

Mr. Mohamed Aslam Beig vs Dr. Mohsin Pasha on 24 June, 2016

IN THE COURT OF THE XVIII ADDL. CHIEF METROPOLITAN
MAGISTRATE, BANGALORE

DATED : THIS THE 24TH DAY OF JUNE 2016

PRESENT: LAKSHMINARAYANA BHAT.K., B.A., LL.B.
XVIII ADDL.C.M.M., BANGALORE
C.C.NOS: 2810/2013, 2818/2013, 13007/2013
AND
226/2013

Complainant: Mr. Mohamed Aslam Beig,
S/o. Mehaboob Sab,
Aged about 51 years,
Residing at No: 378, 1st Floor,
3rd Main, 12th Cross,
Jelli Mission, 2nd Stage,
Vidyaranyapura,
Bangalore-560 097.

(Represented by Shri.R.D.Vishwanath.,
Advocate)

V/s.

Accused : Dr. Mohsin Pasha,
S/o. Late M.A.Hai,
Medical Director,
Mediscope Hospital,
No:11, Pillanna Garden,
3rd Stage,
Bengaluru - 560 045.

(Represented by Sri.Mohamed Wazeer.,
Advocate)

Offence complained of: U/s.138 of N.I.Act

Plea of accused: Plead not guilty

Final order Accused is found guilty

Date of order: 24/6/2016

2

CC.Nos: 2810/2013,
2818/2013, 13007/2013
and 226/2013

JUDGMENT

The complaint was filed against the accused for the offence punishable under Section 138 of Negotiable Instruments Act (hereinafter in short referred as N.I. Act.).

2. In all these 4 cases, the complaint was filed against the accused and the accused had put forwarded a common defence and therefore all the cases are taken up together for common Judgment. After filing of the complaint, cognizance of the offence was taken. After recording sworn statement in pursuance of summons, presence of the accused was secured and he was enlarged on bail. The substance of accusation was recorded and the accused pleaded not guilty.

3. To prove the complaint averments, the complainant in CC.No:

13007/2013 was examined as P.W.1 and has produced documents marked as per Ex.P.1 to Ex.P.20. In CC.No: 2810/2013 he has produced documents marked as per Ex.P.1 to Ex.P.18. In CC.No:

226/2013 he has produced documents marked as per Ex.P.1 to Ex.P.5. In CC.No: 2818/2013, he has produced documents marked as per Ex.P.1 to Ex.P.15. In all these cases, the accused was examined under Section 313 of Cr.P.C. Even after giving sufficient opportunity, the accused has not adduced any oral evidence in defence or has produced documentary evidence.

2818/2013, 13007/2013 and 226/2013

4. Heard the arguments. The learned Advocate appearing for the accused has filed memorandum of written arguments. He has relied on following reported Judgments.

(1) ILR 2009 KAR 1633 in Kumar Exports V/s. Sharma Carpets.

(2) 2009 Crl.L.J. 3777 in Sanjay Mishra V/s. Kanishka Kapoor @ Nikki and another. .

(3) 2010(1) AIR KAR.R.539 in Smt.H.R.Nagarathna V/s.

Smt. Jayashree Prasad.

(4) 2006 SAR (Criminal) 616 in M.S.Narayana Menon Alias Mani V/s. State of Kerala and another.

(5) 2012(2) DCR 724 (Delhi High Court) in Niraj V/s. Ramesh Pratap Singh @ Raju Singh.

(6) 2012 (2) DCR 461 (Calcutta High Court) in Smt. Shubra Mitra V/s. Sri Dipankar Saha and another. (7) 2012 (2) DCR 368 (Delhi High Court) in Pawan Singhal V/s. Gauri Shankar Deora and another.

(8) 2012 (2) DCR 26 (Gujarat High Court) in Bankumchandra Ravjibhai Patel V/s. Chinubhai Bachubhai Chauhan.

(9) ILR 2007 KAR 2709 in M.Senguttuvan V/s.
Mahadevaswamy.

(10) 2013 (2) DCR 479 in Ramesh S/o. Kisanrao Ingole V/s. Eknath S/o. Haribhau Thigale.

(11) 2013 (2) DCR 80 in Muthuraj V/s. Ganesan.

(12) 2013 (3) DCR 474 (Allahabad High Court) in Hazi Bhoore Hussain Ansari V/s. State of U.P. and another.

2818/2013, 13007/2013 and 226/2013

5. After analyzing the averments made in the complaint, oral and documentary evidence placed on record and after hearing the arguments, at this stage the points that arise for my determination are:-

1) Whether the complainant has proved he had advanced loan of Rs.59,25,000/- and the cheques issued by the accused in discharge of the aforesaid debt were dishonoured and even after service of notice, the accused had failed to pay the amount and thereby he is guilty of the offence punishable under Section 138 of N.I.Act?

2) What order?

6. My findings on the aforesaid points are as under:-

POINT NO.1 : In the Affirmative, POINT NO.2 : As per final order, for the following:-

REASONS

7. POINT NO.1:- As per the complaint averments, in CC.No:

13007/2013, it is submitted the accused is the Director of Mediscope Hospital, Bengaluru. Mohammed Ikramulla is the co-brother of the complainant and he is working in the said hospital as Pharmacist. It is stated the accused was in need of money to develop the Hospital and through Mohammed Ikramulla he had approached the complainant for financial assistance of Rs.40 lakhs. The accused had executed 2818/2013, 13007/2013 and 226/2013 memorandum of understanding in favour of the complainant and borrowed Rs.40 lakhs by cash. He had agreed to repay the said amount to the complainant within six months and issued 4 cheques dated 13/8/2012 for Rs.10 lakhs each in favour of the complainant drawn on Corporation Bank, Frazer Town Branch, Bengaluru in the presence of Mohammed Ikramulla. The accused further agreed to repay the loan amount with interest thereon at 2.5% per month. After the prescribed period, when the complainant presented the aforesaid cheques issued by the accused, all the cheques were returned unpaid with an

endorsement "Account freezed" on 14/8/2012. When the complainant has informed the accused regarding dishonour of the cheque, the accused had responded indifferently. The complainant claimed to have issued legal notice dated 10/9/2012 calling upon him to make payment of the dishonoured cheque amount and the said notice was duly served. After service of notice, the accused has neither made payment nor sent any reply. The complainant in his affidavit filed in lieu of examination-in-chief deposed as per the averments made in the complaint.

8. In CC.No: 2810/2013, the accused alleged to have borrowed loan of Rs.10 lakhs from the complainant by cash and also executed a memorandum of understanding and promised to repay the said amount to the complainant within six months. For the discharge of the aforesaid 2818/2013, 13007/2013 and 226/2013 debt, the accused alleged to have issued in all 4 cheques and among them a cheque was issued dated 16/8/2012 for Rs.6 lakhs drawn on Vijaya Bank, Frazer Town Branch, Bengaluru and 2 cheques dated 16/8/2012 for Rs.1 lakh each and another cheque for Rs.2 lakhs drawn on Corporation Bank, Frazer Town Branch, Bengaluru in favour of the complainant. It is further submitted the accused had agreed to pay interest on the said amount at the rate of 2.5% per month in favour of the complainant. The complainant presented the aforesaid cheques, but as per memo dated 18/8/2012 they were returned unpaid with an endorsement "Funds Insufficient". The complainant issued legal notice dated 1/9/2012 and after service of notice the accused has not made payment of the cheque amount.

9. In CC.No: 226/2013, the accused alleged to have demanded hand loan of Rs.2 lakhs from the complainant and in discharge of the said debt had issued a cheque dated 25/8/2012 for Rs.2 lakhs drawn on Vijaya Bank, Frazer Town Branch, Bengaluru. When the complainant presented the said cheque, it was dishonoured with an endorsement "Funds Insufficient" dated 28/8/2012 and thereafter as per legal notice dated 22/9/2012, he had called upon the accused to make payment of the said cheque amount. In CC.No: 2818/2013, it is alleged the accused had demanded hand loan of Rs.7,25,000/- from the 2818/2013, 13007/2013 and 226/2013 complainant and the complainant claimed to have advanced the said amount to the accused by cash. It is further submitted in discharge of the said debt the accused had issued 4 cheques dated 16/8/2012 and among them one cheque is for Rs.57,500/- and the other cheque is for Rs.3,67,500/- drawn on Amanath Co-Operative Bank Ltd., Tannary Road Branch, Bengaluru and the other 2 cheques for Rs.2 lakhs and Rs.1 lakh respectively dated 16/8/2012 drawn on Corporation Bank, Frazer Town Branch, Bengaluru. When the complainant presented these cheques, as per memo dated 16/8/2012 and 18/8/2012, they were returned unpaid with an endorsement "Funds Insufficient". The complainant issued legal notice dated 5/9/2012 calling upon the accused to make payment of the said amount and the said notice was duly served. The complainant in all the above cases in the affidavit filed in lieu of his examination-in-chief deposed as per the averments made in the complaint.

10. The accused in his defence evidence and during cross- examination of the complainant in all the above cases has admitted acquaintance with the complainant. It is contended the accused has not personally filled the contents of the cheque produced by the complainant in all these cases. The other defence of the accused is that the demand notice sent on behalf of the complainant in compliance to Section 138(b) 2818/2013, 13007/2013 and 226/2013 of N.I. Act was not personally

served upon him. It is suggested to the complainant that Mohammed Ikramulla misused the cheques, got filed these complaints through the complainant for wrongful gain. The accused has submitted the cheques produced by the complainant were not issued in discharge of any debt or other liability. It is further contended the complainant has obtained blank signed cheques and misused the instruments. The other argument of the accused is that the complainant has not proved his source of income and how he has mobilised the loan amount. It is further submitted the complainant has failed to prove the mode of payment. The other defence of the accused is that as per the conditions of memorandum of understanding, the complainant had not issued prior notice. For the aforesaid reasons the accused has disputed his liability to make payment of in all 13 cheques which is the subject matter of all these complaints. Accordingly, he has prayed for dismissal of the complaint.

11. During cross-examination, the complainant has deposed he is acquainted with the accused from 2009. He further admitted before advancement of the loan in favour of the accused, he has not contacted the other Directors of Mediscope Hospital. The complainant has shown ignorance regarding how many Directors are there in the administration of Mediscope Hospital. As per the complaint averments and demand 2818/2013, 13007/2013 and 226/2013 notice sent to the accused, it is stated the accused had agreed to repay the loan amount within six months with interest thereon at 2.5% per month. But during cross-examination, the complainant has deposed the accused had agreed to share 2.5% profit in the business of Mediscope Hospital. In this regard, the complaint averments, affidavit of the complainant filed in lieu of his examination-in-chief and his contention during cross-examination is contradicting. As per the evidence, the complainant is a Civil Engineer and he has obtained training in Diploma. He further claimed from 2008 he is an Income tax assessee and specifically admitted not disclosed advancement of Rs.59,25,000/- loan amount in the documents submitted to the income tax department. As per the evidence of the complainant, the aforesaid loan amount of Rs.59,25,000/- has been advanced in favour of the accused in 10 installments and only once he has paid Rs.1 lakh to the accused through cheque issued in favour of Mediscope Hospital. According to the case of the complainant, in discharge of the aforesaid debt, the accused had issued in all 13 cheques for different amounts.

12. Before going into the merits of the case, the accused has not disputed his signature appearing in the 13 cheques produced by the complainant in all these cases. He has further not disputed he is the Director of Mediscope Hospital and signatory to the cheques. It is also 2818/2013, 13007/2013 and 226/2013 not the defence of the accused that the cheques produced by the complainant are not pertaining to the Bank account of Mediscope Hospital and he is the authorised signatory of the said cheques. During cross-examination of the complainant, the accused has failed to forward satisfactory explanation how these 13 signed cheques went to the possession of the complainant. In CC.No: 13007/2013, the accused has produced Ex.P.1 to Ex.P.4 cheques dated 13/8/2012 drawn on Corporation Bank, Frazer Town Branch, Bengaluru issued in favour of the complainant for Rs.10 lakhs each and the accused had affixed his signature to these cheques as a Director of Mediscope Hospital Pvt Ltd. As per Ex.P.5 to Ex.P.8 memo issued by the Bank, Ex.P.1 to Ex.P.4 cheques have been dishonoured with an endorsement dated 14/8/2012 as "Account freezed". Ex.P.9 is the copy of the statutory demand notice issued on behalf of the complainant under Registered post and the said notice was duly served upon the accused as per Ex.P.11 postal acknowledgement. In Ex.P.11, in proof

of receipt of notice, the seal of Mediscope Hospital has been affixed and the accused personally received the said notice by affixing his signature in the postal acknowledgement. It is not the defence of the accused that the address written on Ex.P.9 demand notice is incorrect. During cross-examination of the complainant, the accused has not disputed his signature appearing in Ex.P.11 postal acknowledgement. The accused during cross-

2818/2013, 13007/2013 and 226/2013 examination of the complainant has only suggested that Ex.P.9 demand notice was not served and in addition to that he has not forwarded any satisfactory explanation regarding non-service of notice. Ex.P.13 to Ex.P.16 are the memorandum of understanding dated 25/10/2010 entered into between the complainant and the accused. During cross-examination of the complainant, it is suggested on behalf of the accused that Ex.P.13 to Ex.P.16 are concocted documents. The accused has not specifically disputed his signature appearing in these memorandum of understandings. He has also not adduced any evidence to disprove the execution of Ex.P.13 to Ex.P.16 memorandum of understanding in favour of the complainant. In Ex.P.13 to Ex.P.16, there is a specific reference that Mediscope Hospital has been established at the cost of Rs.8 crores. Therefore, the accused as a Director of the said hospital was in need of money is made out from the contents of these memorandum of understanding. In all these Ex.P.13 to Ex.P.16 memorandum of understanding documents, there is a specific reference regarding Ex.P.1 to Ex.P.4 cheques have been issued for Rs.10 lakhs each to the complainant as a security. Therefore, the defence of the accused that the complainant has obtained Ex.P.1 to Ex.P.4 blank signed cheques in collusion with Mohammed Ikramulla is apparently false and unbelievable. As per the recitals of Ex.P.13 to Ex.P.16 memorandum of understanding, the complainant is entitled for Rs.25,000/- per month, in 2818/2013, 13007/2013 and 226/2013 all Rs.1 lakh as profit as agreed by both the parties to the document. Therefore, the evidence of P.W.1 as deposed during his cross-examination that the accused had agreed to share profit at the rate of 2.5% per month is in consonance with the terms and conditions and recitals of Ex.P.13 to Ex.P.16 memorandum of understanding entered into between the parties.

13. In CC.No: 2818/2013, the complainant has produced Ex.P.1 and Ex.P.2 cheques dated 16/8/2012 issued for Rs.57,500/- and Rs.3,67,500/- drawn on Amanath Co-Operative Bank Ltd., Tannary Road Branch, Bengaluru and as per Ex.P.5 and Ex.P.6 both these cheques were dishonoured with an endorsement "Funds Insufficient". Ex.P.3 and Ex.P.4 are the cheques issued in favour of the complainant for Rs.2 lakhs and Rs.1 lakh respectively drawn on Corporation Bank, Frazer Town Branch, Bengaluru and as per Ex.P.7 and Ex.P.8 memo they were dishonoured with an endorsement "Funds Insufficient". Ex.P.9 is the copy of the statutory demand notice issued to the accused and Ex.P.11 is the postal acknowledgement in proof of service of said notice personally on the accused. Ex.P.12 is the memorandum of understanding produced by the complainant dated 5/4/2012 executed by the accused for Rs.1 lakh. As per the contents of this document, the complainant is entitled for profit at the rate of 6% per month. In 2818/2013, 13007/2013 and 226/2013 Ex.P.12, there is a reference regarding the accused had issued Ex.P.4 cheque in favour of the complainant for Rs.1 lakh drawn on Corporation Bank, Frazer Town Branch, Bengaluru. During cross-examination, the complainant has admitted there is no memorandum of understanding between the parties regarding Ex.P.1 to Ex.P.3 cheque amounts in respect of CC.No: 2818/2013.

14. In CC.No: 2810/2013, the complainant has produced Ex.P.1 to Ex.P.4 cheques dated 16/8/2012 issued for a total amount of Rs.10 lakhs. Among the cheques, Ex.P.1 cheque is dated 16/8/2012 issued for Rs.6 lakhs drawn on Vijaya Bank and as per Ex.P.5 memo the said cheque was dishonoured with an endorsement "Funds Insufficient". Ex.P.2 to Ex.P.4 cheques are drawn on Corporation Bank, Frazer Town Branch, Bengaluru and among them, 2 cheques are issued for Rs.1 lakh each and Ex.P.3 cheque is issued for Rs.2 lakhs. As per Ex.P.6 to Ex.P.8 Bank memo, all the cheques were dishonoured with an endorsement "Funds Insufficient". Ex.P.9 is the copy of the statutory demand notice and Ex.P.11 is the postal acknowledgement in proof of service of said notice. Ex.P.12 to Ex.P.15 are the memorandum of understanding dated 28/4/2011, 5/5/2011, 4/3/2011 and 17/3/2011 executed by the accused in favour of the complainant in respect of Ex.P.1 to Ex.P.4 cheque amounts of Rs.10 lakhs. As per these documents, Ex.P.12 2818/2013, 13007/2013 and 226/2013 memorandum of understanding is pertaining to Ex.P.1 cheque and Ex.P.13 is pertaining to Ex.P.4 cheque. Ex.P.14 pertains to Ex.P.2 and Ex.P.15 pertains to Ex.P.3 cheque. As per Ex.P.12 to Ex.P.15, the complainant is entitled for profit at the rate of 2.5%, 4%, 5% and 5% respectively in respect of investment made by him. In CC.No:

226/2013, the complainant has not produced any memorandum of understanding except the cheque and statutory demand notice.

15. In CC.No: 13007/2013, during cross-examination of the complainant, the accused has challenged the financial capacity of the complainant to advance loan of more than Rs.59 lakhs. In order to prove his financial capacity, the complainant has produced Ex.P.11(A) agreement for sale dated 9/10/2011. The aforesaid document was inadvertently numbered as Ex.P.11 and since already postal acknowledgement is marked as Ex.P.11, the agreement of sale is re- numbered as Ex.P.11(A). As per the contents of this document, the complainant had agreed to sell the property situated at Mathikere, Bengaluru including building for a consideration of Rs.55 lakhs in favour of Molly Francis. Ex.P.12 is the registered sale deed executed by the complainant in favour of the aforesaid purchaser Molly Francis on 12/7/2011. The complainant has also produced Ex.P.17 Bank account extract issued by Sri Sudha Co-Operative Bank Ltd, Yeshwanthpur 2818/2013, 13007/2013 and 226/2013 Branch and as per the document, on 29/10/2010 through cheque bearing No:596062 the complainant had advanced Rs.1 lakh to Mediscope Hospital. The complainant during his cross-examination has specifically deposed from 25/1/2010 to July 2011 advanced the aforesaid amount as hand loan. Even as per the memorandum of understanding produced by the complainant, he has advanced loan amount to the accused on 25/10/2010, 5/4/2011, 28/4/2011, 5/5/2011, 4/3/2011 and 17/3/2011. During cross-examination of the complainant, the accused has contended how the complainant had mobilized huge amount of Rs.59 lakhs. As per Ex.P.18, in CC.No:

13007/2013, the complainant has produced the Bank account extract for the period 19/1/2010 to 15/6/2013 issued by Bangalore City Co-Op. Bank, Vijay Nagar Branch, Bengaluru. As per this document, in the month of January 2010 the complainant was maintaining Bank balance of Rs.30,04,089/- on 22/1/2010. In the same document, there is a reference that on 4/7/2011 the complainant was maintaining Bank balance of Rs.33,00,000/-. Ex.P.19 is the Bank account extract of the complainant issued by

The Janatha Co-Op. Bank for the period 28/9/2010 to 2/5/2013. As per this document, on 27/1/2011 the complainant was maintaining Bank balance of Rs.18,57,650/-. Ex.P.20 is the Bank account extract of the complainant of Sri Sudha Co-Op. Bank, Yeshwanthpur, Bengaluru for the period 24/1/2010 to 7/4/2012.

2818/2013, 13007/2013 and 226/2013 It is not the case of the complainant that he had withdrawn the amount from the Bank account and thereafter advanced the loan to the accused by cash. But the documents produced by the complainant as per Ex.P.18 to Ex.P.20 clearly shows the complainant was maintaining substantial Bank balance in all the 3 accounts. The accused has failed to make out the complainant is financially incapable to advance Rs.59 lakhs as hand loan. Therefore, the complainant by producing Ex.P.18 to Ex.P.20 documents has proved he was capable to advance the loan amount in favour of the accused as alleged in the respective complaints. Moreover, the complainant has produced memorandum of understanding executed by the accused and the accused has failed to disprove those documents. The other defence of the accused is that the cheques produced by the complainant were undated and the complainant has filled those cheques. As per Section 20 of N.I. Act, it empowers the complainant being the payee or holder in due course to fill incomplete instruments on the basis of implied authority of the accused. The accused having issued undated cheque and in the subsequent stage of the proceeding he shall not be contend that the complainant has unauthorisedly filled the cheques.

16. As per Section 139 of N.I. Act, there is a presumption in favour of the complainant that unless the contrary is proved Court shall 2818/2013, 13007/2013 and 226/2013 presume that the cheque had been issued in discharge of any debt or liability. Therefore, it is the burden of the accused to rebut the presumption in favour of the complainant. In the case on hand, during cross-examination of the complainant, the learned Advocate appearing for the accused has failed to elicit any damaging admission. He has further failed to disprove execution of memorandum of understanding in favour of the complainant. It is the burden of the accused to prove the cheques produced by the complainant in the respective cases were not issued in favour of the complainant in discharge of any debt or other liability. The defence of the accused that the complainant has not paid income tax and therefore tried to escape his liability. In the event the complainant has not paid income tax, it is for the concerned department to recover the said tax in accordance with law. Moreover, the complainant is liable to make payment of income tax on these amounts only after the accused makes repayment. Even though the accused was aware the cheques pertaining to the subject matter of these complaints were in the possession of the complainant, he had not instructed the Bank for stop payment in the event those cheques have not been issued in favour of the complainant in discharge of any debt or other liability. He has also not initiated any legal action against the complainant for the alleged misuse of those cheques. The evidence and other attending circumstance clearly shows the accused in his individual capacity has 2818/2013, 13007/2013 and 226/2013 borrowed loan from the complainant for the development of his hospital by executing memorandum of understanding. The accused has put forwarded false defence regarding non-service of notice. Even after service of notice, he has not chosen to send any reply. The complainant has not filed any suit

against the accused for the recovery of money on the basis of memorandum of understanding and therefore issuance of the notice as per the terms of the said memorandum of understanding would not arise. The complainant has fulfilled all the ingredients of Section 138 and 142 of the Act. The accused has failed to rebut the presumption appearing in favour of the complainant under Section 139 of the Act. The accused has failed to put forward a probable defence or to place prima facie evidence to prove his defence. Therefore, for the aforesaid reasons my findings on Point No.1 is in the affirmative.

17. POINT NO.2:- In view of my findings on Point No.1., the accused is liable to be convicted for the offence punishable under Section 138 of N.I. Act. As per the Judgment reported in Mainuddin Abdul Sattar Shaik V/s. Vijay D. Salvi, Hon'ble Apex Court convicted the accused and sentenced him to pay fine twice the amount of the cheque and also interest at the rate of 9% per annum. Imposing fine twice the amount of the cheque is at the discretion of the Court. In the case on 2818/2013, 13007/2013 and 226/2013 hand, from the date of cheque, already 46 months have been lapsed and therefore it is a fit case to sentence the accused to pay compensation in excess of the cheque amount. Hence, I proceed to pass the following:-

ORDER Acting under Section 255 (2) of Cr.P.C, accused is convicted for the offence punishable under Section 138 of Negotiable Instruments Act 1881. He is sentenced to pay fine of Rs.90,60,000/- (Rupees Ninety Lakhs Sixty Thousand Only) and in default shall undergo simple imprisonment for 6 (Six) months each in all the 4 cases. The sentence of imprisonment shall run consecutively.

Acting under Section 357 (1) (b) of Cr.P.C, out of the fine amount the complainant is entitled for Rs.90,00,000/- (Rupees Ninety Lakhs Only) as compensation.

Acting under Section 357 (1) (a) of Cr.P.C, the balance amount of Rs.60,000/- (Rupees Sixty Thousand Only) is defrayed to the State for the expenses incurred in the prosecution.

The original Judgment shall be kept in CC.No: 2810/2013 and the copy shall form part of the record in CC.No: 2818/2013, CC.No:

13007/2013 and CC.No: 226/2013.

(Dictated to the Stenographer, transcribed by her, corrected, revised and signed then pronounced by me in the open court on this the 24th day of June 2016).

(LAKSHMINARAYANA BHAT.K) XVIII A.C.M.M., BANGALORE.

2818/2013, 13007/2013 and 226/2013 ANNEXURE IN C.C.NO: 2810/2013

1) LIST OF WITNESSES EXAMINED FOR THE COMPLAINANT:

P.W.1 : Mr. Mohamed Aslam Beig.

2) LIST OF DOCUMENTS MARKED FOR THE COMPLAINANT:

Ex.P.1 to Ex.P.4 : 4 cheques.

Ex.P.1(a) to Ex.P.4(a) : Signatures of the accused.

Ex.P.5 to Ex.P.8	: 4 Bank endorsements.
Ex.P.9	: Office copy of demand notice.
Ex.P.10	: Two postal receipts.
Ex.P.11	: Postal acknowledgement.
Ex.P.12 to Ex.P.15 :	4 Memorandum of understandings.
Ex.P.16	: Certified copy of Bank account extract of Sudha Co-Op. Bank.
Ex.P.17	: Certified copy of Bank account extract of Bangalore City Co-Op. Bank.
Ex.P.18	: Certified copy of Bank account extract of The Janatha Co-Op. Bank.

3) LIST OF WITNESSES EXAMINED FOR THE ACCUSED:-

- Nil -

4) LIST OF DOCUMENTS MARKED FOR THE ACCUSED: -

- Nil -

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1) LIST OF WITNESSES EXAMINED FOR THE COMPLAINANT:

P.W.1 : Mr. Mohamed Aslam Beig.

2) LIST OF DOCUMENTS MARKED FOR THE COMPLAINANT:

Ex.P.1 to Ex.P.4 : 4 cheques.

Ex.P.1(a) to Ex.P.4(a) : Signatures of the accused.

Ex.P.5 to Ex.P.8	: 4 Bank endorsements.
Ex.P.9	: Office copy of demand notice.

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Ex.P.10	: Two postal receipts.
Ex.P.11	: Postal acknowledgement.

Ex.P.12	:	Memorandum of understanding.
Ex.P.13	:	Certified copy of Bank account extract of Sudha Co-Op. Bank.
Ex.P.14	:	Certified copy of Bank account extract of Bangalore City Co-Op. Bank.
Ex.P.15	:	Certified copy of Bank account extract of The Janatha Co-Op. Bank.

3) LIST OF WITNESSES EXAMINED FOR THE ACCUSED:-

- Nil -

4) LIST OF DOCUMENTS MARKED FOR THE ACCUSED: -

- Nil -

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1) LIST OF WITNESSES EXAMINED FOR THE COMPLAINANT:

P.W.1 : Mr. Mohamed Aslam Beig.

2) LIST OF DOCUMENTS MARKED FOR THE COMPLAINANT:

Ex.P.1 to Ex.P.4 : 4 cheques.

Ex.P.1(a) to Ex.P.4(a) : Signatures of the accused.

Ex.P.5 to Ex.P.8	:	4 Bank endorsements.
Ex.P.9	:	Office copy of demand notice.
Ex.P.10	:	Two postal receipts.
Ex.P.11	:	Postal acknowledgement.
Ex.P.11(A)	:	Certified copy of agreement of sale.
Ex.P.12	:	Certified copy of sale deed.
Ex.P.13 to Ex.P.16 :	:	4 memorandum of understandings.
Ex.P.17	:	Certified copy of Bank account extract of Sudha Co-Op. Bank.
Ex.P.18	:	Certified copy of Bank account extract of Bangalore City Co-Op. Bank.
Ex.P.19	:	Certified copy of Bank account extract of

2818/2013, 13007/2013
and 226/2013

Ex.P.20	:	The Janatha Co-Op. Bank. Certified copy of Bank account extract of Sudha Co-Op. Bank.
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3) LIST OF WITNESSES EXAMINED FOR THE ACCUSED:-

- Nil -

4) LIST OF DOCUMENTS MARKED FOR THE ACCUSED: -

- Nil -

xxxxxxxxxxxxxxxxxxxx ANNEXURE IN C.C.NO: 226/2013

1) LIST OF WITNESSES EXAMINED FOR THE COMPLAINANT:

P.W.1 : Mr. Mohamed Aslam Beig.

2) LIST OF DOCUMENTS MARKED FOR THE COMPLAINANT:

Ex.P.1 : Cheque No: 029800 dated 25/8/2012 for Rs.2,00,000/-.

Ex.P.1(a)	:	Signature of the accused.
Ex.P.2	:	Bank endorsement.
Ex.P.3	:	Office copy of demand notice.
Ex.P.4	:	Postal receipt.
Ex.P.5	:	Postal acknowledgement.

3) LIST OF WITNESSES EXAMINED FOR THE ACCUSED:-

- Nil -

4) LIST OF DOCUMENTS MARKED FOR THE ACCUSED: -

- Nil -

XVIII A.C.M.M., BANGALORE.

2818/2013, 13007/2013 and 226/2013 (Judgment pronounced in Open Court vide a separate Order) ORDER Acting under Section 255 (2) of Cr.P.C, accused is convicted for the offence punishable under Section 138 of Negotiable Instruments Act 1881. He is sentenced to pay fine of Rs.90,60,000/- (Rupees Ninety Lakhs Sixty Thousand Only) and in default shall undergo simple imprisonment for 6 (Six) months each in all the 4 cases. The sentence of imprisonment shall run consecutively.

Acting under Section 357 (1) (b) of Cr.P.C, out of the fine amount the complainant is

entitled for Rs.90,00,000/- (Rupees Ninety Lakhs Only) as compensation.

Acting under Section 357 (1) (a) of Cr.P.C, the balance amount of Rs.60,000/- (Rupees Sixty Thousand Only) is defrayed to the State for the expenses incurred in the prosecution.

The original Judgment shall be kept in CC.No: 2810/2013 and the copy shall form part of the record in CC.No: 2818/2013, CC.No:

13007/2013 and CC.No: 226/2013.

The office is hereby directed to supply the copy of this Judgment to the accused on free of cost.

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