

KABC030545202024



Presented on : 28-09-2024  
Registered on : 28-09-2024  
Decided on : 24-07-2026  
Duration : 1 year, 9 months, 26 days

**IN THE COURT OF THE XVIII ADDL. CHIEF JUDICIAL  
MAGISTRATE, BENGALURU CITY**

Dated this the 24<sup>th</sup> day of July - 2026

**PRESENT: *SMT. THEENDRALL.K, B.A.L, LL.M.,***  
XVIII Addl.C.J.M., Bengaluru City.

**C.C.NO.32041/2024**

Complainant : Mr.Vishwanath A Shetty,  
S/o.Anand Shetty,  
Aged about 43 years,  
R/at No.422,  
Sri Durga Nivas Apartment,  
Near Kanshiram Nagar Bus Stop,  
Lakshmipura Main Road,  
Vaderahalli, Bengaluru-97,  
  
(Rep. by Sri.D.S.B, Adv.)

V/S

Accused : Mrs.Shereen Syed,  
W/o.Syed Shafeequr Rahman,  
Aged about 41 years,  
R/at 1<sup>st</sup> Floor, No.242,

27<sup>th</sup> Cross, 2<sup>nd</sup> Block,  
Rajajinagar, Bengaluru.

(Rep.by Sri.S.B.A, Adv.)

OFFENCE COMPLAINED OF : U/Sec. 138 of Negotiable  
Instruments Act.

PLEAD OF THE ACCUSED : Not guilty.

FINAL ORDER : Accused is ***Convicted***.

DATE OF ORDER : 24.07.2026.

(THEENDRALL.K)  
XVIII Addl.CJM., Bengaluru.

### J U D G M E N T

The instant complaint is filed by complainant against accused under Section 200 of Cr.P.C for the offence punishable under Section 138 of N.I.Act and to punish the accused in accordance with law and grant compensation to the complainant towards face value of the cheque under Section 357 of Cr.P.C, in the interest of justice and equity.

**2. The brief facts of the case of the complainant is that:**

It is submitted that, the accused being the owner of property bearing Old No.247/21, New No.21, situated at

27<sup>th</sup> Cross, 2<sup>nd</sup> Block, Rajajinagar, Bangalore. The complainant intends to purchase the said property for total sale consideration amount of ₹35,00,000/- and accordingly the complainant and accused have entered into agreement of sale. As per agreement of sale, the complainant had paid the advance sale consideration amount of Rs.5,00,000/- each, on 03.05.2023 and 04.05.2023 respectively, in all Rs.10,00,000/- to the accused on 03.05.2023 through RTGS.

Further contented that, thereafter without the knowledge and consent of complainant, the accused had sold the said property to others. As such, when the complainant had demanded the accused for return of said advance sale consideration amount, at that time towards discharge of her liability, the accused had issued cheque bearing No.000003 dated 08.04.2024 for a sum of Rs.10,00,000/- drawn on HDFC Bank, Bhuvaneshwarinagara 8<sup>th</sup> Mile Branch, Bengaluru, in favour of complainant and assured that the said cheque would be honoured on its presentation. Believing the assurance of accused, the complainant presented the said cheque for encashment through his banker viz., Kotak Mahindra Bank Ltd., Vidyaranyapura Branch, Bengaluru, same came to be dishonoured and returned with an endorsement dated 11.04.2024 stating "**Funds Insufficient**". Immediately, the complainant approached

the accused and intimated about dishonour of cheque and demanded for repayment of the cheque amount, but the accused has failed to repay the cheque amount.

Further contended that after non-realization of the cheque, the complainant constrained to cause a legal notice to the accused through RPAD on 25.04.2024, same was duly served upon accused on 29.04.2024. Despite the same, the accused neither paid the cheque amount nor replied the notice. Thus, the accused committed an offence punishable under Section 138 of Negotiable Instruments Act. Hence, filed the present complaint.

3. After taking cognizance and registration of the case, process was ordered to issue summons against accused. In pursuance thereof, the accused appeared before the Court through her counsel and accordingly, she was enlarged on bail and has recorded the accusation for the offence punishable under Section 138 of N.I.Act, same was explained to the accused, since she pleaded not guilty and claims to have defence evidence hence, the case has been set down for recording of evidence.

4. To substantiate the complaint averments, complainant got examined himself as PW.1 and got marked 05 documents as per Ex.P1 to Ex.P5.

5. As the incriminating circumstances appearing against the accused, the statement of accused under Section 313 of Cr.P.C. is recorded by preparing separate questionnaires. The accused has not explained anything. However, during the stage of trial, both the parties as well as their respective counsels were present and filed the joint memo by settling the amount covered under cheque.

6. Heard the arguments.

7. On considering the facts and circumstances of the case, the following points would arise for determination :

1. Whether the complainant proves beyond all reasonable doubt that the accused had given cheque bearing No.000003 in order to realize the legally enforceable debt?
  2. Whether the complainant further proves beyond all reasonable doubt that he has complied provisions of Section 138 of Negotiable Instrument Act?
  3. What order or sentence?
8. My findings on the above points as under:

*Point No.1 : In the “Affirmative”*

*Point No.2 : In the “Affirmative”*

*Point No.3 : As per the final order,  
for the following:*

**:REASONS:**

9. **POINT Nos.1 and 2:** Since both the points are inter-connected with each other, they are taken together for common discussion in order to avoid repetition of facts.

This is the complaint filed under Section 200 of Cr.P.C. for the offence punishable under Section 138 of Negotiable Instrument Act. The case made out by complainant is that, the accused being the owner of property bearing Old No.247/21, New No.21, situated at 27<sup>th</sup> Cross, 2<sup>nd</sup> Block, Rajajinagar, Bangalore. The complainant intends to purchase the said property for total sale consideration amount of Rs.35,00,000/- and accordingly the complainant and accused have entered into agreement of sale. As per agreement of sale, the complainant had paid the advance sale consideration amount of Rs.5,00,000/- each, on 03.05.2023 and 04.05.2023 respectively, in all Rs.10,00,000/- to the accused on 03.05.2023 through RTGS. Thereafter without the knowledge and consent of complainant, the accused had sold the said property to others. As such, when the complainant had demanded the accused for return of said advance sale consideration amount, at that time towards discharge of her liability, the accused had given the

cheque in question to the complainant which has been returned unpaid to the complainant.

10. In order to prove his case, the complainant got examined himself as PW.1 and got marked 05 documents as Ex.P1 to Ex.P5. He has reiterated the averments of complaint in his examination-in-chief. The documents at **Ex.P1** is the cheque, **Ex.P1(a)** is the signature, **Ex.P2** is the Return Memo, **Ex.P3** is the office copy of Legal notice, **Ex.P4** is the Postal receipt, **Ex.P5** is the Postal acknowledgment card.

11. During the recording of plea and statement under Section 313 of Cr.P.C., the accused denied the very allegations made against her, but got settled the dispute with the complainant as per the joint memo submitted by both the parties through their respective counsels. By way of filing joint memo, the accused has undertaken to pay the money under terms for the tune of Rs.4,50,000/- against the cheque amount of Rs.10,00,000/-. The joint memo was filed by both the complainant and accused voluntarily through their respective counsels with regard to the payment. In which, the *accused has paid a sum of Rs.50,000/- to the complainant by way of demand draft on 22.06.2026 and same was reported by the complainant. The accused undertakes to pay the remaining amount of*

*Rs.4,00,000/- either in one lumpsum or installments on or before 30.11.2026.*

12. On going through the said joint memo submitted by both the parties, it made clear that the complainant and accused have settled the dues for sum of Rs.4,50,000/- against the Ex.P1-cheque. As per joint memo, the accused has paid a sum of Rs.50,000/- to the complainant by way of demand draft on 22.06.2026 and same was reported by the complainant. The accused undertakes to pay the remaining amount of Rs.4,00,000/- either in one lumpsum or installments on or before 30.11.2026. The complainant agreed to receive the said amount. Therefore, the settlement entered into between complainant and accused through their respective counsels has to be considered in the best interest of the parties.

13. In this case, the accused has agreed to the dues with the complainant. Considering the joint memo submitted by the complainant and accused, it appears to this court that it is a fit case to pass the fine sentence in terms of joint memo. Otherwise, if the accused failed to pay the said amount as agreed, the complainant will be put to more hardship and loss. Therefore, it is just and proper to pass the fine sentence for the alleged offence with regard to the agreed money. As discussed above, the complainant has proved his case beyond all reasonable

doubt. If the accused failed to clear the entire agreed money either in one lumpsum or installments i.e., on or before 30.11.2026, as default sentence, the accused shall undergo simple imprisonment for 04 (four) months. If that is done, it will meet the ends of justice.

14. As discussed above, the accused has admitted the very transaction and settled the dues for the tune of Rs.4,50,000/-. As per joint memo, the accused has paid a sum of Rs.50,000/- to the complainant by way of demand draft on 22.06.2026 and same was reported by the complainant. The accused undertakes to pay the remaining amount of Rs.4,00,000/- either in one lumpsum or installments on or before 30.11.2026. Since the accused admitted, it is just and proper to bind the parties to comply the joint compromise memo submitted by them. Hence, it requires to pass the fine sentence of Rs.4,00,000/- with a direction to the accused to pay the same as fine amount and inturn, the same fine amount shall be given to the complainant as compensation as per Section 357 of Cr.P.C. Hence, as discussed above, the **Point Nos.1 and 2 are answered in the Affirmative.**

15. **Point No.3** :- In view of the above discussion and foregoing reasons this court proceed to pass the following;

**ORDER**

Acting under Section 278(2) of BNSS-2023 (Old Correspondence under Section 255(2) of Cr.P.C) the accused shall pay the fine of Rs.4,00,000/- to the complainant as compensation on or before 30.11.2026.

If the accused failed to clear the entire agreed money on or before 30.11.2026, as default sentence, the accused shall undergo simple imprisonment for 04 (Four) months.

The joint memo submitted by both the parties shall be read as part and parcel of this order.

The bail bond and cash security/surety bond of the accused stands cancelled and surety discharged.

Supply the free copy of the Judgment to the accused.

*(Dictated to Stenographer directly on computer typed by him, corrected and then pronounced by me in the open court on this the 24<sup>th</sup> day of July - 2026)*

***(THENDRALL.K)***

XVIII Addl. Chief Judicial Magistrate,  
Bengaluru.

**ANNEXURE****List of Witnesses examined on behalf of Complainant:**

PW-1 : Vishwanath A Shetty

**List of Exhibits marked on behalf of Complainant:**

|          |                               |
|----------|-------------------------------|
| Ex.P1    | Original Cheque               |
| Ex.P1(a) | : Signature                   |
| Ex.P2    | : Return memo                 |
| Ex.P3    | : Office copy of legal notice |
| Ex.P4    | : Postal receipt              |
| Ex.P5    | : Postal acknowledgment card  |

**List of Witnesses examined on behalf of the defence:**

- None -

**List of Exhibits marked on behalf of defence:**

- Nil -

XVIII Addl. Chief Judicial  
Magistrate, Bengaluru.

