

297C of 2022
J.O. Code : WB01250

Order dated:

14.12.2023

Today the date is fixed for appearance and plea.

The accused person is present by filing hazira.

Complainant is present.

Heard. Perused. Considered.

The record is taken up for plea.

The substance of the offence is that the complainant and you having closed relationship, you took Rs. 3,00,000/- from the complainant for purchasing vehicle and promised to pay the same within a short period of time, but you did not pay the same within the time. Accordingly, to discharge your liability, you issued a cheque bearing no. 000011 dated 11/07/2022 amounting to Rs. 3,00,000/- of Bandhan Bank, Bagnan branch in the name the complainant. Subsequently, the complainant deposited the said cheque for encashment in his banker i.e. at Union Bank of India, Bagnan Branch but the same was dishonoured due to “fund insufficient”. Then the complainant sent a legal notice through his advocate on 21.07.2022 asking for the repayment of money and the said notice was received by you. After receiving the legal notice the you did not pay the cheque amount. Hence, the complainant filed this case against the you u/S 138 of N.I. Act.

The substance of the accusation for commission of the alleged offence u/S 138 of N.I. Act. was read over and explained to the accused person to which he pleaded ‘not guilty’ by saying ‘Ami Nirdosh’ and claimed to be tried.

Fix 19.07.2024 for Cross of PW-1.

D/C by me.

J.M. 2nd Court Uluberia

J.M. 2nd Court Uluberia