

TNVR020049122025

Judgement Reserved on : 10.07.2026

Judgement Pronounced on : 17.07.2026



**IN THE COURT OF THE JUDICIAL MAGISTRATE,
FAST TRACK COURT, SRIVILLIPUTTUR.**

**Present: Thiru. R. Sundara Kamesh Marthandan, M.L.,
Judicial Magistrate, Fast Track Court, Srivilliputtur.**

Friday, on the 17th day of July 2026

S.T.C. No. 1485 of 2025

Radhakrishnan through his
Power Agent Sankareswari

...Complainant

-vs-

Saravanakumar Vijayan

... Accused

1.	S.T.C. No.1485 of 2025	
2.	Offence	Under Section 138 of Negotiable Instrument Act
Description of the Accused		
3.	Name	Saravanakumar Vijayan
4.	Accused's Father's name	Vijayan
5.	Occupation	Business
6.	Address	Senthil Andavar Job Placement and Marine Service, Door No.24A, D.K.Plaza, North Gate, S.S.Colony, Madurai-16.
7.	Age	30/2026
Date of		
8.	Occurrence	21.06.2025
9.	Complaint	12.07.2025

10.	Apprehension	Nil												
11.	Released on Bail	Not Applicable												
12.	Commitment	Not Applicable												
13.	Commencement of Trial	10.10.2025												
14.	Closure of Trial	04.07.2026												
15.	Sentence or Order	Conviction												
16.	Service of Copy of Judgement or Finding on Accused	No. Since Accused had not appeared												
17.	Period of Remand of the Accused	Nil												
18.	Date of Filing of the Final Report/ Complaint	12.07.2025(Complaint)												
19.	Date of Questioning under Sections 240, 246 & 251 Cr.P.C.	04.12.2025												
20.	Miscellaneous Petitions and their Results	Nil												
21.	Date of Examination in Chief and Cross:	<table border="1"> <tr> <td>P.W's</td><td>Chief</td><td>Cross</td></tr> <tr> <td>P.W1</td><td>10.10.2025</td><td>Nil</td></tr> <tr> <td>D.W's</td><td>Chief</td><td>Cross</td></tr> <tr> <td>Nil</td><td>Nil</td><td>Nil</td></tr> </table>	P.W's	Chief	Cross	P.W1	10.10.2025	Nil	D.W's	Chief	Cross	Nil	Nil	Nil
P.W's	Chief	Cross												
P.W1	10.10.2025	Nil												
D.W's	Chief	Cross												
Nil	Nil	Nil												
22.	Date of Examination of Accused under Section 351 BNSS.,	Closed												
23.	Details of Abscondence of Accused and his Appearance/ Production	Nil												
24.	Grant of Stay by Superior Court and the results thereof.	Nil												
25.	Explanation of Delay													
	The above Complaint was filed on 12.07.2025 on the file of this Court. The Affidavit filed along with the Complaint was treated as Sworn and Pre-Summon													

Evidence was recorded on 10.10.2025 Cognizance of the offence was taken on 10.10.2025 and numbered as S.T.C. No. 1485 of 2025 and summons was issued to the Accused. Upon furnishing copies to the Accused, Preliminary Questioning was done on 04.12.2025. PW1 was examined in Chief on 10.10.2025. PW1 was not Cross Examined by the Accused. When the case was posted for Questioning under Section 351 of Bharatiya Nagarik Suraksha Sanhita, 2023, as the Accused absented himself, the same was dispensed with, as per the law, held in Navneet Singh Gogia and another -vs- State of Maharashtra and another reported in 2025 SCC Online Bombay 145 and Defence Evidence, was also closed. Thereafter hearing the Complainant Side Arguments and Upon perusing the case records, Judgement is pronounced today.

This Case came up before this Court on 10.07.2026. Advocates Mr. J.Babusamy, for the Complainant, Advocates M/s. P.Bilijesh Patel, K.Santhkumar, & S.Sathyan, for the Accused. Upon perusing the case records and stood over for consideration, till date, this Court delivers the following:

JUDGEMENT

1. The Complainant had filed the above Complaint, under Section 223 of Bharatiya Nagarik Suraksha Sanhita, 2023 Read with Section 142 of Negotiable Instruments Act, 1881 for offence punishable under Section 138 of Negotiable Instruments Act, seeking a Judgement to Punish the Accused and to award Compensation, to the Complainant under Section 396 of Bharatiya Nagarik Suraksha Sanhita, 2023.

2. The Complainant had stated that he came Power of Attorney to his Mother to Prosecute the above Case. Further, he had stated that he had studied Diploma Mechanical Engineering. The Accused is running Senthil Andavar Job Placement and Marine Service, Concern. As the Complainant came to know that the Accused, through his Concern sending men to Foreign Countries for employment and that the Complainant along with his relative Ramasubbu approached the Accused and requested the Accused to get employment for the Complainant at Foreign. The Accused had accepted the same and told that, he will get employment for the Complainant at General Hotel Management, Canada and told that Rs. 3,00,000/- (Rupees Three Lakhs Only), will be required for arranging that Job, for the Complainant.

3. The Accused in the Presence of Complainant's relative Ramasubbu had received the said Rs. 3,00,000/- (Rupees Three Lakhs Only). Upon receiving the said amount, the Accused Promised that he will get Employment for the Complainant very soon and will give the Appointment Order. However the Accused had not obtained employment for the Complainant. When the Complainant called on the Accused in Person as well as over Phone, there is no response. When the Complainant met the Accused in Person, the Accused told that for now, there is no possibility for sending the Complainant abroad and transferred Rs. 50,000/- (Rupees Fifty Thousand Only) to the Complainant's Account on 08.04.2025.

4. The Accused by telling that, he will return the balance sum of Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand Only) and issued Cheque dated 08.05.2025 bearing No. 444982, drawn on IDBI Bank, Sivagangai Branch, for Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand Only) to the Complainant. The Complainant had presented the said Cheque in his Axis Bank Ltd. Srivilliputtur Branch. The same got returned Dishonoured for the reason, Funds Insufficient. The Cheque Return was informed to the Complainant on 09.05.2025. When the Complainant called the Accused, over Phone, the Accused had not responded. The Accused avoided the Complainant.

5. The Accused acted in a manner to defraud the Complainant. As he is liable to pay money to the Complainant, the Accused is liable to pay money to numerous Person. Afraid of the Police registering case against him, in order to avert the same, the Accused himself gave Petition before District Legal Services Authority Sivagangai. In his Petition, enquiry was conducted on 19.05.2025 and during the end of that Month. The Accused had not appeared for those enquiries and informed through his Advocate, that he will repay money, within a month or two. The Accused had acted with Pre-determined Motive, to defraud the Complainant and had issued Cheque, without having Funds in his Bank Account. The Accused is liable to be punished for Offence under Section 138 of Negotiable Instruments Act, 1881.

6. The Complainant had issued Legal Notice dated 03.06.2025 to the Accused on 04.06.2025 and thereby demanded the dishonoured Cheque amount, within fifteen days,

therefrom. The Accused had received the said notice on 05.06.2025. The Accused had not paid the Cheque Amount or issued any Reply till the date of filing the above Complaint. Hence the above Complaint.

7. Upon treating the Affidavit, filed along with the Complaint, as Sworn Statement, Cognizance of Offence under Section 138 of Negotiable Instrument Act 1881 was taken and the case was taken on file and summons was issued to the Accused along with the Complaint copy. Upon the appearance of Accused, Preliminary Questioning was done. As the Accused denied the accusation, the Complainant was called upon to prove his case.

8. The Complainant examined his Power Agent as PW1 and exhibited Ex.P1 to P7. The Accused had not come forward to Cross Examine PW1. Thereafter when the case was posted for examination of Accused under Section 351 of Bharatiya Nagarik Suraksha Sanhita, 2023, the Accused had not appeared before this Court and availed the opportunity granted to him. Hence, as per law, held by the Hon'ble Bombay High Court in Navneet Singh Gogia and another -vs- State of Maharashtra and another reported in 2025 SCC Online Bombay 145, the same was dispensed with. The Accused had not let in any Oral or Documentary Evidence.

9. The Point for consideration is whether the Complainant had proved the accusation, made against the Accused, beyond all reasonable doubts?

10. The Complainant's Power Agent is Complainant's mother. She had stated that, she is Personally aware of the Case Facts and had exhibited the Power of Attorney printed on E-Stamp Certificate issued on 03.07.2025, whereby the Complainant had authorised his Mother Sankareswari to act as his Power of Attorney, to Prosecute the Accused for Cheque Bounce Case. The Complainant by exhibiting Ex. P2 Cheque dated 08.05.2025, bearing No.444982 drawn on IDBI Bank, Sivagangai Branch, Account bearing No.0284104000247900, in the name of the Complainant for Rs. 2,50,000/- (Rupees Two Lakh and Fifty Thousand Only) had proved that the Accused had drawn the Cheque in his Banker.

11. The Complainant by exhibiting Ex. P3, Return Memo dated 09.05.2025, issued by Axis Bank, Srivilliputtur Branch had proved that, Ex. P2 Cheque was presented for encashment within its validity period and that Ex. P2 Cheque, got returned dishonoured for the reason 'Funds Insufficient'. The Complainant by exhibiting Ex. P4 Legal Notice dated 03.06.2025 along with Postal Receipt dated 04.06.2025, had proved that within thirty days of dishonour, he had made Written Demand, for the dishonoured Cheque amount, from the Accused. The Complainant by exhibiting Ex. P5 Acknowledgement Card dated 05.06.2025, had proved that Ex. P4 Legal Notice was received by the accused. The Complainant had also exhibited his Aadhaar Card bearing No. 9948 4396 9784 as Ex. P6 and his Power of Attorney's Aadhar Card bearing Number 2005 7664 2354 as Ex. P7.

12. Though the Accused had entered appearance, he had not come forward to Cross Examine PW1. The Accused in his Preliminarily Questioning had stated that, he do not know, how his Cheque went into the hands of the Complainant. The Accused had admitted that, he is liable to pay Rs. 3,00,000/- (Rupees Three Lakhs Only) to the Complainant. He also claimed that, he had repaid a sum of Rs. 75,000/- (Rupees Seventy Five Thousand Only) to the Complainant. The answer given by the Accused during is Preliminary Questioning is extracted hereunder:- “காசோலை எவ்வாறு புகார்தாரரிடம் சென்றது என தெரியவில்லை. புகார்தாரருக்கு நான் ரூபாய் மூன்று இலட்சம் கொடுக்க வேண்டி இருந்தது. வழக்கறிஞர் அறிவிப்பு பெறுவதற்கு முன்பே நான் அவரிடம் ரூபாய் எழுபத்தி ஐந்து ஆயிரம் கொடுத்துவிட்டேன்.” Having stated so during his Preliminary Questioning the Accused had not produced any material records to show that he had repaid Rs. 75,000/- (Rupees Seventy Five Thousand Only) to the Complainant.

13. The Answer given by the Accused during Preliminary Questioning corroborates, the Complainant's case. The Accused by merely stating that he do not know as to how, Ex. P2 Cheque went into the hands of the Complainant, claim that, he had rebutted the Statutory Presumptions, under Section 118 and 139 of Negotiable Instruments Act, 1881. The Accused had not let in any oral or documentary evidence, in defence. He had not Cross Examined PW1. As such there is no material evidence before

this Court either to make the Complainant's case improbable or to hold that the Accused had rebutted the Statutory Presumptions available in favour of the Complainant's Case.

14. The Accused could have produced, such material records for his alleged repayment of Rs. 75,000/- (Rupees Seventy Five Thousand Only) to the Complainant, either by submitting himself for Questioning under Section 351 of Bharatiya Nagarik Suraksha Sanhita, 2023 or by examining himself as Defence Witness. The Accused had not did, either of it. The Complainant having said that, he paid Rs. 3,00,000/- (Rupees Three Lakhs Only), had also stated that the Accused had repaid Rs. 50,000/- (Rupees Fifty Thousand Only) by way of Account Transfer on 08.04.2025. As such, the Accused ought to have Produced, material records to show that, he had repaid another Rs. 25,000/- (Rupees Twenty Five Thousand Only), apart from the Rs. 50,000/- (Rupees Fifty Thousand Only) admitted by the Accused. However he had not produced any material records.

15. At this juncture, it would be appropriate to rely on the Judgement of the Hon'ble Supreme Court in Rajesh Jain -vs- Ajay Singh reported in 2024(1) MWN (Cr.) DCC 49 SC, wherein the Hon'ble Supreme Court had held as follows:- *“31 Presumption, on the other hand, literally means “taking as true without examination of proof. In Kumar Exports –vs- Sharma Exports, 2009 (2) SCC 513, this Court referred to Presumption as “devices by use of which Courts are enabled and entitled to pronounce on an issue notwithstanding that there is no evidence or insufficient evidence”.*

16. In that citation, it is also held as follows:- “29. *There are two sense in which the phrase ‘burden of proof’ is used in the Indian Evidence Act, 1872(Evidence Act, hereinafter). One is the burden of proof arising as a matter of pleading and the other is the one which deals with the question as to who has first to prove a Particular Fact. The former is called the ‘legal burden’ and it never shifts, the latter is called the ‘evidential burden’ and it shifts from one side to the other. [See Kundalal v. Custodian Evacuee Property, AIR 1961 SC 1316].*” The statutory provisions under Section 118 and 139 of Negotiable Instruments Act, 1881, will be applicable once the Payee namely the Complainant proves that the Accused had drawn the Cheque. As discussed above, the Accused had not made, his defence Probable.

17. In view of the discussions made above, this Court holds that the Complainant had proved Ex. P2, Cheque was drawn by the Accused, from the Account maintained by him, in his banker and it was presented for encashment, within it's Validity Period and it got returned for the reason “Funds Insufficient” and that the Complainant had caused Ex. P3 Notice, within thirty days from the date of dishonour and called upon the Accused to pay the Cheque Amount, within fifteen days, therefrom and that the Accused had not paid the Cheque Amount, within fifteen days and in view of the statutory presumptions under Section 118 and 139 of Negotiable Instruments Act and in view of the law declared by the Hon'ble Supreme Court, interpreting those provisions, this Court holds that the Complainant had proved Foundation facts and the Accused had not rebutted the

Statutory Presumptions available under Sections 118 & 139 of Negotiable Instruments Act, 1881.

18. Hence, this Court is of the considered view, that the Complainant had proved the Complaint i.e. the Accused had committed offences punishable under Section 138 of the Negotiable Instruments Act, 1881. The Accused is guilty of the said Offence. The Complainant apart from praying to Punish the Accused, had also asked to award Compensation. The Accused is said to have received money from the Complainant, under the pretext of getting employment abroad. It is also stated by the Complainant, that the Accused in order to Pre-empt Criminal action against him, had approached District Legal Services Authority, Sivagangai. Though, he had promised to repay the monies, received by him in a month or two, he had not repaid. The same gives inference, that the Accused has the Modus Operandi of enticing Unemployed Youth, with false promise of getting employment abroad and extract money from them and later embellish it. For an Unemployed Youth, betrayal to him, under the pretext of getting Employment, will be like, adding Pain to this Injury. Hence, in order to Compensate the Monetary Loss and Mental Agony, suffered by him, awarding double the Amount of Compensation, would be Proper. Hence this Court is of the Considered view that the Complainant would be sufficiently compensated, if double the Cheque amount is ordered to be paid as damages.

19. Since the Complainant had stated that a sum of Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand Only) was paid by the Complainant to the Accused in Cash, as per the dictum of the Hon'ble Supreme Court in The Correspondence, RBANMS Educational Institution -vs- B.Gunashekar & Another reported in 2025 SCC Online SC 793 (2025 INSC 490), it is hereby ordered to intimate the Jurisdictional Income Tax Authority, regarding the Cash Transactions stated in the above case and furnish Copies of relevant documents, if requested by them.

In the result,

(i) the Accused is found guilty of Offence under Section 138 of Negotiable Instruments Act, 1881, for dishonour of Ex. P2 Cheque and a Judgement of Conviction is passed under Section 278(2) of Bharatiya Nagarik Suraksha Sanhita, 2023 and the Accused is convicted and sentenced to undergo Two Years Simple Imprisonment and

(ii) the Accused is also directed to pay Compensation of Rs. 5,00,000/- (Rupees Five Lakhs Only), to the Complainant under Section 395 of the Bharathiya Nagarik Suraksha Sanhita, 2023, within One Month from today, in default, the Accused shall undergo One Month Simple Imprisonment.

Dictated to the Typist, Directly and Typed by her, in Computer corrected and pronounced by me in Open Court this, the 17th day of July 2026.

Judicial Magistrate, Fast Track Court
Srivilliputtur.

Complainant Side Witnesses:

1. PW1 - Sankareswari

Complainant Side Documents:

Ex. P1	03.07.2025	Power of Attorney issued by the Complainant to PW1
Ex. P2	08.05.2025	Cheque bearing No.444982 drawn on IDBI Bank, Sivagangai Branch for Rs.2,50,000/- (Rupees Two Lakh and Fifty Thousand Only), in favour of the Complainant
Ex. P3	09.05.2025	Return Memo issued by the Complainant bank
Ex. P4	03.06.2025 & 04.06.2025	Legal Notice along with Postal Receipt issued by the Complainant to the Accused
Ex. P5	05.06.2025	Acknowledgement Card
Ex. P6	---	Complainant Aadhar Card bearing No. 9948 4396 9784
Ex. P7	---	PW1's Aadhar Card bearing No. 2005 7664 2354

Defence Side Witnesses & Documents :- Nil

Judicial Magistrate, Fast Track Court
Srivilliputtur.

Cover Sheet Annexed to Judgement / Order

1.	Name of the Court	Judicial Magistrate, Fast Track Court, Srivilliputtur
2.	Case Number	S.T.C.No. 1485 of 2025
3.	Date of Judgment of Conviction / Dismissal / Reversal of Acquittal / Dismissal of Bail Application	17.07.2026
4.	Name of Person Convicted // Acquittal Reversed / Bail Denied / Bail Cancelled	Saravanakumar Vijayan
5.	Contact Address of Legal Aid Committee of Court Complex in which the above Court is Situated.	The Chairman/ Principal District Judge, District Legal Services, Virudhunagar District Authority at Srivilliputtur
5a.	Designation of the Person to be Contacted	The Chairman/ Principal District Judge, District Legal Services, Virudhunagar District Authority at Srivilliputtur
6.	Phone No of above Legal Aid Committee (between 10am to 5.45pm)	04563260310, 04563260311
7.	Alternative Mobile No. of Legal Aid Committee.	6380110028

Judicial Magistrate, Fast Track Court
Srivilliputtur.