

TNVR020050372025

Judgement Reserved on : 17.07.2026

Judgement Pronounced on : 31.07.2026



**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 31st day of July 2026

S.T.C. No. 266 of 2026

Marichamy

... Complainant

-vs-

Thangam

... Accused

1.	S.T.C.No. 266 of 2026	
2.	Offence	Under Section 138 of Negotiable Instrument Act
Description of the Accused		
3.	Name	Thangam
4.	Accused's Father's name	Eswaran
5.	Occupation	Business
6.	Address	Door No.1/110, Kudamudaiyar Kovil to Sivakasi Main Road, Vadappatti Village, Sivakasi Taluk, Ceylon Colony, Virudhunagar District.
7.	Age	51/2026
Date of		
8.	Occurrence	20.07.2025

9.	Complaint	12.08.2025															
10.	Apprehension	Nil															
11.	Released on Bail	Not Applicable															
12.	Commitment	Not Applicable															
13.	Commencement of Trial	05.02.2026															
14.	Closure of Trial	03.07.2026															
15.	Sentence or Order	Acquittal															
16.	Service of Copy of Judgement or Finding on Accused	No															
17.	Period of Remand of the Accused	Nil															
18.	Date of Filing of the Final Report/ Complaint	12.08.2025(Complaint)															
19.	Date of Questioning under Sections 240, 246 & 251 Cr.P.C.	13.03.2026															
20.	Miscellaneous Petitions and their Results	M.P.No. 6 of 2026 Under Section 348 BNSS was allowed on 08.05.2026.															
21.	Date of Examination in Chief and Cross:	<table> <tr> <td>P.W's</td><td>Chief</td><td>Cross</td></tr> <tr> <td>P.W1</td><td>05.02.2026</td><td>15.05.2026</td></tr> <tr> <td>P.W2</td><td>21.04.2026</td><td>12.06.2026</td></tr> <tr> <td>D.W's</td><td>Chief</td><td>Cross</td></tr> <tr> <td>DW1</td><td>Nil</td><td>Nil</td></tr> </table>	P.W's	Chief	Cross	P.W1	05.02.2026	15.05.2026	P.W2	21.04.2026	12.06.2026	D.W's	Chief	Cross	DW1	Nil	Nil
P.W's	Chief	Cross															
P.W1	05.02.2026	15.05.2026															
P.W2	21.04.2026	12.06.2026															
D.W's	Chief	Cross															
DW1	Nil	Nil															
22.	Date of Examination of Accused under Section 351 BNSS.,	19.06.2026															
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 12.08.2025 on the file of this Court. The																

Affidavit filed along with the Complaint was treated as Sworn and Cognizance of the offence was taken on 05.02.2026 and numbered as S.T.C. No. 266 of 2026 and summons was issued to the Accused. The Accused entered Appearance. Upon furnishing copies to the Accused, Preliminary Questioning was done on 13.03.2026. PW1 was examined in Chief on 05.02.2026 and was Cross examined on 15.05.2026. PW2 was examined in Chief on 21.04.2026 and was Cross examined on 12.06.2026. The Accused was Questioned under Section 351 Bharathiya Nagarik Suraksha Sanhita, 2023. The Accused had not let in any Oral or Documentary Evidence. After Closure of Defence Evidence and upon hearing the Arguments on both Sides and Upon Perusing the Case Records, the Judgement is pronounced today.
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This Case came up before this Court on 17.07.2026, in the presence of Advocate Mr.M.Muthukumar for the Complainant, Advocate Mr. R.Rajkumar, for the Accused. Upon hearing both side Arguments and Upon perusing the case records and having stood over till date for consideration, 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 395 of Bharatiya Nagarik Suraksha Sanhita, 2023.

2. The Complainant had stated that the Complainant and the Accused, were doing Real Estate business and thereby got Acquainted with each other and for the past Two Years, they both were jointly doing Real Estate Business and that they had acquaintance, with each other. Based on that relationship, the Accused requested the Complainant to lend a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only). The Complainant had borrowed Rs. 5,00,000/- (Rupees Five Lakhs Only) from his relative Abimannan Karuppasamy.

3. On 22.04.2024, the Accused met the Complainant, at his house and received the loan of Rs.5,00,000/- (Rupees Five Lakhs Only), for his Urgent needs, for his family expenses, for his business needs, for Purchasing land. The Complainant had paid that amount from the said Rs. 5,00,000/- (Rupees Five Lakhs Only), that he had borrowed from Abimannan Karuppasamy. The Accused on the date of borrowal, had told that, he will repay the loan amount, in One month and issued Post dated Cheque, dated 22.05.2025, bearing No.007660, drawn on Bank of India, Sivakasi Pudupatti Branch Account bearing No.815520110000043 for Rs. 5,00,000/- (Rupees Five Lakhs Only).

4. Upon the expiration of the loan period, on 22.05.2025, When the Complainant asked for repayment of the loan amount, the Accused informed the Complainant to present the Cheque and encash the amount. Upon believing the Accused's words, the Complainant presented the said Cheque in his Canara Bank, Srivilliputhur Branch. On 23.05.2025, the Cheque got returned dishonoured for the reason 'Insufficient Funds'. When the Complainant informed the Accused about the Dishonour of the Cheque, the

Accused wanted the Complainant to present the Cheque after one month and that the Accused will maintain sufficient balance in his Bank Account. Hence the Complainant had once again presented the Cheque for encashment on 24.06.2025, however the Cheque got returned Dishonoured for the reason, 'Funds Insufficient' on 25.06.2025. The Accused knowing well that, his Bank Account was Closed, with malafide intent, to defraud the Complainant, had issued Cheque to the Complainant, without repaying the loan amount in Cash.

5. On 02.07.2025, the Complainant issued legal notice to the Accused. On 04.07.2025, the Accused received that notice. Since there was Typographical Errors in the Legal Notice, a Corrigendum dated 11.08.2025 was issued. The Accused had not issued any Reply, had not paid the Dishonoured Cheque Amount, till the date of filing of the Complainant. The said act of the Accused is punishable under section 138 of Negotiable Instruments Act. Hence the above Complaint.

6. Upon taking the Affidavit, filed along with the Complaint, as Sworn Statement and 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. Upon the appearance of Accused, Copy of Complaint was furnished. Preliminary Questioning was done. As the Accused denied the accusation, the Complainant was called upon to prove his case.

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

8. The Complainant examined himself as PW1 and exhibited Ex.P1 to P7. During Cross examination of PW1 Ex.D1 and D2 were Marked. The Complainant examined Abimannan Karuppasamy as PW2 and exhibited Ex.P8. The Accused was questioned under Section 351 of Bharathiya Nagarik Suraksha Sanhita, 2023.The Accused had not let in any Oral and Documentary Evidence.

9. The Complainant by exhibiting Ex. P1 Cheque dated 22.05.2025, bearing No. 007660 drawn on Bank of India, M.Pudupatti Branch, Account bearing No. 815520110000043, in the name of the Complainant for Rs. 5,00,000/- (Rupees Five Lakhs Only) had proved that the Accused had drawn the Cheque in his Banker. The Complainant by exhibiting Ex. P2, Return Memo dated 23.05.2025 and Ex. P3, Return Memo dated 25.06.2025, both issued by Canara Bank, Srivilliputtur Branch had proved that, Ex. P1 Cheque was presented for encashment within it's validity period and that Ex. P1 Cheque, got returned dishonoured for the reason 'Insufficient Funds'.

10. The Complainant by exhibiting Ex. P4 Legal Notice dated 02.07.2025 along with Postal Receipt, 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 04.07.2025, had proved that the Accused had received Ex. P4 Legal Notice. The Complainant had also

stated that, there was error in Ex. P4 Notice, hence he issued Ex. P6 Corrigendum Notice along with Postal Receipt dated 11.08.2025. The Accused had received Ex. P6 Corrigendum Notice on 13.08.2025, vide Ex. P7 Acknowledgement Card dated 13.08.2025.

11. The Accused had not issued any Reply to either Ex. P4 Legal Notice or Ex. P6 Corrigendum. During Cross Examination of PW1, it was elicited that the Complainant, his brother and father was living in same house and that only three months back, he had set up a nucleus family. PW1 had deposed that he is aware of the Case filed by his brother Thinesh Kumar against the Accused, while filing the Case. However he do not know the transactions inbetween his brother and the Accused. PW1 had also deposed that, he do not know about the Accused's family Particulars.

12. PW1 had also deposed that the Accused had not completed any business in the Real Estate Business, for the Complainant. PW1 had admitted the signature in the Undertaking Deed dated 18.06.2021 as his mother's signature and as such, the said Undertaking Deed was marked as Ex. D1. In Ex. D1, the Complainant's mother had agreed to hand over Accused's Blank Cheques, to the Accused. The Relevant Portion in Ex. D1 is extracted hereunder:- “மற்றும் நிரப்பப்படாத காசோலைகள் மற்றும் நிரப்பிய காசோலைகள் அனைத்தும் தங்கள் வசம் ஒப்படைத்தும் விடுகிறேன் என்றும்”. PW1 was questioned that by utilizing the Blank Cheques that were given to the Complainant's mother, the Complainant had filed the above Case. PW1 had denied the same.

13. The Complainant had stated that, he had borrowed money from PW2 Abimannan Karuppasamy and had kept it with him and when the Accused had asked for that amount, the Complainant lent it to the Accused. During Cross Examination of PW2, he had deposed that in view of the relationship inbetween the Complainant and PW2, he wonn't obtain any documents, while giving money to the Complainant. The Complainant had stated that, for his business purpose he had got money from Abimannan Karuppasamy. The Complainant had also stated that, he was working at TVS showroom and now shifted to ABT Car Company. That apart the Complainant had also told that, he was doing Real Estate Business.

14. During Cross Examination of PW2, he had admitted that the Complainant's father Thirupathi is Government Servant and as such, he will purchase, property in his wife's name and in the name of PW2. PW2 had also deposed that the Accused did Real Estate Business along with the Complainant's father and mother. PW2 had also admitted that, in connection with the Real Estate Business during the year 2021, the Accused gave Police Complaint against the Complainant's father and mother at Thiruthangal Police Station and that in the Police enquiry, PW2 had also participated and that the said enquiry is pending. PW2 had also admitted that, thereafter no business took place between the Complainant's Parents and the Accused. However PW2 had deposed that, there were business talks.

15. PW2 had admitted that since the year 2021, there was dispute. When PW2 was questioned as to how the Complainant would have lent money, when there exists dispute. For which PW2 had answered as if the Accused by saying that he will execute document and obtained money. The relevant portion of PW2's Cross Examination is extracted:- "2021ம் ஆண்டிற்கு பின்பு. அவ்வாறு பிரச்சனை ஏற்பட்ட பின் எவ்வாறு அவருக்கு பணம் கொடுத்திருக்க இயலும் என்றால் அவர் பணம் கொடுங்கள் என்றும் பத்திரம் எழுதி தருவதாக சொல்லி பணம் வாங்கினார்". The said deposition is in contradiction to Complainant's case. The Complainant had stated that the Accused had borrowed money as Loan. PW2 had deposed in Contradiction.

16. During Cross Examination of PW2, he had also deposed that for past one year, the sons of Thirupathi disliked, their father doing business with the Accused. The relevant portion of PW2's Cross Examination is extracted:- “திருப்பதி வாத்தியார் எதிரியுடன் தொழில் செய்தது திருப்பதி வாத்தியார் மகன்களுக்கு பிடிக்கவில்லை என்றால் சமீபத்தில் ஒரு ஆண்டு காலமாக பிடிக்கவில்லை. அவ்வாறு சொல்லியது இந்த வழக்கு கடன் ரூ.5 லட்சம் கொடுத்ததாக சொல்வதற்கு முன்பு ஆகும்”. It gives two inferences i.e. (i) the business between the Accused and Thirupathi was continuing and that was disliked by Thirupathi's sons, (ii), When Thirupathi's sons including the Complainant disliked their father, doing business with the Accused, there is no probability for the Complainant to have lent money to the Accused, that too without obtaining any document toward security.

17. In this regard, during further Cross Examination of PW1, Ex. D2, Compromise Deed dated 14.12.2025 executed inbetween the Accused on the One Part and the Complainant, his Father, his Mother, his Brother on the Other Part has been marked. In Ex. D2, there are numerous covenants, pertaining to the Real Estate Transactions, that took place inbetween the Parties therein. There is one Covenant stating that the STC No. 16 of 2024, filed against the Accused herein has to be withdrawn. Further covenant 5, in Ex. D2 Compromise Deed, runs as follows:- “நம்மில் 2 வது பார்ட்டியிடம் உள்ள நம்மில் 1 வது பார்ட்டிக்கு பாத்தியப்பட்ட காசோலைகள், புரோநோட்டுகள், மூல ஆவணங்கள் ஆகியவற்றை நாளது தேதியில் நம்மில் 2 வது பார்ட்டி நம்மில் 1 வது பார்ட்டியிடம் ஒப்படைத்துள்ளார்.”

18. Though PW1 had deposed that, he do not know about the transactions between his brother and the Accused, in Ex. D2, he along with his brother had signed the Compromise Deed. The further Covenants in Ex. D2 gives Probability that the Cheques were issued by the Accused to the Complainant's parents, in connection with Real Estate Business and that there are disputes regarding those Real Estate Transactions. Such being the case i.e. the Complainant's brother Thinesh had already initiated case against the Accused in STC 16 of 2024, the Complainant's claim that, he lent Rs. 5,00,000/- (Rupees Five Lakhs Only) to the Accused, without obtaining any security document and charging interest is not probable to believe.

19. Further the Complainant/PW1 himself had deposed that during such point of time, he did not had his own money to lend to the Accused. The relevant portion of PW1's Cross Examination is extracted:- “நான் கடன் வாங்கிய ரூபாயில்தான் எதிரிக்கு கடன் கொடுத்ததாக சொல்வதால் எனக்கு ரூ.5 லட்சம் கடன் கொடுக்கும் அளவிற்கு வருமானம் இல்லை என்றால் அந்த சமயத்தில் இல்லை.” The said answer also makes the Complainant's case improbable to believe.

20. In Ex. P4 Legal Notice, the Complainant had stated that he had lent money to the Accused on 22.05.2025 and asked for repayment of that money on 22.06.2025. If Ex. P4 Legal Notice has to be taken as it is, then the probability will be that, the Accused had issued the Cheque on the very date of borrowal. For which, there won't be any necessity to had such transaction at all. However, after issuance of Ex. P4, the Complainant had issued Ex. P6 Corrigendum, wherein the Complainant had claimed that the date of lending money is 22.04.2025 and the date when he asked for repayment, as 22.05.2025. In the above Case, Ex. P1 Cheque was presented for encashment twice. Ex. P2 Return Memo is dated 22.05.2025 and Ex. P3 Return Memo is dated 25.06.2025. A conjoint reading of the alleged error in Ex. P4 Legal Notice and the dates of Ex. P2 & Ex. P3 Return Memo, gives probability that the Complainant would have first presented the Ex. P1 Cheque for encashment and later fixed a date at his convenience, stating that, he had lent money to the Accused on that day, unmindful of Ex. P2 Return Memo and

that after realizing that Ex. P1 Cheque got returned dishonoured twice, the Complainant had issued Ex. P6 Corrigendum.

21. Further, in Basalingappa -vs- Mudibasappa reported in 2019(1) MWN(Cr.) DCC 145(SC), the Hon'ble Supreme Court had held that the Accused can rely upon evidence led by him or materials, submitted by Complainant in order to raise probable defence. There is No Necessity for Accused to Come into Witness Box, in support of his defence. The said Citation, applies to the facts of this Case. In S.Suresh -vs- K.Selvi reported in 2022(2) T.N.L.R.485(Mad.), the Hon'ble High Court had observed as follows:- *"7. As a Matter of fact, the Hon'ble Supreme Court of India, in G.Pankajakshi Amma & Ors. -vs- Mathai Mathew(Dead) through LRs. and anr. has held that in these types of Cash Transactions, which are not brought into account in the manner known to law, it is better the loss to be allowed to rest in the same party, who has suffered the loss, even assuming the Transactions happened for a moment and the Court cannot aid such transactions"* and held that Presumption is rebuttable and could be rebutted even by Cross Examination. The said Judgement squarely applies to the facts of this case.

22. Since the Complainant had stated that a sum of Rs. 5,00,000/- (Rupees Five Lakhs 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, the Accused is found not guilty of Offence under Section 138 of Negotiable Instruments Act, 1881, for dishonour of Ex. P1 Cheque and a Judgement of Acquittal is passed under Section 278(1) of Bharatiya Nagarik Suraksha Sanhita, 2023.

Dictated to the Typist, Typed by her directly, in Computer corrected and pronounced by me in Open Court this, the 31st day of July 2026.

Judicial Magistrate, Fast Track Court
Srivilliputtur.

Complainant Side Witnesses:

1. PW1 – Marichamy
2. PW2 – Abimannan Karuppasamy

Complainant Side Documents:

Ex. P1	22.05.2025	Cheque bearing No.007660 drawn on Bank of India, M.Pudhupatti Branch for Rs.5,00,000/- (Rupees Five Lakhs Only), in favour of the Complainant
Ex. P2	23.05.2025	Return Memo issued by the Complainant bank
Ex. P3	25.06.2025	Return Memo issued by the Complainant bank
Ex. P4	02.07.2025	Legal Notice along with Postal Receipt issued by the Complainant to the Accused
Ex. P5	04.07.2025	Acknowledgement Card
Ex. P6	11.08.2025	Corrigendum Notice along with Postal Receipt issued by the Complainant to the Accused.
Ex. P7	13.08.2025	Acknowledgement Card

Ex. P8	---	PW2's Aadhar Card bearing No.7185 2177 8418
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Defence Side Witnesses :- Nil

Defence Side Documents :-

Ex. D1	18.06.2021	Certified copy of Undertaking Deed executed by Complainant's mother
Ex. D2	14.12.2025	Certified copy of Compromise Deed executed amongst Complainant & his family members with the Accused.

Judicial Magistrate, Fast Track Court
Srivilliputtur.