In the Court of Shagun,
Sub Divisional Judicial Magistrate, Bholath (UID No.PB0419)

CNR No.PBKPC10007592022 Case No. NACT/130/2022

Presented on : 23-12-2022
Registered on : 23-12-2022
Decided on : 23-03-2026

Tarlok Singh son of Malkit Singh resident of Village Ghag, Tehsil Bholath District Kapurthala.

….Complainant

Versus

Bakhshish Singh son of Parkash Singh resident of Village Ibrahimwal, Tehsil Bholath, District Kapurthala.

........Accused

Complaint Under Section 138 of Negotiable Instruments Act

Present: Complainant with Sh.M.S.Multani Advocate.
Accused on bail with Sh.Anoop Singh Advocate.

JUDGMENT

In brief, version of the complainant is that the accused owed a sum of **Rs.3,50,000/-** from the complainant for his personal need and in order to discharge his legal liability towards the complainant, the accused issued a cheque **bearing No.698678 dated 11.11.2022** for an amount of **Rs.3,50,000/-** drawn over **Punjab National Bank Cantonment Area, Kapurthala** in favour of the complainant from account **No.4092000100135164** of his banker. At the time of issuing the said cheque to the complainant, the accused had assured the complainant that the said cheque would be duly honoured as and when the same will be presented for clearance. As per assurance of the accused, the complainant presented the cheque in question in his account **No.14792191018287** with **Punjab National Bank, Branch Office Nadala** for encashment, but banker of the accused returned the cheque in question unpaid with remarks **"Funds Insufficient"** vide its **memo dated 11.11.2022**. Upon this, the complainant sent registered notice dated **01.12.2022** to the accused through his Counsel. The accused made phone call to the complainant on 08.12.2022 and told that the accused has received the notice and will return the cheque amount within one week. But the accused had failed to make payment of the cheque amount to the complainant. Hence, the present complaint.

3. After filing of the complaint, complainant **Tarlok Singh** has tendered his preliminary evidence, whereupon accused was summoned to face trial for an offence punishable under Section 138 of Negotiable Instrument Act, **vide order dated 23.12.2022** passed by Ld.Predecessor of this Court.

4. On appearance of accused, notice of accusation under Section 138 of Negotiable Instruments Act was served upon him, **vide order dated 04.06.2024** passed by Ld.Predecessor of this Court, to which, he did not plead guilty and claimed trial.

5. In the evidence after notice, complainant **Tarlok Singh** again stepped into the witness box as **CW-1** and tendered his duly sworn affidavit **Ex.CW-1/A** alongwith documents, i.e. cheque in question **Ex.C1**, cheque return memo **Ex.C2**, copy of Legal notice **Ex.C3** and its postal receipt **Ex.C4**.

6. Thereafter, the complainant examined **Shaliender Kumar Verma** Manager Punjab National Bank Branch Nadala as **CW-2** who

brought the record pertaining to account No.14792191018287 which is in the name of Tarlok Singh son of Malkit Singh. He further deposed that Tarlok Singh is having account om their bank branch in which cheque bearing No.698678 dated 11.11.2022 issued by Bakhshish Singh son of Parkash Singh was presented but the same was bounced due to remarks “Insufficient Balance” and proved on record memo dated 11.11.2022 Ex.C2 on record and also proved on record bank account statement of above-said account for the period from 17.01.2014 to 19.01.2026 **Ex.CW-2/A**.

7. Thereafter, the complainant closed after charge evidence.

8. After closure of the evidence of complainant, statement of accused under Section 313 Cr.P.C. was recorded, wherein entire incriminating evidence appearing against him was put to him. However, accused refuted the entire evidence to be false and claimed himself to be innocent. He further took the plea in his statement under Section 313 Cr.P.C. that hie is innocent and has not committed any offence as alleged and cheque in question was not issued to the complainant in lieu of any legal liability. He further deposed the complainant is stranger to him and he is stranger to the complainant. He had never handed over the cheque in question to the complainant but the complainant misused the cheque in question which came wrongly and illegally in the hands of the complainant. He further took the plea that he has not taken any amount of Rs.3,50,000/- as alleged in the complaint. The complainant has filed false complaint against him to cheat and harass him and with intention to grab illegal amount from

him. The witness CW-2 Shailender Kumar Verma brought the bank statement Ex.CW-2/A, but the cheque in question was never presented and reflected in the statement Ex.CW-2/A and he has been falsely implicated in this case and prayed for acquittal.

9. In defence, the accused **Bakhshish Singh** himself appeared in the witness as **DW-1** and vide his duly sworn attested affidavit **Ex.DW-1/A** corroborated his version, which needs not to be reproduced here for the sake of brevity. He further placed on record copy of agreement dated 04.06.2021 **Mark-DW-1** which was executed between the parties and the same was scribed by Amit Arora Stamp Vendor at Nadala, Tehsil Bholath. He further deposed that he returned the amount of Rs.1,60,000/- to Tarlok Singh a long ago and at the time of returning the amount of Rs.1,60,000/-, the original Ikraarnama dated 04.06.2021 was asked to return to accused but Tarlok Singh complainant lingered the matter with one pretext or the other and did not return the same. He further deposed that he neither took an amount of Rs.3,50,000/- from said Tarlok Singh nor issued any alleged cheque to Tarlok Singh but he misused the same by taking the same from somebody else and he is not legally liable to pay any amount as alleged in the complaint.

10. Thereafter, the accused examined **DW-2 Charanjit Singh** being marginal witness of alleged Ikraarnama Mark DW-1 vide his duly sworn attested affidavit **Ex.CW-2/A** corroborated the version of the accused.

11. **DW-3 Amit Arora** Stamp Vendor/Typist VPO Nadala being scriber of alleged Ikraarnama dated 04.06.2021 tendered into evidence

his duly sworn attested affidavit Ex.DW-3/A and corroborated the version of accused and placed on record copy of record of selling of Stamp Paper No.02447 dated 04.06.2021 **Ex.D3/A** and copy of the agreement dated 04.06.2021 **Mark-D3**. Thereafter, accused closed his defence evidence.

12. Ld.Counsel for the complainant while advancing arguments has submitted that the complainant by way of giving evidence has proved the cheque in question, which has been issued by the accused in discharge of legal liability. Hence, he has requested that complainant remained successful in proving his case beyond any shadow of reasonable doubt.

13. Per contra, Ld.Counsel for the accused has argued that a false case has been planted against the accused. He further argued that in order to convict an accused under Section 138 of Negotiable Instrument Act, the complainant has to prove the factum of existence of any debt or liability on the date of cheque. The cheque should have been issued towards discharge of said liability and cheque, on being presented with bank has got dishonored. Thus, complainant has to prove existence of debt and liability on the date of issuance of cheque but in the present case, complainant has failed in proving existence of any debt or liability on the date of issuance of cheque. Hence ingredients of offence under Section 138 of Negotiable Instrument Act are not complete and he prayed that the accused be acquitted.

<u>POINTS FOR DETERMINATION</u>

14. After perusing entire file meticulously and hearing respective submissions of Ld.Counsel for complainant and accused, the following points for determination have arisen in this case:-

i. Whether the cheque in question has been issued by accused in the favour of complainant ?

ii. Whether the cheque in question has been issued for a valid consideration to discharge a legally enforceable debt in favour of the complainant ?

POINTS (i) & (ii)

15. To prove its case, complainant Tarlok Singh himself appeared in the witness box as **CW-1** who proved on record documents i.e. cheque in question **Ex.C1**, cheque return memo **Ex.C2**, copy of Legal notice **Ex.C3** and its postal receipt **Ex.C4**. He further deposed that due to reason “Funds Insufficient” in the account of accused, the cheque **Ex.C1** has been dishonored. The factum of dishonor of cheque in question stands duly proved by the testimony of complainant while appearing as CW-1 who has clearly deposed regarding the factum of dishonor of cheque in question, as well as, regarding the issuance of Memo **Ex.C2** concerning by which the cheque was dishonored. **CW-2 Shailender Kumar Verma** vide his testimony proved on record certified copy of bank account statement of Tarlok Singh bearing **No.14792191018287** with **Punjab National Bank, Branch Office Nadala** for the period from 17.01.2014 to 19.01.2026 **Ex.CW-2/A**. He further deposed that cheque **Ex.C1** issued by Bakhshish Singh was dishonored due to “Insufficient Balance” and in this regard he further proved on record memo **Ex.C2** issued by their bank. As such, the

factum of dishonor of cheque in question stands duly proved by the testimony of above-said witnesses while appearing as CW-1 and CW-2 who have clearly deposed regarding the factum of dishonor of cheque in question **Ex.C1**, as well as, regarding the issuance of Memo **Ex.C2** concerning by which the cheque was dishonored.

16. Ld.Counsel for the accused has argued that the complainant has filed a false complaint against the accused as the accused has not issued any cheque to the complainant in discharge of any legal liability, but the complainant misused the cheque in question which came wrongly and illegally in his hands. He further argued that the accused has not taken any amount of Rs.3,50,000/- as alleged in the complaint. The complainant has filed false complaint against him to grab illegal amount from him. He further argued that agreement dated 04.06.2021 Mark-DW-1 which was executed between the parties was scribed by DW-3 Amit Arora Stamp Vendor at Nadala, Tehsil Bholath, vide which the accused returned the amount of Rs.1,60,000/- to Tarlok Singh a long ago and at the time of returning the amount of Rs.1,60,000/-, the original Ikraarnama dated 04.06.2021 was asked to return to accused but complainant lingered the matter with one pretext or the other and did not return the same. He further argued that accused has no any money transaction with the complainant nor he ever borrowed any money from complainant. As far as, the liability of cheque in question is concerned, accused has nowhere denied his signatures on disputed cheque **Ex.C1**. The appraisal of the testimony of complainant is also without any material discrepancy. Therefore,

the story put forth by the accused seems to be not convincing one. The plea taken by the accused is not tenable. As such, no plausible evidence has come on record from the defence side showing the factum of cheque not being issued by the accused to complainant and evidence of the accused is insufficient in rebutting the case of the complainant especially in the circumstances when sufficient evidence has come on record both on oral, as well as, documentary front to prove the complainant version. The accused in his statement under Section 313 Cr.P.C. has not disputed that the signature on the cheque in question **Ex.C1** is not of him. In cases filed under **Section 138 of Negotiable Instruments Act** a statutory presumption has been mentioned under **Section 118 of Negotiable Instrument Act** which provides that whenever a Negotiable Instrument is made or drawn for consideration then it has to be presumed that every instrument, when it has been accepted or endorsed, it has been accepted, endorsed and or transferred for consideration. **Section 138 of Negotiable Instrument Ac**t contains another presumption in favour of complainant that when a cheque is received by holder it has to be presumed that said cheque has been issued in discharge of whole or part of debt or other liability. Applying the legal provision, as mentioned under **Sections 118 and 138 of Negotiable Instrument Act** and discussed above to the present case, it can be said that complainant has been able to prove that accused issued cheque in favour of the complainant and same has been dishonored on its presentation. Once this presumption has been raised then another section which comes into picture is **Section 139 of Negotiable Instruments Act** which is reproduced as:

> **Presumption in favour of holder**: *It shall be presumed, unless the contrary is proved, that the holder of a cheque received the cheque, of the nature referred to in Section 138, for the discharge, in whole or in part, or any debt or other liability.*

17. Undisputedly, a mandatory presumption is required to be raised in terms of **Section 118(a) and Section 139 of the Negotiable Instruments Act**. **Section 13(1) of the Act** defines "negotiable instrument to mean a promissory note, bill of exchange or cheque payable either to order or to bearer." **Section 138 of the Act** has three ingredients, viz;

xxviii) that there is a legally enforceable debt;

xxix) that the cheque was drawn from the account of accused for discharge in whole or in part of any debt or other liability which re-supposed a legally enforceable debt; and

xxx) that the cheque so issued had been returned due to insufficiency of funds.

18. The proviso appended to the said Section provides for compliance of legal requirements before a complaint can be acted upon by the Court of Law. **Section 139 of the Act** merely raised a presumption in regard to the second aspect of the matter. Existence of legally recoverable debt is not a matter of presumption under **Section 139 of the Act**. It merely raised a presumption in favour of a holder of the cheque that the same has been issued for discharge of any debt or

other liability. An accused for discharging the burden of proof, placed upon him under a Statute, need not examine himself. He may discharge his burden on the basis of material already brought on record. An accused has a constitutional right to maintain silence. Standard of proof on the part of an accused and that of prosecution in a criminal case is different.

19. In case law titled **"Bharat Barrel & Drums Manufacturing Company Versus Amin Chand Payrelal" reported at 1999(2) RCR (Civil) 615; 1999(3) SCC-35**, **Hon'ble Supreme Court of India** observed as follows:-

> *"Upon consideration of various judgments, the position of law which emerged is that once execution of the promissory note is admitted, the presumption under Section 118(a) would arise that it is supported by a consideration. Such a presumption is rebuttable. The defendant/accused can prove the non-existence of a considerable by raising a probable defence. If the accused is proved to have discharged the initial onus of proof showing that the existence of consideration was improbable or doubtful or the same was illegal, the onus would shift to the complainant/plaintiff who will be obliged to prove it as a matter of fact and upon its failure to prove would disentitle him to the grant of relief on the basis of the negotiable instrument. The burden upon the defendant/accused of proving the non-existence of the consideration can be either direct or any bringing on record the preponderance of probabilities by reference to the circumstances upon which he relies. In such an event, the plaintiff/complainant is entitled under law to*

rely upon all the evidence led in the case including that of the plaintiff complainant as well. In case, where the defendant/accused fails to discharge the initial onus or proof by showing the non existence of consideration, the plaintiff/complainant would invariable be held entitled to the benefit of presumption arising under Section 118(a) of the Negotiable Instruments Act in his favour. The Court may not insist upon the defendant/accused to prove the existence of consideration by leading direct evidence as the existence of negative evidence is neither possible nor contemplated and even if led, is to be seen with a doubt."

20. Furthermore, whereas prosecution must prove the guilt of an accused beyond all reasonable doubt, the standard of proof so as to prove a defence on the part of an accused is preponderance of probabilities. Inference of preponderance of probabilities can be drawn not only from the materials brought on records by the parties, but also by reference to the circumstances upon which he relies. A statutory presumption has an evidentiary value. The question as to whether the presumption whether stood rebutted or not, must, therefore, be determined keeping in view the other evidence on record.

21. After hearing Ld.Counsel for parties, the factum regarding signature of the accused on the cheque in question **Ex.C1** has not been denied. Rather, it is pleaded by the accused that he has not issued any cheque to the complainant in discharge of any legal liability as he has no any money transaction with the complainant nor he ever borrowed any money from the complainant. Meaning thereby the accused has

impliedly denied the issuance of cheque in question in favour of the complainant. **As per Sections 118(a) and 139 of Negotiable Instruments Act**, the presumption of issuing the cheque towards legal liability is with the complainant and onus to prove the contrary is upon accused.

22. The accused has not been able to rebut the presumption, attached to cheque in question **Ex.C1** under Section 138 of N.I.Act. The signature upon the cheque in question is not denied. The defence taken by accused that on 04.06.2021 he took an amount of Rs.1,60,000/- from complainant in presence of DW-2 Charanjit Singh and in the presence of another witness and Ikraarnama/agreement dated 04.06.2021 **Mark-DW-1** was executed between them and the same was scribed by Amit Arora Stamp Vendor at Nadala, Tehsil Bholath. He further has taken the defence that he returned the said amount of Rs.1,60,000/- to Tarlok Singh a long ago and at the time of returning the amount of Rs.1,60,000/-, original Ikraarnama dated 04.06.2021 was asked to return to accused but Tarlok Singh complainant lingered the matter with one pretext or the other and did not return the same. He further took the plea that he neither took an amount of Rs.3,50,000/- from said Tarlok Singh nor issued any alleged cheque to him but he misused the same by taking the same from somebody else and he is not legally liable to pay any amount as alleged in complaint. In order to prove his defence, accused himself appeared in witness box as **DW-1** and relevant portion of his cross-examination is reproduced as under:-

> ***"It is correct that I have compromise the matter with Tarlok Singh in the Court on 18.07.2025 in which I agree***

> *to pay Rs.2,30,000/- to Tarlok Singh. I identify my signatures at point-A on the aforesaid compromise. It is correct that I also gave the statement in the Court on 30.08.2025 that I will pay Rs.2,30,000/- to the complainant in various installment. I identify my signatures at point-B on the statement dated 30.08.2025. It is correct that in the National Lok Adalat on 13.09.2025 as per the condition of compromise I had given the cheque of Rs.50,000/- to Tarlok Singh. The aforesaid cheque was also bounced. It is correct that I have not paid any amount of compromise of Rs.2,30,000/- to complainant. It is correct that I resiled from the compromise in the Court with the complainant of Rs.2,30,000/-."*

23. Thereafter, the accused examined **DW-2 Charanjit Singh** marginal witness to alleged Ikraarnama dated 04.06.2021. This witness seems to be a interested witness who during his examination-in-chief corroborated the version of accused, however, during his cross-examination he deposed that **" I** *know Tarlok Singh complainant and accused Bakhshish Singh. It is correct that Bakhshish Singh borrowed money from the complainant Tarlok Singh. It is correct that accused never returned any money to complainant till today"*.

24. Further the accused examined **DW-3 Amit Arora Stamp Vendor/Typist** who deposed with regard to execution of alleged Ikraarnama/agreement dated 04.06.2021 Mark-D3 alleged to be got scribed by him at the instance of the parties. This witness also seems to be interested witness as during his cross-examination, he deposed that *"I have seen the entry of my register in which Tarlok Singh*

complainant have not made any signature. I have not seen the original agreement today in the Court and I cannot produce the original agreement in question in the Court".

25. From the above-discussion, mere placing on record photocopy of alleged Ikraarnama/agreement dated 04.06.2021 it cannot prove regarding existence of Ikraarnama in question. However, in view of testimonies of defence witnesses, it is evident that on the one hand, accused stated that he took loan of Rs.1,60,000/- and returned the same to the complainant and he neither took an amount of Rs.3,50,000/- from the complainant as alleged in the complaint. But on the other hand, in his cross-examination, accused admitted that on 18.07.2025 he got effected the compromise with the complainant in the Court vide which he agreed to pay Rs.2,30,000/- to Tarlok Singh in various installment. In his cross-examination, he further admitted that on 13.09.2025 in the National Lok Adalat as per the condition of compromise, I had given the cheque of Rs.50,000/- to Tarlok Singh but the said cheque was also bounced and he has not paid any amount of compromise of Rs.2,30,000/- to complainant. Furthermore, DW-2 Charanjit Singh during his cross-examination deposed that accused borrowed money from the complainant and he never returned any money to complainant till date. As such, the accused has not been able to prove his defence with cogent evidence. All these things make it clear that the entire defence of the accused is after thought and made up story without any truth in the same. Accused must explain the circumstances under which the cheque reached into the hands of

complainant, if the same has not been issued by him in discharge of his liability. Merely bald statement by accused, without explaining anything, will not help the case of accused. The argument of Ld.Counsel for accused that there is no withdrawal of Rs.3,50,000/- depicted in the bank account statement of the complainant is also of no value to the accused since the complainant has stated in his cross-examination that the said amount was available at his home. The Ld.Counsel for accused has further argued that the cheque bouncing is not reflected in the bank account statement of the complainant. However, this Court is of the opinion that if a cheque bounces, it reflects in the bank statement of the account of person who issues it. However, the accused has not proved any such statement on record. Thus, accused has failed to raise a probable defence version which is necessary to rebut the presumption under section 139 of N.I. Act. In this regard I draw support from the recent judgment titled ***"C. Keshavamurthy Vs. H.K.Abdul Zabbar" 2013(4) Criminal Court Cases 200 (SC)*** wherein **Hon'ble Supreme Court** has held that presumption under section 139 of Negotiable Instruments Act includes the presumption of the existence of a legally enforceable debt or liability and it is for the accused to explain his case and defend it once the fact of cheque bouncing is prima facie established.

263. Further contention raised by Ld.Counsel for the accused is that accused has been falsely implicated in the present case. However, the accused has not shown any reason that why complainant would try to falsely implicate the accused in the present case. Merely saying that

his cheque has been misused by the complainant cannot help the accused. The accused has advanced no reason or has led no evidence to show that why complainant would implicate the accused in a false case. Also, if this contention of Ld.Counsel for the accused is true then accused should have taken action against the complainant for falsely implicating him in the present case, but no such action was taken by the accused. No FIR/DDR or complaint in the Court was ever filed by the accused against the complainant. So, this contention of Ld.Counsel for the accused is not maintainable.

27. To add further, complainant has proved on record copy of legal notice as **Ex.C4**, which the complainant served upon the accused prior to the filing of present complaint. At that time accused was having an opportunity to point out, by filing reply to said legal notice, that cheque in question was not issued in discharge of any legally enforceable debt or liability, but the accused, for the reasons best known to him kept silent, which certainly shows that the accused after the filing of the complaint started alleging cheque in question was not issued to complainant in discharge of any liability and the same was misused by the complainant, only to escape his liability in the present complaint. In this regard the judgment of Hon'ble Supreme Court in the case titled as ***"Rangappa Vs. Sri Mohan" 2010(11) SCC 441*** is also relevant wherein it has been held that in case of dishonour of cheque, the very fact that accused had failed to reply to the statutory notice under section 138 of the N.I.Act leads to the inference that there was merit in the complainant's version.

28. The further argument of Ld.Counsel for accused that the complainant has not proved the financial capacity to establish legal debt of accused is also not tenable as the initial onus is upon the accused to rebut the presumption in favour of complainant. Even otherwise, if complainant was having no financial capacity why would accused issued a cheque of Rs.3,50,000/- in his favour and entered into compromise for an amount of Rs.2,30,000/- with the complainant in the Court and issued a cheque amounting to Rs.50,000/- in favour of the complainant on 13.09.2025 in National Lok Adalat in the Court. The accused never denied his signatures on the cheque in question. So, it cannot be said that the complainant has no financial capacity to lend the loan amount to the accused. Even otherwise, in the case of ***"Murtaza Mohammad Yusuf Vs. Gulam Nabi Abdul Rehman" 2010(3), CCC, 245(Bombay),*** **Hon'ble Bombay High Court** had set aside the order of acquittal passed by the Magistrate on the ground that the complainant has no financial capacity to advance the loan alleged. Furthermore, the **Hon'ble Kerala High Court** in ***"Mohanan Vs. Bibhukumar", 2003(4) RCR(Criminal),*****6** has held that the crucial question is whether the cheque has been issued for the discharge of a legally enforceable debt/liability. In a prosecution under Section 138 of the Negotiable Instruments Act the complainant is not obliged to establish the liability as in a suit claiming recovery of money. That is why the presumption under Section 139 has been incorporated. Otherwise, every criminal Court will have to first do the work of a Civil Court to identify the liability and the quantum. Admission of

signature in a document goes a long way in the proof of the document. Once the document is proved the innocuous incongruities in details will not persuade a Court to reject the complainant's version nor shall it persuade the Court to hold that the burden under Section 139 has been discharged. The insignificant incongruities innocent inadequacies and the inconsequential infirmities in the evidence tendered by the complainant cannot held the accused to claim any advantage. So, the contention of the Ld.Counsel for the accused that complainant has not been able to prove his financial capacity to give loan is also without any merits. Mere denial is not enough. In such, circumstances, it can be said that accused has not been able to rebut the presumption as mentioned under **Sections 118 and 139 of Negotiable Instruments Act, 1881** and further the presumption of issuance of cheque, in question, by accused in favour of complainant in discharge of legal liability is made out in favour of complainant.

29. With these observations, points for determination are decided in favour of complainant and against the accused. Accordingly, **accused Bakhshish Singh is held guilty** and is convicted for offence punishable under Section 138 Negotiable Instrument Act, 1881. Let, accused be taken into custody and be heard on quantum of sentence.

Pronounced in the Open Court (Shagun)
Dated:23.03.2026 Sub Divisional Judicial Magistrate,
(Munish) Bholath (UID No.PB0419)

QUANTUM OF SENTENCE

Present: Complainant with Sh.M.S.Multani Advocate.
Convict with Sh.Anoop Singh Advocate.

30. The convict stated that he is only bread earner of family and is having responsibilities to take care of his family. He prayed that a lenient view be taken while imposing of sentence against him.

31. Heard. Taking into consideration the object and spirit of Act of 1881 and nature of offence and the fact that the convict has unnecessarily with held the amount of the complainant, this Court is not inclined to give benefit of probation in this case. In overall appraisal of circumstances and especially in view of special enactment of Section 138 of the Negotiable Instrument Act, which is intended to bring to book persons issuing cheque to discharge legally enforceable debt, the convict is held dis-entitled to benefits under Section 397 BNSS. Hence convict is ordered to be sentenced in following terms:-

Under **Section 138** of Negotiable Instrument Act, 1881	Rigorous Imprisonment for **One year** and also **to pay fine of Rs.2,000/-**. In default of payment of fine, the convict shall further **undergo simple imprisonment for 15 days**.

32. The convict is further directed to pay compensation of **Rs.3,50,000/-** i.e. equal to the cheque amount to complainant. The amount of compensation, if realized, will be paid to the complainant only after awaiting the result of appeal/revision, if any or if no appeal or revision is filed, after the expiry of period for filing of appeal or revision. The period of detention, if any, already undergone by the convict shall be set off against the above sentence. After compliance file be consigned to the Judicial Record Room Kapurthala.

Pronounced in Open Court
Dated:23.03.2026

(Shagun)
Sub Divisional Judicial Magistrate,
Bholath/ (UID-PB0419)

(Munish)
(Dictated directly on the computer)