IN THE COURT OF SRI AlOK MARANDI, J.M. 1st CLASS, SAHIBGANJ.

Present: Alok Marandi
J.M. 1st Class
Sahibganj.
J.O Code- JH00680

Dated: The 28th day of July, 2026

District- Sahibganj.

Complainant Case No. 345/2024
CNR-JHSG-03-001627-2024

ACCUSATION U/S 138 N.I.Act

Annexure -I

Complainant/ informant:-	**Manik Chandra Saha** S/o Yogesh Chandra Saha, R/o Bara Pachgarh, PS Jirwabari, District- Sahibganj.
Represented By	Sri Jyoti Prakash Ojha, Ld, Advocate
Accused	**1. Ranjit Kumar** S/o Ramchandra Sah, R/o behind of Chiti Durga Mandir P.S Sahibganj (T) , District- Sahibganj (**A-1**)
Represented By	Sri Chandan Choudhary,Ld. Advocate
Annexure -II	
Date(s) of Offence	15.08.2019
Date of FIR	--
Date (s) of Charge-sheet/ cognizance	03.07.2024
Date(s) of Framing Charges/ Substance of accusation In case charge is framed or altered in more than one day than specifically it is to be mentioned on which date charge is framed against which accused	11.09.2024
Date of Commencement of evidence	24.09.2024

Date of Judgment is reserved	--
Date of Judgment	28.07.2026
Date of Sentencing Order, if any	----

Accused Details

Name of the Accused	Date of Arrest/ Surrender	Date(s) of Released on Bail	Offences charged with	Whether acquitted or convicted	Sentence imposed	Period of detention Undergone during trial for purpose of section 428 Cr.P.C.
Ranjit Kumar	17.08.24	17.08.24	U/s 138 of N.I.Act	Convicted	S.I of 1 yr u/s 138 N. I.Act -81, further to pay Rs.2,06, 000/- (rupees two lac six thousand) to the complainant as compensation amount under provisions of section 138 NI Act read with section 357(3) Cr.PC-73, in default of payment of said compensation amount he shall undergo S.I. for a period of 3 months.	-

List of Prosecution/Defence/Court Exhibits.

A. Prosecution:-

Serial. No.	Exhibit Number	Description
1.	**P1/ P.W.1**	Signature of the accused Ranjit Kumar in original cheque of State bank of India, PBB Branch, Sahibganj, bearing Cheque no.75956 9 dated 02.05.2024 of the amount Rs.3,000/- (three thousand).
2.	**P-1/1 PW1**	Signature of the accused Ranjit Kumar in original cheque of State bank of India, PBB Branch, Sahibganj, bearing Cheque no.759570 dated 02.05.2024 of the amount Rs.1,00,000/- (one lakh).
3.	**P-2 PW1**	Short signature of the Bank Manager with sealed on the bank return memo dated 06.05.2024 of Rs.3000/-.
4.	**P-2/1 PW1**	Short signature of the Bank Manager with sealed on the bank return memo dated 06.05.2024 of Rs.1,00,000/-.
5.	**P-3 PW1**	Signature of the complainant Manik Chandra Saha in the office copy of pleader notice.

6.	**P-3/1 PW1**	Signature of the Ld. Counsel Jyoti Prakash Ojha in the office copy of pleader notice.
7.	**P-4/ PW1**	Original postal receipt
8.	**Mark-X**	Postal tracking Report

B. Defence:-

Serial. No.	Exhibit Number	Description
1.	-	-
2.	-	-

C. Court Exhibits:-

Serial. No.	Exhibit Number	Description
1.	-	-
2.	-	-

D. Material Objects:-

Serial. No.	Material Object Number	Description
1.	-	-
2.	-	-

Annexure-III

List of Prosecution/Defence/Court Witnesses

A. Prosecution/Complaint

Rank	Name	Name of Evidence (Eye Witness, Police Witness, Expert Witness, Medical Witness, Panch Witness, other witness)
CW-1	Manik Chandra Saha	Complainant
CW-2	-	-

B. Defence Witness, if any

Rank	Name	Nature of Evidence (Eye Witness, Police Witness, Expert Witness, Medical Witness, Panch Witness, other witness)

DW1	Ramanand Gupta	Defence witness
DW2	-	-

C. Court Witness, if any

Rank	Name	Nature of Evidence (Eye Witness, Police Witness, Expert Witness, Medical Witness, Panch Witness, other witness)
CW1	No	-
CW2	No	-

JUDGMENT

1. The accused person named above has faced trial for the alleged commission of offence u/s. 138 Negotiable Instrument Act.

2. The complainant's case in brief as stated by the complainant in his complaint petition is that the complainant has paid a sum of Rs.1,03,000/-(rupees one Lakh three thousand) to the accused Ranjeet Kumar and the accused has given him two cheques dated 02.05.2024 of Rs. 1,00,000/-(rupees one lakh) bearing cheque no.759570 and another cheque of Rs.3,000/-(rupees three thousand) bearing cheque no.759569 respectively pertaining to State Bank of India, PBB Branch, Sahibganj and while both cheques were produced for encashment on 06.05.2024, the cheques were bounced owing to funds insufficient in the account of the accused and he got information regarding bouncing of cheques on 06.05.2024, pursuant to which he contacted the accused but to no effect and on 08.05.2024 he sent legal notice through registered post to the accused and hence a case has been filed on 10.06.2024.

3. On received of the aforesaid complaint petition and after registering a case kept the case record in personal file for S.A. inquiry and disposal. Thereafter, on completion of the S.A and inquiry, vide Order dated 03.07.2024 the present accused was summoned to face the trial.

4. On 11.09.2024 the appropriate questions were asked to the accused and the Court recorded the responses to the questions in the presence of the accused and his counsel and thereafter determined that the case was fit to be tried summarily under Chapter XXI of the Cr.P.C. / Chapter XXII of the BNSS, 2023. Thereafter, the substance of the accusation under section 138 of the N.I. Act was read over and explained to the present accused in hindi to which the accused pleaded not guilty and claimed to be tried.

F I N D I N G S

5. At the outset it is noteworthy to mention that in the instant case, only the complainant himself was examined as C.W.1. The complainant proved following documents :-

Exhibit- P-1/P.W.1: Signature of the accused Ranjit Kumar in original cheque of State bank of India, PBB Branch, Sahibganj, bearing Cheque no.759569 dated 02.05.2024 of the amount Rs.3,000/- (three thousand).

Exhibit- P-1/1 /P.W.1: Signature of the accused Ranjit Kumar in original cheque of State bank of India, PBB Branch, Sahibganj, bearing Cheque no.759570 dated 02.05.2024 of the amount Rs.1,00,000/- (one lakh).

Exhibit- P-2/P.W.1 : Short signature of the Bank Manager with sealed on the bank return memo dated 06.05.2024 of Rs.3000/-.

Exhibit- P-2/1 / P.W.1 : Short signature of the Bank Manager with sealed on the bank return memo dated 06.05.2024 of Rs.1,00,000/-.

Exhibit- P-3/ P.W.1 : Signature of the complainant Manik Chandra Saha in the office copy of pleader notice.

Exhibit- P-3/1 / P.W.1 : Signature of the Ld. Counsel Jyoti Prakash Ojha in the office copy of pleader notice.

Exhibit- P-4/ P.W.1 : Original postal receipt.

Mark-X – Postal tracking Report.

C.W.1 Manik Chandra Saha has stated in his examination-in-chief that on 15.08.2019 the accused needed Rs. 1,03,000/- (one lakh three thousand) due to which the accused asked the said amount from the complainant as a friendly loan. Due to friendship, the complainant without any written agreement gave Rs. 1,00,000/- by cheque and Rs. 3000/- in cash, totaling Rs. 1,03,000/- (one lakh three thousand) to the accused in front of witnesses. The accused had promised to return the money within one year. When the time was over, i.e. after one year, he asked for the said amount from the accused, then the accused asked for some more time. When the time passed, then he strictly asked for his money from the accused, then the accused gave the cheque of State Bank of India PBB Branch Sahibganj, account No.-11462088933 Cheque No.-759570 amounting to Rs. 1,00,000/- dated 02.05.2024 and another cheque of account No.-11462088933 Cheque No.-759569 amounting to Rs. 3,000/- dated 02.05.2024 was given to him.

That he gave both the above mentioned cheques for payment to his branch, State Bank of India, Sahibganj, account no.20090373613 on 06.05.2024. That the Branch Manager, Sahibganj, returned both the cheques with a memo stating that the funds were insufficient. He then had his lawyer serve a legal notice on the accused by registered post on 08.05.2024. The accused neither responded nor paid any amount. The accused, in a deliberate conspiracy, gave him both the above mentioned cheques with the intention of embezzling the said amount, knowing that there was no money in the said account.

6. In rebuttal one defence witness was adduced by the defence. The sole defence witness is :-

D.W.1 - Ramanand Gupta

D.W.1 Ramanand Gupta deposed during the examination-in-chief in chief that he personally knows the said accused Ranjit Sah of the present case since his childhood. That he has a family relationship with the alleged accused, He is also his neighbour. That the said Ranjit Sah is a labourer and has never done any business or trade in the past. That Ranjit Sah has no account with any financial or non-financial institution. No account/passbook is held/operated in the name of Ranjit Sah with any bank. That he completely know and recognize the signature of the alleged accused Ranjit Sah. That the signature on the cheque attached to the complaint is not the signature of the alleged accused Ranjit Sah. That the complainant has never had any acquaintance, transaction or business with Ranjit Sah. That the case filed by the complainant is absolutely wrong, false and baseless. During the cross-examination, he deposed that he can identify the signature of Ranjit Sah but he is not the expert. Ranjit Sah has brought him to court to give evidence. He deposed that he does not know Manik Chand.

7. Ld. Counsel for the complainant, submitted that the complainant has well proved his case by proving all the ingredients of sec. 138 N.I. Act and documents i.e. cheques, cheque return memos, legal notice and postal receipt. Hence the accused is liable to be convicted and held liable for the claim of the complainant

8. Ld. Defence counsel has argued in his defence and submitted that the accused person has falsely implicated and have not committed as alleged in the complaint petition. He submitted that the accused never had any bank accounts.

9. Heard the argument of both the sides and thoroughly perused the case record.

10. From perusal of the records it transpires that the accused being in close friendly relations with the complainant availed a friendly loan of Rs.1,03,000/- (one lakh three thousand) from the complainant on 15.08.2019 with a promise to make repayment of the same to complainant within one year. While the accused failed to make repayment of the loan amount as agreed by him, the complainant contacted the accused and demanded repayment of the loan amount, then accused issued the cheque of State Bank of India PBB Branch Sahibganj, account No.-11462088933 Cheque No.-759570 amounting to Rs. 1,00,000/- dated

02.05.2024 and another cheque of account No.-11462088933 Cheque No.-759569 amounting to Rs. 3,000/- dated 02.05.2024 in favour of the complainant in discharge of his liability. The complainant presented the aforesaid cheques of the accused for encashment through his branch, State Bank of India, Sahibganj, account no.20090373613 on 06.05.2024. That the Branch Manager, Sahibganj, returned both the cheques with two memo stating that the funds were insufficient.

11. Before delving the merit of this case and analyzing the evidence available on record, first of all this court would like to quote the Section 138 of Negotiable Instrument Act that is as follows:

“Dishonour of cheque for insufficiency, etc., of funds in the account.—Where any cheque drawn by a person on an account maintained by him with a banker for payment of any amount of money to another person from out of that account for the discharge, in whole or in part, of any debt or other liability, is returned by the bank unpaid, either because of the amount of money standing to the credit of that account is insufficient to honour the cheque or that it exceeds the amount arranged to be paid from that account by an agreement made with that bank, such person shall be deemed to have committed an offence and shall, without prejudice to any other provision of this Act, be punished with imprisonment for [a term which may be extended to two years’], or with fine which may extend to twice the amount of the cheque, or with both:

Provided that nothing contained in this section shall apply unless—

(a) the cheque has been presented to the bank within a period of six months from the date on which it is drawn or within the period of its validity, whichever is earlier;

(b) the payee or the holder in due course of the cheque, as the case may be, makes a demand for the payment of the said amount of money by giving a notice; in writing, to the drawer of the cheque, 9 [within thirty days] of the receipt of information by him from the bank regarding the return of the cheque as unpaid; and

(c) the drawer of such cheque fails to make the payment of the said amount of money to the payee or, as the case may be, to the holder in due course of the cheque, within fifteen days of the receipt of the said notice.

Explanation.—For the purposes of this section, "debt of other liability" means a legally enforceable debt or other liability."

12. The ingredients which are to be satisfied for making out a case u/s 138 of Negotiable Instrument Act are as under :-

"1. A person must have drawn a cheque on an account maintained by him in a bank for payment of a certain sum of money to another person, out of that account, for the discharge of any debt or other liability.

2. The cheque has been presented to the bank within a period of six months from the date appearing on its face or within the period of its validity, whichever is earlier.

3. The cheque has been returned by the bank unpaid, either because the amount of money standing to the credit of the account is insufficient to honour the cheque, or that it exceeds the amount arranged to be paid from that account by an agreement made with the bank.

4. The payee or the holder in due course of the cheque makes a demand for the payment of the said amount of money by giving a notice in writing to the drawer of the cheque within 30 days of the receipt of information by him from the bank regarding the return of the cheque as unpaid.

5. The drawer of such cheque fails to make payment to the payee or the holder in due course of the cheque within 15 days of the receipt of the notice."

13. Went thoroughly through the entire case record, the complaint petition, deposition of the complainant C.W. 3 and the depositions of the other two witnesses – C.W.1 and C.W.2 and depositions of two defence witnesses as D.W.1 and D.W.2 who are Assistant Manager and the accused person respectively.

14. Went thoroughly through the entire case record, the complaint petition, deposition of the complainant and deposition of one defence witness as D.W.1 and the accused person respectively.

From the discussion made in para 5 to para 12 that the complainant had given a friendly loan of Rs.1,03,000/- (one lakh three thousand) to the accused on 15.08.2019 with a promise to make repayment of the same to complainant within one year. While the accused failed to make repayment of the loan amount as agreed by him, the complainant contacted the accused and demanded repayment of the loan amount, then accused issued the cheque of State Bank of India PBB Branch Sahibganj, account No.-11462088933 Cheque No.-759570 amounting to Rs. 1,00,000/- dated 02.05.2024 and another cheque of account No.-11462088933 Cheque No.-759569 amounting to Rs. 3,000/- dated 02.05.2024 in favour of the complainant in discharge of his liability. The complainant presented the aforesaid cheques of the accused for encashment through his branch, State Bank of India, Sahibganj, account no.20090373613 on 06.05.2024. That the Branch Manager, Sahibganj, returned both the cheques with two memo stating that the funds were insufficient, pursuant to which he contacted the accused person but he denied repaying the cheque amount.

This fact has been supported by oral evidences stated by the complainant who deposed and supported the facts that he had given Rs.1,03,000/- (one lakh three thousand) to the accused on 15.08.2019 and in return the accused person had issued the cheque of State Bank of India PBB Branch Sahibganj, account No.-11462088933 Cheque No.-759570 amounting to Rs. 1,00,000/- dated 02.05.2024 and another cheque of account No.-11462088933 Cheque No.-759569 amounting to Rs. 3,000/- dated 02.05.2024 in favour of the complainant in discharge of his liability but when the cheques were presented in the bank by the complainant for encashment then the chequee were dishonored due to insufficient fund in the account. The said cheques were exhibited as **Exhibit- P-1/P.W.1** and **Exhibit- P-1/1 /P.W.1** were presented in the bank but the said cheques were dishonoured and two Cheques return memo dated 06.05.2024 marked as **Exhibit- P-2/P.W.1** and **Exhibit- P-2/1 / P.W.1** were given to the complainant. Thereafter, office copy of legal notice dated 08.05.2024 marked as **Exhibit- P-3/1 / P.W.1** was sent to the accused but he did not give the dishonoured cheques amount to the complainant. It is also to be noted that postal registered receipt dated 08.05.2024 has been marked as **Exhibit- P-4/ P.W.1** and postal tracking report have been marked as **Marked-X** with objection but the accused failed to rebut the same.

Thus, from the discussion made above it is well established that :-

(1) the accused person had drawn two cheques on an account maintained by him in bank for payment of Rs.1,03,000/-(one lakh three thousand) to the complainant for the discharge of his liability amount of Rs.1,03,000/-(one lakh three thousand). Thereafter, the cheques were presented to the bank within the time and the cheque was dishonored due to insufficient fund in the account. Thereafter, the complainant made a demand for the payment of dishonored cheque amount by serving him legal notice and the accused person failed to repay the said amount within reasonable time. Therefore, the accused Ranjit Kumar facing trial has committed the offence u/s 138 of N.I Act and held guilty thereunder. The accused person is on bail and as he has been held guilty therefore, his bail is canceled and he is taken into judicial custody.

(Typed and Corrected by me)	**(Delivered by me)**
sd/-	sd/-
(Alok Marandi) Judicial Magistrate 1st Class Sahibganj 28.07.2026	(Alok Marandi) Judicial Magistrate 1st Class Sahibganj 28.07.2026

Later on...

<u>28.07.2026</u>

Heard on the point of sentence.

Learned Defence Counsel has submitted that this is the first offence and no previous conviction is proved and prayed that lenient view may kindly be taken and benefit of Probation of Offender Act may kindly be extended to him. In fact the complainant has misused the cheque of the accused.

On the other hand the Learned Counsel for the complainant submitted that the accused had taken the alleged amount in the year 2019, so maximum punishment may be awarded.

Considered the points put forward by the Learned Defence Counsel and the Learned Counsel for the complainant on the point of sentence. I am of the opinion that the convict has been held guilty and punished u/s 138 NI Act. I do not find appropriate to give the benefit of probation of offenders Act to him. Accordingly, I do hereby sentence the convict namely Ranjit Kumar as follows:

Hence, the convict is sentenced to undergo -

1. Simple imprisonment of 1 year for the offence u/s 138 Negotiable Instruments Act, 1881.

2. the accused is further directed to pay Rs.2,06,000/-(rupees two lac six thousand) to the complainant as compensation amount in view of provisions of section 138 NI Act read with section 357(3) of Code of Criminal Procedure, 1973.

And in default of payment of said compensation amount he shall undergo simple imprisonment for a period of 3 months. However, it is made clear that the convict person shall pay the aforesaid compensation amount to the complainant within one month from today. All the sentences except the sentence in default in payment for compensation

are to run concurrently and the period of the sentence already undergone shall be condoned.

B/C is directed to provide the free copy of the judgment to the convict today itself.

(Typed and Corrected by me)	**(Delivered by me)**
sd/-	sd/-
(Alok Marandi) Judicial Magistrate 1st Class Sahibganj 28.07.2026	(Alok Marandi) Judicial Magistrate 1st Class Sahibganj 28.07.2026