KABC030673602021

Presented on : 21-09-2021
Registered on : 21-09-2021

IN THE COURT OF XXI ADDL.CHIEF JUDICIAL MAGISTRATE, BENGALURU

Dated this the 9th day of February 2026

PRESENT
Sri. Dinesh B.G, B.Com.,LL.M.
XXI ACJM, Bengaluru

CC NO.24421/21 CLUBBED WITH CC.24423/21, 25517/21 & 24436/21

Complainant	:	**Smt.Maina Baldota,** w/o.Manikchand Baldota, R/at.No.626, Ranka Apartments, Lalbagh road, Bangalore – 560027.
(By Sri.DCD, Adv)		

V/s

Accused	:	**Sri.Lokeshwarappa.S,** Chairman and Trustee, Sandeepani Education Trust (R), No.40, Nagadevnahalli, Gnana Bharathi post, Bengaluru-560056.
(By Sri.CTC, Adv.)		

J U D G M E N T

Since the parties are common and cause of action has arisen out of same transaction and as the cross examination of PW1 conducted in CC.24421/21 has been adopted in other 3 cases, all the cases have been taken up together for common disposal. The accused has been tried for the offence punishable U/s 138 of Negotiable Instrument Act in all the cases.

2. The brief case of the complainant is that:-

The accused borrowed the loan of Rs.50 lakhs on different dates and promised to repay the said amount in short time along with interest. After repeated request and demands, the accused issued the following cheques in favour of the complainant towards repayment of the loan amount :

CC.Nos.	Cheque Nos.	Date	Amount	Drawn on
24421/21	845946	15/02/21	Rs.2,00,000/-;	State Bank of India, Nagadevanahalli branch, Bengaluru
24423/21	991905	16/02/21	Rs.2,50,000/-;	State Bank of Mysore, Kengeri Satellite town branch, Bengaluru
25517/21	498353	12/02/21	Rs.35,00,000/-;	State Bank of Mysore, Kengeri Satellite town branch, Bengaluru
24436/21	991904	16/02/21	Rs.2,50,000/-	State Bank of Mysore, Kengeri Satellite town branch, Bengaluru

The complainant presented the cheques through her banker M/s.HDFC Bank, Gandhinagar branch, Bengaluru and said cheques were returned unpaid with endorsements as 'Insufficient Funds' and hence, the demand notices came to be issued and said notices were served to the accused as detailed below :

CC.Nos.	Return memo dates	Date of issuance of Demand notice	Date of service of Demand notice
24421/21	16/02/21	04/03/21	08/03/21
24423/21	19/02/21	04/03/21	08/03/21
25517/21	16/02/21	04/03/21	08/03/21
24436/21	19/02/21	04/03/21	08/03/21

Despite service of demand notices, the accused neither repaid the cheques' amount nor replied to the demand notices. Therefore, the complainant is constrained to file these cases for the offence punishable u/s.138 of N.I.Act.

3. The cognizance of the offence punishable U/s.138 of Negotiable Instrument Act having been taken on the basis of sworn statement filed in the form of affidavit and Ex.P.1 to P.5 process came to be issued against accused in all cases. The accused appeared through his Advocate and has been on bail. Substance of accusation was framed, read over and explained to accused; who having pleaded not guilty has claimed to be tried.

4. The sworn statement affidavit of the complainant filed in lieu of sworn statement has been treated as evidence in view of direction issued by Hon'ble Apex court in the case of Indian Bank Association and Others Vs.Union of India 2014 (5) SCC 59. The documents at Ex.P.6 to 12 and cross examination of PW1 conducted in CC.24421/21 have been adopted to other 3 cases.

5. Accused has been examined U/s 313 of Crpc after incriminating circumstances appearing against accused being read over and explained. He having denied the same, has chosen to lead defence evidence. However, he did not adduce any defence evidence.

6. Having heard both sides and having gone through the complaint, evidence and materials on record and the following points arise for consideration of the court.

1. ***Whether complainant has proved that accused issued 4 cheques bearing No.845946 dtd: 15/02/21 for Rs.2,00,000/- (CC. No.24421/21) drawn on State Bank of India, Nagadevanahalli branch Bengaluru, cheque No.991905 dtd: 16/02/21 for Rs.2,50,000/- (CC. No. 24423/21), No.498353 dtd:***

12/02/21 for Rs.35,00,000/- (CC. No.25517/21) and No.991904 dtd: 16/02/21 for Rs.2,50,000/- (CC. No.24436/21) drawn on State Bank of Mysore, Kengeri branch, Bengaluru in her favour towards discharge of legally recoverable liability and thereby he has committed the offence punishable U/s 138 of Negotiable Instrument Act?

2. What order?

7. My answers to the above points are as under:-

Point No.1 :- In the **Affirmative**
Point No.2 :- As per final order for the following:-

<u>R E A S O N S</u>

8. <u>POINT NO.1</u>:- PW1 has reproduced the avernments of the complaint in her examination in chief filed by affidavit and placed reliance on the cheque – Ex.P.1, return memo reports – Ex.P.2, legal notice – Ex.P.3, postal receipt – Ex.P.4, postal acknowledgment – Ex.P.5 marked in all cases and passbooks – Ex.P.6 & 7, ITR report – Ex.P.8, 65B certificate – Ex.P.8(a), bank passbook – Ex.P.9, copy of mobile messages – Ex.P.10 & 11 and 65B certificate – Ex.P.12 marked in CC.24421/21. The cheques were presented within their validity period and said cheques were returned unpaid with an endorsement as 'Insufficient funds'. The details of presentation of cheques in question, bank endorsements, issuance of demand notice and service of demand notice are stated as under :

CC.No.	Return memo dates	Date of issuance of Demand notice	Date of service of Demand notice
24421/21	16/02/21	04/03/21	08/03/21
24423/21	19/02/21	04/03/21	08/03/21
25517/21	16/02/21	04/03/21	08/03/21
24436/21	19/02/21	04/03/21	08/03/21

The demand notices were served on the accused on 08/03/21. Service of demand notice is disputed in the statement recorded u/s.313 of Cr.P.C., The accused does not dispute the fact that he is Chair man and trustee of Sandeepani Education Trust and the address of the said Education Trust as mentioned in the demand notice as well as cause title of the complaint. It is evident from Ex.P.5 that the demand notice was served to the said address of the accused. The court summons issued to the same address was duly served to the accused. Therefore, there is no any substance in the contention of the accused that the demand notice was not duly served to him. As a matter of fact, the accused has not placed any materials to show that the address of the institution mentioned in the demand notice is not correct. Hence, it is held that the demand notice was duly served to the accused. The complaint has been filed on 15/04/21. Thus, the requirements as contemplated u/s.138 of N.I.Act are satisfied with.

9. In the case of **Basalingappa Vs.Mudibasappa AIR 2019 SC 1983** , **Hon'ble Apex Court** having relied upon its earlier Judgments has summarized the following principles :

> (i) Once the execution of cheque is admitted Section 19 of the Act mandates a presumption that the cheque was for the discharge of any debt or other liability.
> (ii) The presumption under Section 139 is a rebuttable presumption and the onus is on the accused to raise the probable defence. The standard of proof for rebutting the presumption is that of preponderance of probabilities.
> (iii) To rebut the presumption, it is open for the accused to rely on evidence led by him or accused can also rely on the materials submitted by the complainant in order to raise a probable defence. Inference of preponderance of probabilities can be drawn not only from the materials brought on record by the parties but also by reference to the circumstances upon which they rely.
> (iv) That it is not necessary for the accused to come in the witness box in support of his defence, Section 139 imposed an evidentiary burden and not a persuasive burden.
> (v) It is not necessary for the accused to come in the witness box to support his defence.

10. In this case, the accused has admitted the cheques in question and his signatures. Therefore, presumption

u/s.118 and 139 of N.I.Act has been drawn against the accused that the cheques in question were issued for consideration and in discharge of part payment of the debt. The burden shifts on the accused to rebut the presumption. The accused has not disputed his acquaintance with the complainant and her husband and borrowing of loan amount of Rs.50 lakhs from the complainant. The bank passbook of complainant at Ex.P.7 is evident to show that a sum of Rs.15 lakhs and a sum of Rs.35 lakhs were transferred to the account of the accused on 2/12/11 and 12/12/11 respectively. Admittedly the accused has not issued reply to the demand notices. In his statement recorded u/s.313 of Cr.P.C., he has contended that he gave the cheques in question to the complainant in the year 2011 as security and cheques were presented in the year 2020. In cross examination of PW1, the accused has taken the defence that he returned the loan amount about 9 years ago and the blank cheques handed over to the complainant for security purpose have been misused. PW1 has denied the suggestion that the accused-trust repaid the loan amount about 9 years ago and the cheques were given to her for security purpose in the year 2011. PW1 has also denied the suggestion that the accused insisted the complainant for return of blank cheques after entire loan amount being repaid. The accused could have issued reply notice and could have taken said defence in reply notice. Even he could have taken said contention in his statement u/s.313 of Cr.P.C., The defence of repayment of entire loan amount to the complainant about 9 years ago could not be seen in his statement u/s.313 of Cr.P.C.,

11. Had the accused repaid the loan amount to the complainant, he would have disclosed the same in his statement u/s.313 of Cr.P.C., If really he had returned the loan amount and demanded the complainant for return of blank cheques, he would have issued reply to the demand notice and he would have initiated action against the complainant in accordance with law. No iota of evidence is made available to show that he returned the loan amount 9 years ago and he demanded the complainant for return of the blank cheques. In fact, the accused has hardly made available any evidence to show that the complainant obtained signed blank cheques in the year 2011 at the time of lending the loan amount. The long and unexplained inaction on the part of accused would clearly falsify his defence that he had delivered the blank cheques at the time of borrowing the hand loan and he repaid the loan amount 9 years ago. Had the complainant failed to return the blank cheques and misused the same, the accused as a prudent man, would have promptly taken steps such as issuing a notice or

lodging a complaint. Even after receipt of demand notice and after causing appearance before this court, the accused has neither taken any action nor called upon the complainant for return of the alleged blank cheques. Even the accused has not explained the mode of alleged repayment of the loan amount. Except bare suggestion the accused has not made available any evidence to substantiate the probable defence raised in the cross examination to show that there existed no liability/debt as on the date of issuance of cheques in question and thereby failed to rebut the presumption. Therefore, question of the onus shifting back to the complainant to prove the loan transaction does not arise. When the accused admits having borrowed the loan amount, the factum of the loan transaction stands proved.

12. The learned counsel for accused has submitted during the course of arguments that Sandeepani Education Trust is not made as a party to the case and therefore, the complaint is not maintainable. Whereas, the learned counsel for complainant has contended that since the accused, being the Chairman and trustee of Sandeepani Education Trust, has signed the dishonoured cheques, he is liable and the complaint is maintainable against him. In this regard, the learned counsel for the complainant has relied upon a decision in the case of

Sankar Padam Thapa Vs.Vijaykumar Dinesh Chandra Agarwal Spl.Ap.No.4459/23, wherein **Hon'ble Apex court** has held as under :

> 27. There exists no ambiguity about there being no legal requirement for a Trust to be made a party in a proceeding before a Court of Law since it is only a/the Trustee(s) who are liable and answerable for acts done or alleged to have been done for and on behalf of the said Trust. From a perusal of Orion's Deed of Trust, of which the Respondent is the Chairman/Authorized Signatory, it emerges clearly that the relevant clauses deal with the Trustee insofar as administering and holding the funds and properties of the Trust are concerned. Which is to say that the Trust (i.e., Orion) operates only through the Trustee(s) and that the objects thereof were for charitable purposes. The Deed of Trust also provides for permitting one or more Trustees to operate a bank account. It becomes all the more apparent that it is the Trustees alone, through whom the Trust funds/property(ies) are managed and dealt with. The Trust itself is without any independent legal status.
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> 28. Though we have delved into the issue of whether a Trust can sue or be sued on its own, we would make it amply clear (and as would also become evident from what follows infra) on this point, that our view is confined to examination of the subject in the context of the NI Act alone, in praesenti. We were called upon to consider only as to whether without making a Trust an accused, a complaint would be maintainable against a Trustee in the eye of law under the NI Act.
>
> 29. Hence, the question posed is answered in the affirmative. When a cause of action arises due to an alleged dishonour of cheque and a complaint is initiated under the NI Act, the same is maintainable against the Trustee who has signed the cheque, without the requirement to array the Trust also as an accused.

Therefore, in view of the proposition as held in the above decision, there is no any substance in the contention of the learned counsel for accused that the complaint is not maintainable against the accused/trustee as the trust is not made as party. Since the accused signed the cheques in question, in his capacity as Chairman and Trustee, he is arrayed as accused and there arises no need to array the trust also as an accused.

13. It is the main contention of the accused that the debt claimed under the cheques in question has become time barred and said debt cannot be legally enforceable and the presumption u/s.118 and 139 of N.I.Act get rebutted and the offence punishable u/s.138 of N.I.Act is not made out against the accused. The learned counsel for accused has relied upon the following decisions :

1) In the case of **Kamalaksha Laxman Prabhu Vs.S.G.Mayekar 2009 (1) Crimes (HC) 195** wherein **Hon'ble High court of Bombay** has held that where the cheque which bounced was issued for repayment of time barred debt, prosecution u/s.138 of N.I.Act would not be maintainable.

2) In the case of **Bidar Urban Co.op Bank Ltd., Vs.Girish, Crl.A.No.200057/2016 dtd: 17/12/2020, Hon'ble High court of Karnataka, Kalaburagi bench**, has held that the penal provision of sec.138 of N.I.Act is applicable only to the cheques which are issued for the discharge in whole or in part of any debt or other liability which according to explanation must be a legally

enforceable debt or other liability. A cheque given in discharge of a time barred debt will not constitute an unconditional undertaking or promise in writing either expressly or impliedly so as to attract the criminal offence u/s.138 of N.I.Act.

3) In the case of **Sasseriyil Joseph Vs.Devassia, 2001 Crl.L.J.24**, the **Hon'ble High court of Kerala** has held that sec.138 is attracted only if the cheque is issued for discharge of a legally enforceable debt or other liability. In this case, by the time the cheque was issued, the debt was barred by limitation since there was no valid acknowledgment of the liability within the period of limitation. Admittedly, the cheque in question was issued in discharge of a time barred debt. It cannot be said that a time barred debt is a legally enforceable debt.

4) In the case of **Suresh Das Vs.D.Ganapathi Das 2018 Supreme (Karnataka) 488, Hon'ble High court of Karnataka** has held that as on the date of the issuance of blank cheque, there was no legal liability of the accused to pay any amount to the complainant as cheque was issued as a security for the loan, which he had borrowed from the complainant.

5) In the case of **Smt.Ashwini Satish Bhat Vs.Sri.Jeevan Diwakar Lolienkar 2000 (5) BOMCR 9, the Hon'ble High court of Bombay** has held that by the time the cheque was issued, the debt was barred by limitation because no acknowledgment was obtained before the expiry of 3 years from the date of loan. In these circumstances, it was held that the debt was not legally enforceable debt at the time of issuance of cheque and the accused could not be punishable u/s.138 of N.I.Act.

6) In the case of **Girdhari Lal Rathi Vs.P.T.V.Ranianujachari and another 1997 (2) Crimes 658 the Hon'ble High court of Andhra Pradesh** has held that the alleged loan was advanced in the year 1985 and cheque was issued in the year 1990. By the time the cheque was issued, the debt appears to have been barred by limitation because no acknowledgment is alleged to have obtained by the complainant from the accused before expiry of 3 years from the date of loan. Thus, it is crystal clear that the debt was not legally enforceable at the time of issuance of the cheque.

7) In the case of **Chander Mohan Mehta Vs.late.Shri B.S.Mehta 2009 AIIMR (CRI) 1102 Hon'ble High court** has held that mere issuance of a cheque without anything more would not revive a time barred debt because giving

a cheque contemplates a pre-existing legally enforceable debt.

8) In the case of **K.V.Subbareddy Vs.N.Raghava Reddy Crl.A.545/2010 dtd: 28/2/14, Hon'ble High court of Karnataka** has held that the dishonoured cheque was issued on 30/10/01 to discharge the debt, which had become due on 20/5/97. Therefore, the dishonoured cheque was issued to discharge time barred debt.

14. In this case, admittedly the loan of Rs.50 lakhs was lent in the year 2011 and cheques in question were issued in the year 2021. In cross examination, though PW1 states that an acknowledgment has been taken from the accused, she has not produced any such document except the Whatsapp chatting exchanged between the complainant and accused as per Ex.P.10 & 11. The whatsapp conversations evidences continuous interaction between the complainant and accused in relation to the loan transaction. From the whatsapp chats dated between 12/11/2014 and 18/9/2019, it is evident that the complainant had persistently demanded the accused for payment of the loan amount, whereas the accused postponed the payment on one reason or the other. If the date of lending of loan amount and date of issuance of cheques in question are taken into

consideration, it can be said that the cheques issued in discharge of the debt have become time barred. Now the question that arises is whether issuance of a cheques towards discharge of the said debt would amount to a promise to pay such debt within the meaning of sec.25(3) of the Indian Contract Act and would constitute a valid and enforceable contract.

15. In this regard, it is relevant to refer to the decision of **Hon'ble Supreme Court in A.V.Murthy Vs.B.S.Nagabasavanna (2002) 2 SCC 642**, wherein it is held as hereunder :

> It is also pertinent to note that under sub-section (3) of Section 25 of the Indian Contract Act, 1872, a promise, made in writing and signed by the person to be charged therewith, or by his agent generally or specially authorized in that behalf, to pay wholly or in part a debt of which the creditor might have enforced payment but for the law for the limitation of suits, is a valid contract. Moreover, in the instant, the appellant has submitted before us that the respondent, in his balance sheet prepared for every year subsequent to the loan advanced by the appellant, had shown the amount as deposits from friends. A copy of the balance sheet as on 31st March 1997 is also produced before us. If the amount borrowed by the respondent is shown in the balance sheet, it may amount to acknowledgment and the creditor might have a fresh period of limitation from the date on which the acknowledgment was made. However, we do not express any final opinion on all these aspects, as these are matters to be agitated before the Magistrate by way of defence of the respondent.
>
> This is not a case where the cheque was drawn in respect of a debt or liability, which was completely

> barred from being enforced under law. If for example, the cheque was drawn in respect of a debt or liability payable under a wagering contract, it could have been said that that debt or liability is not legally enforceable as it is a claim, which is prohibited under law. This case is not a case of that type. But we are certain that at this stage of the proceedings, to say that the cheque drawn by the respondent was in respect of a debt or liability, which was not legally enforceable, was clearly illegal and erroneous.

16. It is also relevant to refer to the decision of **Hon'ble Supreme Court in K.Hymavathi Vs.The State of Andhra Pradesh and Ors Crl.A.2743/23**, wherein it is held as hereunder :

> 7. In our opinion, the High Court erred in quashing the complaint on the ground that the debt or liability was barred by limitation and, therefore, there was no legally enforceable debt or liability against the accused. The case before the High court was not of such a nature which could have persuaded the High court to draw such a definite conclusion at this stage. Whether the debt was time barred or not can be decided only after the evidence is adduced, it being a mixed question of law and fact.
>
> 10. From a perusal of the legal position enunciated, it is crystal clear that this court keeping in perspective the nature of the proceedings arising under the NI Act and also keeping in view that the cheque itself is a promise to pay even if the debt is barred by time has in that circumstance kept in view the provision contained in section 25(3) of the Contract Act and has indicated that if the question as to whether the debt or liability being barred by limitation was an issue to be considered in such proceedings, the same is to be decided based on the evidence to be adduced by the parties since the question of limitation is a mixed question of law and fact. It is only in cases wherein an amount which is

> out and out non-recoverable, towards which a cheque is issued, dishonoured and for recovery of which a criminal action is initiated, the question of threshold jurisdiction will arise. In such cases, the court exercising jurisdiction under section 482 Code of Criminal Procedure will be justified in interfering but not otherwise. In that light, this court was of the view that entertaining a petition under section 482 Code of Criminal procedure to quash the proceedings at the stage earlier to the evidence would not be justified.

17. In the case of **Rajeev Kumar Vs.The State NCT of Delhi and another, Hon'ble High Court of Delhi** having relied upon the Judgments of **A.V.Murthy & Hymavathi** has held as hereunder :

> In the opinion of this Court, the provisions of Section 25(3) of ICA are squarely applicable. A cheque as per section 6 of the NI Act is a “bill of exchange”, which in turn is defined in section 5 of the NI Act as an instrument in writing signed by the maker directing payment of certain sum of money to a certain person. The maker of the cheque is the ‘drawer’ and the person to be paid is the ‘drawee’ as per section 7 of the NI Act.
>
> Therefore, a priori the cheque itself becomes a promise made in writing signed by the person to pay wholly or in part debt, which otherwise, may not be payable due to law of limitation. Per section 25(3) of the ICA, this would be an agreement in itself. Section 139 presumption under the NI Act which presumes that the cheque is in discharge in whole or part liability of any debt or liability would therefore, actually come into play. The contrary position of the accused that no debt or liability subsists having extinguished by the law of limitation, would be then unmerited and untenable, since a fresh agreement comes into operation by the tendering of the cheque. By issuing the cheque, the drawer is acknowledging a legally enforceable

liability and he ought not be entitled to claim that the debt had become barred by limitation.

37. The furnishing of a cheque of a time-barred debt effectively resurrects the debt itself by a fresh agreement through the deeming provision under section 25(3) of ICA. The original debt therefore, through section 25(3) of the ICA, becomes legally enforceable to the extent of the amount the cheque has been given. This resonates also with practical considerations. Persons who have chosen to escape liability, can draw a cheque, in order to clear an earlier debt upon persuasion by the creditor. By the act of drawing a cheque, the promisor i.e. the drawer, is effectively stating that he has a liability to pay the drawee. Drawing of the cheque in itself, is acknowledgment of a debt or liability. It is the resurrection or the revival of the prior debt which would trigger the provisions under section 138 of NI Act. To deny a complainant/drawee of invoking the penal provisions under section 138 of NI Act, despite the categorical premise of section 25(3) of the ICA recognizing a fresh agreement to pay, would be an unfortunate disentitlement.

18. The **Hon'ble Apex court** in **A.V.Murthy**'s case has clearly held that even if a debt has become time barred a written and signed promise to pay such debt would fall within the ambit of sec.25(3) of Indian Contract Act and it constitutes a valid and enforceable contract. In the case of **Hymavathi**, **Hon'ble Apex court** has held that cheque itself is a promise to pay even if the debt is barred by time in terms of sec.25(3) of Indian Contract Act and if the question as to whether debt or liability being barred by limitation is an issue to be decided based on the evidence to be adduced by the parties since the question of limitation is a mixed question of law and facts. Having

relied upon the said decisions, **Hon'ble High Court of Delhi** has held in **Rajeev kumar**'s case that issuance of a cheque becomes a promise to pay u/s.25(3) of the Indian Contract Act and furnishing of a cheque of a time barred debt effectively revives the limitation and original debt becomes legally enforceable to the extent of the amount the cheque has been issued.

19. The decisions relied upon by the learned counsel for accused are distinguishable from the facts and circumstance of the case. The factual matrix of the cited decisions is materially different from that of the present case. In the present case, borrowing of the loan amount and payment of the said loan amount through bank transfer is admitted by the accused. On the other hand, the accused has hardly made available any evidence to show that he repaid the entire loan amount in the year 2012 as contended in the cross examination of the PW1. He has also failed to bring on record anything during cross examination of PW1 or adduced any evidence to show that the cheques in question were given to the complainant as a security on the date of lending of the said loan. Thus, the execution of the cheques and the statutory presumptions u/s.118 and 139 of N.I.Act stand unrebutted. That apart, the whatsapp chatting exchanged between them would clearly demonstrate that

the complainant kept on insisting the accused to pay the cheques' amount and accused went on promising to return the said amount and thereby acknowledged the debt and said Whatsapp conversation continued till September 2019. Therefore, the decisions relied upon by the learned counsel for accused being distinguishable from the facts and circumstance of the case, cannot be said to be applicable to the facts of the present case and they are not helpful to the said defence of the accused. In view of the decisions of Hon'ble Apex court and Hon'ble High Court of Delhi, it becomes clear that very issuance of cheque would amount to acknowledgment of debt and the limitation revives and begins from the date of the cheque. Hence, it cannot be said that the cheques in question issued in discharge of the debt is time barred. The complainant has been able to prove that the accused issued the cheques in question towards the discharge of liability. Hence, I answer point No.1 in the **affirmative**.

20. **POINT NO.2:-** In the result, I proceed to pass the following:-

O R D E R

The accused is found guilty of the offence punishable u/s.138 of N.I.Act in CC.24421/21, CC.24423/21, CC.24436/21 and CC.25517/21.

Acting U/s.255(2) of Cr.P.C the accused is hereby convicted for the offence punishable under Section 138 of Negotiable Instruments Act in all cases.

The accused shall pay a fine of ₹2,05,000/- and in default of payment of fine amount, accused shall undergo simple imprisonment for a period of six months in CC.24421/21.

The accused shall pay a fine of ₹2,55,000/- and in default of payment of fine amount, accused shall undergo simple imprisonment for a period of six months in CC.24423/21.

The accused shall pay a fine of ₹2,55,000/- and in default of payment of fine amount, accused shall undergo simple imprisonment for a period of six months in CC.24436/21.

The accused shall pay a fine of ₹35,10,000/- and in default of payment of fine amount, accused shall undergo simple imprisonment for a period of 1 year in CC.25517/21.

Out of said fine amount, ₹2,00,000/- shall be paid to the complainant as compensation and remaining amount of Rs.5,000/- shall be paid to the State towards expenses as contemplated U/s 357(1) of Crpc in CC.24421/21.

Out of said fine amount, ₹2,50,000/- shall be paid to the complainant as compensation and remaining amount of

Rs.5,000/- shall be paid to the State towards expenses as contemplated U/s 357(1) of Crpc in CC.24423/21.

Out of said fine amount, ₹2,50,000/- shall be paid to the complainant as compensation and remaining amount of Rs.5,000/- shall be paid to the State towards expenses as contemplated U/s 357(1) of Crpc in CC.24436/21.

Out of said fine amount, ₹35,00,000/- shall be paid to the complainant as compensation and remaining amount of Rs.10,000/- shall be paid to the State towards expenses as contemplated U/s 357(1) of Crpc in CC.25517/21.

The complainant is entitled to the total compensation amount of Rs.42,00,000/- with interest at 9% per annum from the date of cheque till realization.

The accused shall deposit the said compensation amount with interest @ 9% per annum as ordered above within a month.

The bail bond and surety bond stand canceled.

Office to furnish certified copy of the Judgment to the accused free of cost forthwith.

(Dictated to stenographer, transcribed by her, revised by me and then pronounced in open court on this the 9th day of February 2026)

(Sri. Dinesh B.G)
XXI Addl.Chief Judicial Magistrate,
Bengaluru.

ANNEXURE

LIST OF WITNESSES EXAMINED FOR COMPLAINANT:

P.W.1 - Smt.Maina Baldota

LIST OF WITNESSES EXAMINED FOR ACCUSED: *NIL*

LIST OF DOCUMENTS EXHIBITED FOR COMPLAINANT :

Ex.P.1	Cheque
Ex.P.2	Bank endorsement
Ex.P.3	Legal notice
Ex.P.4	Postal receipt
Ex.P.5	Postal acknowledgment
Ex.P.6-7	Passbooks
Ex.P.8	ITR
Ex.P.9	Passbook
Ex.P.10-11	Whatsapp messages
Ex.P.12	65B certificate

LIST OF DOCUMENTS EXHIBITED FOR ACCUSED: NIL

(*Sri. Dinesh B.G*)
XXI Addl.Chief Judicial Magistrate,
Bengaluru.