incriminating materials under section 313(1)(b) of CrPC, the accused

replied as "நான் புகார்தாரரிடம் ரூ. 96,000 தான் கடன் வாங்கினேன்" The accused has not adduced any evidence even after provided sufficient time then the defence side evidence has been closed.

5 Points for Determination:

The points to be determined in this case are:-

- i Whether the complainant is entitled to claim the benefits of presumptions provided under sections 118 and 139 of Negotiable Instrument Act ?*
- ii Whether such presumptions are rebutted by the accused ?*
- iii Whether the accused is found guilty of offence punishable under section 138 of Negotiable Instruments Act and if so, for what sentence this accused is liable for ?*

6 Arguments advanced on both sides:-

6.1 The Learned counsel for Complainant filed written submissions and submitted that the sign in the cheque is not disputed by the accused. The complainant exhibited Ex.P1 to Ex.P4. The accused had not adduced any evidence and rebut the presumptions under S: 118 & 139 of Negotiable Instruments Act. Thus, the accused to be punished for the offences under S:138 of Negotiable Instruments Act. In the settlement talks during the trial, the accused admitted to repay and paid Rs. 10,000/- on 24.09.2025 and Rs. 10,000/- on 03.02.2026 through gpay and bank statement filed. However, the remaining amount not paid by the accused.

6.2 No oral submissions made on behalf of the accused, though sufficient time granted.

7 Appreciation of Evidence:

7.1 Whether the complainant is entitled to claim the benefits of presumptions provided under sections 118 and 139 of Negotiable Instrument Act ?

The complainant Thiru. Dhamotharan had examined himself as PW1 and exhibited the cheque dated 20.11.2020 bearing No.857948 for a sum of Rs.2,25,000/- drawn on Vijaya Bank, Tindivanam branch signed by the accused in favour of the complainant as Ex.P1. The accused had not disputed his signature in the cheque. On questioning of substance of accusation, the accused simply denied the complaint as false case. Thus the statutory presumptions in regard to date, amount, drawer and drawee and other endorsements in the cheque, it is issued for legally enforceable debt as per S:118, 139 of Negotiable Instruments Act is to issued in favour of the complainant.

7.2 Whether such presumptions are rebutted by the accused ?

The Complainant Thiru. Dhamotharn examined as PW1 and examined in chief by proof affidavit, in which reiterated the contents of the complaint. The cheque dated 20.11.2020 bearing No. 857948 for a sum of Rs. 2,25,000/- drawn on Vijaya Bank, Tindivanam branch as Ex.P1, Return memo dated 20.11.2020 issued by the Union Bank of India, Tindivanam branch was marked as Ex.P2, Legal notice dated 15.12.2020 along with postal receipt was marked as Ex.P3, postal tracking consignment was marked as Ex.P4. Even after providing sufficient opportunity, PW1 was not cross examined by the accused.

7.3 When the case was posted for defence side evidence, no evidence adduced by the accused after sufficient opportunity provided, the defence side evidence closed on 08.01.2026.

7.4 The evidence of PW1 not rebutted by the accused either by cross examination of Pw1 or by defence evidence. The accused has not adduced any evidence on his behalf. Thus, the presumptions is not rebutted by the defence side and the second point of determination is answered against the accused. From the Bank statement of complainant and written arguments, it is understood that the accused has paid Rs. 20,000/- during trial, thereafter not chosen to appear before this Court either in person or through counsel.

7.5 **Whether the accused is found guilty of offence punishable under section 138 of Negotiable Instruments Act and if so, for what sentence this accused is liable for ?**

This court considers that the facts regarding issuance of Ex.P1- cheque dated 20.11.2020 dishonouring of the same by the bank for the insufficiency of funds, failure of this accused to repay even after receipt of statutory legal notice- Ex.P3 have been proved sufficiently by the complainant. During the questioning of substance of accusation and questioning under section 313(1) (b) Cr.P.C, the accused simply denied as false Case and false evidence. Hence, this court finds the accused to be guilty of offence under section 138 of Negotiable Instrument Act.

8 Findings:

It is observed that the cheque is dated 20.11.2020 and it was presented on the same day. The cheque was returned on 20.11.2020 for insufficient funds. Within the

period of 30 days, legal notice demanding the payment of cheque amount issued on 15.12.2020. No reply notice issued by accused. After expiry of 15 days from the receipt of legal notice, the complaint filed within one month i.e. on 21.01.2021. The statutory presumptions in regard to the endorsements in the cheque was granted in favour of the complainant and the same was not rebutted by the accused by probable defences. The part payment of Rs. 20,000/- paid by accused during trial, yet not settled the entire amount. Thus, the accusations for offences under S:138 of Negotiable Instruments Act against the accused is concluded as proved.

In the result, this Court held that the accused is guilty for offences under Sec: 138 of Negotiable Instruments Act and sentenced to two years of simple imprisonment and fine of Rs. 4,10,000/- (Rupees Four Lakhs Ten Thousand Only) to be paid within a month from the date of Judgment, in default of payment of fine amount, the accused shall further sentenced to one month simple imprisonment as under S: 255(2) Cr.P.C. This court by virtue of section 357 Cr.P.C. orders that the whole amount of fine recovered to be paid as compensation to the complainant.

Dictated to Steno - Typist, typed by him, corrected and pronounced by me in the open Court on this 23rd day of March 2026

**Judicial Magistrate No. I,
Tindivanam**

List of Complainant Witness:-

P.W.1 – Tr. Dhamodharan

List of Complainant side exhibits:-

Exhibit	Date	Description	Filed by	Marked Through	Nature
Ex.P-1	20.11.2020	Cheque No: 857948 for a sum of Rs. 2,25,000/- drawn on Vijaya Bank, Tindivanam Branch	PW1	PW1	Original
Ex.P-2	20.11.2020	Return memo	PW1	PW1	Original
Ex.P-3	15.12.2020	Legal notice	PW1	PW1	Office Copy
Ex.P-4	17.12.2020	Postal tracking consignment	PW1	PW1	Computer Copy

List of Defence Witness and exhibits:- Nil

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