

KABC030190182025



Presented on : 03-04-2025
Registered on : 03-04-2025
Decided on : 24-07-2026
Duration : 1 years, 3 months, 21 days

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

**Present : Smt. Asha K.S.,B.A.L. LL.B.,
XXIII Addl. C.J.M., Bengaluru.**

Dated this the 24th day of July, 2026.

C.C.No.11203/2025

**Complainant : Sri.Ravi,
S/o.Sri.Late.Lingaiah,
Aged about 45 years,
Residing at No.98, Samrudhi Nilaya,
Royal Elite Residency Phase-2,
Choodenapura, Kodipalya Main Road,
Kengeri, Bangalore-560060.**

(By Sri.Gowrishankar.M., Advocate)

V/s

Accused	Mr.Pavan Kumar.M. S/o.Muniraju B.N. Aged about 34 years, Residing at No.214, Tent Road, 9th Cross, Mahalaxmi Layout, Bangalore-560096. Also at No.233, 9th Cross, 1st N Block, Behind Sagar Fast Food,
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	Rajajinagar, Bangalore-560 010. Working at: 6-10 Floor,L1,SCCM Admin Dept., Employee ID:AG41975 Banyan Manayata Embassy, Manyatha Tech Park, Nagawara, Bangalore-560045. Ph: 9538400623/9916211000 (By Sri.Venkatesh.V., Advocate)
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Offences complained of	U/s 138 of Negotiable Instruments Act.
Plea of the Accused	Not guilty.
Final Order	Accused is convicted.
Date of Order	24.07.2026.

(ASHA. K.S.)
XXIII Addl. C.J.M., Bengaluru.

J U D G M E N T

This case emanates from a private complaint filed by the complainant alleging that the accused has committed an offence punishable under section 138 of Negotiable Instruments Act, 1881.

2. *The brief facts of the complaint are as under:*

The complainant submits that, the accused is well and well known to the complainant from past 3 years and got to know each other from the common friend. In the month of April 2023, the accused is in need of sum of Rs.10 lakhs for his family and other legal necessities. Accused had approached the complainant and requested to lend the above said amount, understanding his family situation and financial burden complainant has agreed to lend above sum as a hand loan to the accused.

It is further submitted that the complainant has arranged out of his business income, savings, his friends and family members support and had paid a sum of Rs.10 lakhs by of cash and accused has agreed to repay the said amount without any interest by the end of October, 2024. On 01.11.2024 a sum of Rs.50,000/- and on 02.11.2024 sum of Rs.1,50,000/- accused has credited into complainants Bank and requested few months time to clear the remaining

balance of Rs.8 lakhs. In order to repeated requests and demands made by the complainant, the accused had issued a two post dated cheques bearing No.543682 dated 23.01.2025 for a sum of Rs.1 lakh drawn on Axis Bank, Rajajinagar branch, Bengaluru and cheque bearing No.000022 dated 17.02.2025 for a sum of Rs.7,00,000/- drawn on HDFC Bank, Manyatha Tech Park, Hebbal Branch, Bengaluru. in favour of the complainant.

3. On presentation by the complainant through his Canara Bank, Kengeri Satellite Town Branch, Bengaluru, the said cheques were returned as '**Funds Insufficient**' **Account Blocked Situation Covered in 2125**' as per the bank memo dated:19.02.2025. Thereafter, the complainant has issued legal notice dated:06.03.2025 to the accused calling upon her to pay the amount covered under the cheque within the stipulated period and the same was served to the accused. Despite of service of notice, accused either

paid the amount covered under the cheque or reply to the notice. Hence, the complainant filed the present complaint against the accused for the offence punishable under section 138 of Negotiable Instrument Act.

4. The complainant has led his pre-summoning evidence and he has filed his affidavit in lieu of sworn statement, in which, he has re-iterated the complaint averments. In support of his oral evidence, PW.1 has produced two Cheques dated 23.01.2025 and 17.02.2025 as per Ex.P.1 and P.2 and the signature on the said cheques were identified by PW.1 as that of accused as per Ex.P.1(a) and P.2(a), the Bank memos as per Ex.P.3 and P.4, office copy of the Legal notice as per Ex.P.5, Postal receipts as per Ex.P.6 to P.8. Postal cover as per Ex.P.9 and notice inside the cover as per Ex.P.9a. Track Consignment Reports as per Ex.P.11 and P.12. Certificate U/s.65-B of I.E.A. Bank Statement as per Ex.P.9.

5. Prima-facie case has been made out against the accused and has been summoned vide order of the same date. Accused has appeared before the court and has been enlarged on bail. The substance of accusation has been read over to him, to which he pleaded not guilty and has stated that he has defence to make.

6. In view of the directions of the Hon'ble Apex Court in a decision reported in **(2014) 5 SCC 510 (Indian Bank Association & Others V/s Union of India)**, the affidavit filed in lieu of sworn statement was treated as evidence of complainant. During the course of the proceedings, the complainant and accused filed joint memo and prayed to pass judgment in accordance with the joint memo. Accordingly, the cross of PW-1 and defence evidence was taken as nil.

7. Heard the learned counsel appearing for the complainant and accused. Perused the materials

available on record. The following points would arise for my consideration;

1) Whether the complainant has made out all the ingredients of Sec.138 of Negotiable Instruments Act to prove the guilt of accused?

2) What Order?

8. My findings on the above points are as under:-

Point No.1: In the “**Affirmative**”

Point No.2: As per the final orders for the following:-

R E A S O N S

09. **Point No.1:** It is the case of complainant is that the accused and complainant are known to each other and accused had borrowed hand loan amount of Rs.8,00,000/- and to discharge the said liability, he had issued Ex.P.1 and P.2 cheques. On presentation said cheques have been returned for the reasons “**Funds Insufficient**” **Account Blocked Situation Covered in 2125**”. After issuance of notice also the

accused has not chosen to issue reply notice and not repaid the amount. Thereafter, the complainant has filed this complaint.

10. Further, in order to prove the guilt of the accused for offence under section 138 of Negotiable Instruments Act, 1881, the complainant is required to prove the following ingredients.

- (i) Accused had issued the cheque in favour of complainant.
- (ii) The said cheque has been issued in discharge of a legally recoverable debt or liability and is for consideration.
- (iii) The said cheque has been dishonored on presentation.
- (iv) Accused has failed to make payment of cheque amount within statutory period of service of legal notice served to him by complainant.

11. In order to prove the case of the complainant, the complainant has examined himself as P.W.1 in the form of affidavit and reiterated the contents of complaint and got marked the documents as Ex.P.1 to

Ex.P.13. Further, as per the evidence on record, it is proved by the complainant that the accused has issued Ex.P.1 Cheque in favour of complainant and the said cheque was dishonoured due to **“Funds Insufficient” Account Blocked Situation Covered in 2125**” as per Ex.P.3 and P.4. Thereafter, the complainant has issued legal notice to the accused.

12. Therefore, when there is evidence of complainant regarding the issuance of cheque and it was dishonour on presentation and when there is no evidence on the side of the accused to rebut the presumption available under section 118 and 139 of Negotiable Instrument Act, I am of the view that complainant has successfully established that cheque has been issued by the accused towards the discharge of legal liability and was dishonoured on its presentation for **“Funds Insufficient” Account Blocked Situation Covered in 2125**”.

13. During the course of proceedings, accused and complainant filed a joint memo. The contents of the joint memo are as follows;

“That the complainant and the accused have arrived at an amicable settlement and the accused herein have settled their dispute out of court for cheques amount of Rs.2,00,000/- (Rupees Two Lakhs Only), out of cheques amount of Rs.8,00,000/- that the accused has agreed to pay the settlement amount of Rs.2,00,000/- to the complainant in seven installments commencing from 10.08.2026 to 10.01.2027 for a sum of Rs.25,000/- and on 10.02.2027 for a sum of Rs.50,000/- totaling to Rs.2,00,000/- as per the terms and conditions of the Joint Memo. The accused has agreed and undertaken to pay all the above said installments on its relevant dates in case of the default, the complainant is at liberty to take appropriate legal action against the accused in accordance with law for the said offence.

By filing the above said joint memo accused admitted the legally enforceable debt as stated by the complainant.

14. Considering the joint memo and submission of learned counsels for complainant and the accused, this court deem it proper to grant time to the accused for repayment the amount to the complainant. Thus, material available on record clearly discloses that the complainant has complied all the ingredients of section 139 of Negotiable Instrument Act.

15. In view of foregoing discussions, I am of the opinion that, the complainant has established that the accused has committed an offence punishable under section 138 of Negotiable Instrument Act. The memo filed by the complainant and accused is sufficient to answer point No.1 in the “**Affirmative**”.

16. **Point No.2:** In view of the reasons stated and discussed on point No.1, I proceed to pass the following:-

ORDER

Acting Under Section 278(2) of B.N.S.S., accused is hereby convicted for the offence punishable under section 138 of Negotiable Instrument Act and is sentenced to pay a fine of Rs.2,00,000/-**(Rupees Two Lakhs only)**.

When the said amount is deposited, same shall be paid to the complainant as compensation.

The terms and conditions of the joint memo shall be part and parcel of this order.

In default of payment of the fine amount as agreed upon, accused shall under go simple imprisonment for a period of six months..

The bail bond of the accused stands cancelled.

Office to supply the copy of this judgment to the accused immediately on free of cost.

(Dictated to the Stenographer directly on computer, computerized by him, revised corrected and then pronounced by me in the open Court on 24th day of July 2026)

(ASHA. K.S.)
XXIII Addl. C.J.M., Bengaluru.

A N N E X U R E S

List of witnesses examined for the Complainant :

PW.1	Sri.Ravi.
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List of documents marked on behalf of Complainant :

Ex.P.1 and P.2	Original Cheques,
Ex.P.1(a) & P.2a	Signatures of accused.
Ex.P.3 & P.4	Bank Memos.
Ex.P.5	Copy of Legal Notice.
Ex.P.6 to P.8	Postal Receipts.
Ex.P.9	Postal cover Consignments
Ex.P.9a	Notice inside the cover
Ex.P.10 and P.11	Track Consignments
Ex.P.12	Certificate U/s.65-B of Indian Evidence Act.
Ex.P.13	Bank Statement.

List of witnesses examined for the defence :-

- Nil -

List of Exhibits marked on behalf of defence:-

- Nil -

(ASHA. K.S.)
XXIII Addl. C.J.M., Bengaluru.

