<u>CN-1005/2021</u>
<u>Reg No. CN-1005/2021</u>
<u>CNR WBCS02-069636-2021</u>

<u>Order dated 20.09.2022</u>

Today is fixed for appearance.

Accused Sadhan Mollick is present with his Ld. Advocate and files a petition praying for bail.

The bail petition is taken up for hearing.

Heard. Perused the petition and other materials on record. Considered. Prayer for bail is considered and allowed. He may find bail of Rs.1000/- with one registered surety of like amount i.d N/O.

If on bail **15.12.2022** for plea.

Recall W/A of the accused person.

Metropolitan Magistrate,
3rd Court, Calcutta

Later:

Bail bond is furnished and the same is found fit and..................

Metropolitan Magistrate,
3rd Court, Calcutta

Later:

The record is now taken up for examination of accused person u/s 251 of Cr.PC.

Ld. Advocate on behalf of the complainant is present.

The accused person, namely, Sadhan Mollick on C/B is present.

Perused the record.

Allegation against the accused person is that he, in discharge of his obligation to pay Rs.39,400/- to the complainant, issued a cheque being Cheque No. "324593", dated 15.07.2021 amounting to Rs.39,400/- of Punjab National Bank, Baguihati Branch, Kolkata to the complainant, who presented the said cheque for encashment at ICICI Bank. But the aforesaid cheque was dishonoured due to "Funds Insufficient" in the account of accused on 04.09.2021. On 20.09.2021 the complainant issued a notice through Ld. Advocate claiming the aforesaid cheque amount and the notice to that effect was duly received by accused but till date the loan is not repaid.

Accordingly, accused person was examined under section 251 of Cr. P.C for committing the offence punishable under section 138 of N.I. Act and substance of the allegation to that effect that “you, in discharge of your obligation to pay Rs.39,400/- to the complainant, issued a cheque being Cheque No. “324593”, dated 15.07.2021 amounting to Rs.39,400/- of Punjab National Bank, Baguihati Branch, Kolkata to the complainant, who presented the said cheque for encashment at ICICI Bank. But the aforesaid cheque was dishonoured due to “Funds Insufficient” in your account on 04.09.2021. On 20.09.2021 the complainant issued a notice through Ld. Advocate claiming the aforesaid cheque amount and the notice to that effect was duly received by you but till date the loan is not repaid” is read over and explained to the accused person to which she pleads not guilty by saying “Ami nirdosh”.

An another petition is filed by the complainant u/s 143A of the Negotiable Instrument (Amendment) Act 2018. Let the same be kept with the record.

To date for hearing of petition u/s 143A of the Negotiable Instrument (Amendment) Act.

D/C by me,

M.M., 3rd Court,
Calcutta

Metropolitan Magistrate, 3rd Court,
Calcutta