

Global Village vs Age 27 Years on 16 January, 2021

BEFORE THE COURT OF XXIV ADDITIONAL SMALL CAUSES
JUDGE AND THE MOTOR ACCIDENT CLAIMS TRIBUNAL &
A.C.M.M. (SCCH-26) AT BENGALURU

DATED THIS THE 16th DAY OF JANUARY 2021

PRESENT: SRI.R.MAHESHA B.A.L., LLB.,
XXIV ADDL. SCJ &
ACMM & MEMBER - MACT
BENGALURU.

1. Sl. No. of the Case CC.No.8191 of 2016
2. The date of commencement of evidence 04-02-2019
3. The date of closing evidence 07-12-2020
4. Name of the Complainant Global Edge Software Ltd.,
Global village, IT SEZ,
Pattanagere, Mylasandra post,
RVCE post,
Off Mysore road,
Bengaluru-560 059,
Rep. by its Senior Executive-
H.R.Mr.D.B.Thribhuvan.

(By Sri.L.N.H.-Advocate)
5. Name of the Accused Mr.Abhishek Maheshwari,
Age 27 years,
S/o Ganshyam Das Maheshwari,
S-550-D, School Block, Shakarpur,
New Delhi-110 092.

(By Sri.Chethan B-Advocate)
6. The offence complained of U/s.138 of the Negotiable Instruments Act
7. Opinion of the judge Accused found guilty

2

C.C.No.8191 of 2016
SCCH-26

JUDGMENT

The complainant filed this complaint Under Section 200 of Cr.P.C against the accused alleging that the accused has committed the offence punishable Under Sec.138 of the Negotiable Instruments Act, 1881. (In short for N.I.Act)

2. The brief facts of the complainant case is as under:

The complainant company called for appointment of software Engineers subject to the term and conditions of the company. That in response to the said, the accused had approached the complainant and submitted his application as well as bio data and other particulars to consider his request to appoint in complainant company. That after holding written test and interviews, the complainant has issued letter of engagement as a Trainee in M/s Global Edge Software Ltd., with effect from 22-11-2013 subject to the terms and condition mentioned in letter of engagement dated 22-11-2013. That in terms of the above said letter of engagement dated 22-11-2013 the accused was appointed initially for a period of 6 months from the date of SCCH-26 his reporting for Trainee and would be eligible for stipend of Rs.5,000/- per month during training period. After the training period the accused was paid Rs.2,20,000/- per annum on successful completion of training period. The accused on completion of six months training period, the accused has been absorbed as software engineer in complainant company with effect from 9-6-2014. Further in the event of discontinuing during the training period and further if accused decline to accept the job, further fails to serve the company for a period of 30 months from the date of commencement of employment, the accused shall be liable to pay liquidated damages upto Rs.2,00,000/- as penalty for breach of contract of which the complainant company shall be the sole judge. Further if the employee were to leave the service of the company, after completion of 24 months service from the date of absorption in the regular cadre, the liquidate damages payable would be reduced to Rs.1,50,000/-.the accused had agreed and undertaken to honour the above commitment by issuing 4 cheques each for Rs.50,000/-. The accused had joined the service of the complainant company by fulfilling the terms and SCCH-26 conditions. That from 17-7-2015 without any intimation to the complainant or prior permission or sanction of leave from the company, the accused remained absent from the service. The complainant waited, issued notice dated 26-8-2015 directing the accused to report for duty immediately and also warned the accused failing to report duty, complainant company will be compelled to initiate necessary disciplinary and legal action against the accused. That inspite of the said notice, the accused had failed to comply with the notice and thereby caused loss and damages to the complainant company. The above stated cheques were presented for encashment by the complainant, but the said cheques were returned with an endorsement as "Funds Insufficient". It was brought to the notice of the accused through legal notice dated 08-01-2016 calling upon the accused to make a payment for the amount due, but neither the accused has replied the notice nor made payment of the amount due.

Hence filed this complaint.

3. After filing of this complaint, case was registered as P.C.R. and sworn statement of the complainant was recorded. Thereafter cognizance was taken and registered in SCCH-26 Crl.Reg.No.III and summons issued to the accused. In response of summons, accused appeared

through his counsel and got enlarged him on bail. The plea was recorded, read over and explained to the accused he pleaded not guilty and claims to be tried. Hence the case is posted for complainant evidence.

4. In order to establish his case, Senior Executive H.R.- Mr.D.B.Thribuvan of the complainant company himself examined as PW-1 and got marked 20 documents as Ex-P1 to 20 and closed his side.

5. Accused was examined under section 313 of Cr.P.C. incriminating material appearing in the complainant evidence was read over and explained to the accused, who denied the same, he claims to lead defence evidence, but afterwards, accused orally submitted that he has no defence evidence. Hence accused did not lead any evidence and documents on his behalf.

6. Heard oral arguments from both side.

7. Upon hearing the arguments and perusal of the material placed on record, the following points arise for my consideration :-

SCCH-26 POINTS

1. Whether the complainant has made-out the case that the accused has issued 4 cheques bearing No.000002, 000003, 000004, 000005 dated 11-

12-2015 for Rs.50,000/- each drawn on HDFC Bank, Malleshwaram branch, Bangalore, to discharge the legally enforceable debt or liability due to the complainant and on presentation of cheques it was returned without encashment with an endorsement as "Funds Insufficient" and accused failed to make any payment within the stipulated period and thereby accused had committed an offence punishable under section 138 of N.I Act?

2. What order?

8. My answer to the above points is as follows :-

Point No.1 : In the Affirmative Point No.2 : As per final order for the following :-

REASONS

9. Point No.1: The provision of Section 101 of the Indian Evidence Act provide that the burden of proof rests on the party who substantially asserts it and not on the party who SCCH-26 denies it, in fact burden of proof means that a party has to prove an allegation before she is entitle to a judgment in her favour. Further law U/s 103 of Indian Evidence Act amplifies the general rule of Section 101 that the burden of proof lies on the person who asserts the affirmative of the fact in issue.

10. The burden lies on the complainant to prove the complainant complied with mandatory requirements of Section 138 of NI Act.

The three ingredients of offence U/s 138 NI Act are as under.

1. That there is a legally enforceable debt
2. That cheque was drawn from the account of bank for discharge in whole or in part of any debt or any other liability which presuppose legally enforceable debt
3. That the cheque so issued had been returned due to insufficiency of funds.

The proviso appended to the said section provides for compliance with legal requirements before the complaint/petition can be acted upon by court of law.

Section 118A of N.I Act deals with special rule of evidence and stated that, every negotiable instrument act is deems to have been drawn for consideration. Section 139 of NI Act SCCH-26 enables the court to presume, unless contrary is proved, that the holder of the cheque received the cheque of the nature referred in Section 138, in whole or in part, of any debt or other liability.

The presumption available U/s 118 and 139 of NI Act is rebuttal in nature, the accused can rebut the same by either entering into the witness box or effectively cross examine the complainant and his witness.

11. The averments of the complaint is that, the complainant company called for appointment of software Engineers subject to the terms and conditions of the company. That in response to the said, the accused had approached the complainant and submitted his application as well as bio data and other particulars to consider his request to appoint in complainant company That after holding written test and interviews, the complainant has issued letter of engagement as a Trainee in M/s Global Edge Software Ltd., with effect from 22- 11-2013 subject to the terms and condition mentioned in letter of engagement dated 22-11-2013. That in terms of the above said SCCH-26 letter of engagement dated 22-11-2013 the accused was appointed initially for a period of 6 months from the date of his reporting for Trainee and would be eligible for stipend of Rs.5,000/- per month during training period. After the training period the accused was paid Rs.2,20,000/- per annum on successful completion of training period. The accused on completion of six months training period, the accused has been absorbed as software engineer in complainant company with effect from 9-6-2014. Further in the event of discontinuing during the training period and further if accused decline to accept the job, further fails to serve the company for a period of 30 months from the date of commencement of employment, the accused shall be liable to pay liquidated damages upto Rs.2,00000/- as penalty for breach of contract of which the complainant company shall be the sole judge. Further if the employee were to leave the service of the company, after completion of 24 months service from the date of absorption in the regular cadre, the liquidate damages payable would be reduced to Rs.1,50,000/- the accused had agreed and undertaken to honour the above commitment by issuing 4 SCCH-26 cheques each for Rs.50,000/-. The accused had joined the

service of the complainant company by fulfilling the terms and conditions. That from 17-7-2015 without any intimation to the complainant or prior permission or sanction of leave from the company, the accused remained absent from the service. The complainant waited, issued notice dated 26-8-2015 directing the accused to report for duty immediately and also warned the accused failing to report duty, complainant company will be compelled to initiate necessary disciplinary and legal action against the accused. That inspite of the said notice, the accused had failed to comply with the notice and thereby caused loss and damages to the complainant company. The above stated cheques were presented for encashment by the complainant, but the said cheques were returned with an endorsement as "Funds Insufficient". It was brought to the notice of the accused through legal notice dated 08-01-2016 calling upon the accused to make a payment for the amount due, but neither the accused has replied the notice nor made payment of the amount due. Hence this complaint filed.

SCCH-26

12. To prove the said facts, the complainant company Senior Executive -D.B.Thribuvan examined as PW-1 and produced documents as Ex-P1 to P20. On behalf of the accused, PW-1 having been cross examined. In the cross examination, PW-1 clearly admitted that, the complainant company was employer and accused was employee. The said accused had submitted application for the job in the year 2013 and agreement was entered between complainant company and accused. the main defence of the accused he put suggestion during cross examination that the complainant company assured to the accused providing employment in company and get blank signed cheques of accused forcibly and thereafterwards signed blank cheques of accused misused by the complainant company, same was clearly denied by PW-1. PW-1 clearly admits that during training period, the accused gave resignation and quit the job. Further PW-1 stated in the cross examination that the accused was completed his training and joined in the company after 1 ½ year, the accused himself gave resignation to his job and left the company. The SCCH-26 other suggestions put-forth by the accused clearly denied as false and strict to the proof by the accused.

13. Per contra, to disprove/rebut the case of the complainant, the accused need not choose to lead evidence nor produced any documents.

14. Upon careful scrutinizing rival parties, documents and oral evidence, it depicts that, admittedly the complainant company is a software company, this company provide training to software engineers subject to the terms and conditions of the company. The accused is trainee under the complainant company he himself approached the complainant and submitted his application as well as bio-data and other particulars, the complainant company after holding written test and interviews engaged accused as a trainee in complainant company with effect from 22-11-2013 subject to the terms and condition mentioned in letter of engagement dated 22-11-2013. The present complaint filed by the complainant company for recovery of Rs.2,00,000/- from the accused which is due from accused as a loss caused to the SCCH-26 complainant company as per the terms of contract. The accused had issued four cheques for indemnified the employment given by the complainant company. To prove the above facts, the complainant company authorised Senior Executive H.R. examined before this court and he produced Ex-P1 to 20. The accused fully cross

examined PW-1. On careful perusal of Ex-P14 and 15, the accused and his father furnished some particulars before applying job as per Ex-P14. In Ex-P15 stated that " whereas the training at the organization is also duration of six months which is liable to be extended until successful completion of training at the discretion of the company as mentioned in the trainees performance management system". Further in Ex- P15, whereas the training involves considerable expenditure both direct and indirect financial and unliquidated related to faculty, computer time, support facilities and infrastructure while undergoing training etc., Further in Ex-P15 clause 2 clearly stated that " the employee undertakes to undergo training at any establishment of the company or any where for a minimum period of six months which is liable SCCH-26 to be extended until successful completion of training at the discretion of the company as mentioned in the trainees performance management system and thereafter if offered regular employment to serve the company or any of its associates or affiliated institution/s or at customer place in India or abroad to which he may be transferred/posted, for a minimum period of 30 months from the date of commencement of employment and the employee agrees not to leave the training during the training period and or leave the service of the company during the contractual period of 30 months from the date of commencement of employment. Further employee agrees not to leave the training and or leave the service of the company during the contractual period of service of 30 months from the date of commencement of employment and not to take-up any employment with any other person, firm or company during such period. The employee is giving this undertaking in view of the considerable expenditure incurred by the company on him for the training.

SCCH-26

15. On perusal of Ex-P15 clause 3 the employee by way of guarantee for due performance of all the terms and conditions contained in the agreement and the appointment order, the employee undertakes that in the event of his discontinuing the training during the training period and if he/she offered regular job after completion of the training and if he/she declines to accept the regular job or after accepting the regular job, if he/she fails to serve the company for a minimum period of 30 months from the date of commencement of employment, the employee shall be liable to pay a liquidated damages upto of Rs.2,00,000/- as penalty for breach of contract of which the company shall be the sole judge.

16. According to the Ex-P15 terms, the accused himself undertakes and agreed to serve in the company for a period of 30 months from the date of commencement of employment. The accused himself admitted during cross examination of PW-1, he himself put a suggestion to PW-1, the accused completed training period of six months and after completion of training the company itself provide other employment to accused and he worked in the said employment for a period of SCCH-26 one and half year. As per Ex-P16, the accused was engaged as trainee in the complainant company with effect from 22-11-2013. He completed his training and as per Ex-P17, the accused was appointed as software engineer with effect from 09-06-2014. During this employment accused quit the job. The accused remained unauthorized absent for the company since 17-08-2015. So from this admission, it is clear that accused quit the employment within 1 ½ year. He was not completed his service for a period of 30 months as agreed in Ex-P15. There is a rider in Ex-P15 as stated above, the accused himself undertakes in Ex-P15 in the event of his discontinuing the training during the

training period he declines to accept the regular job or failed to serve the company for the minimum period of 30 months from the date of commencement of employment, the employer has right to recover damages from the accused. The disputed cheques handed over to employer as per Ex-P15 terms, the accused violates the Ex-P15 terms, thereafterwards the complainant company sent a notice as per Ex-P18 for absent for his employment from 17-08-2015 without intimation or prior SCCH-26 permission or sanction or leave from the concerned authority. The said notice has duly served to accused, but he did not returned back his job. Thereafterwards, the complainant company presented disputed cheques for encashment of the expenditure incurred to the complainant company for providing training to accused. The accused himself gave permanent address and family members particulars as per Ex-P14, but intentionally accused avoiding for receiving legal notice. The complainant company sent a legal notice through registered post to accused permanent residential address and Bengaluru address of accused. but same were not served on the accused. Thus, it is crystallized that the accused has admitted address shown in the cause title of the complaint. Under the circumstances it can be held that the complainant has caused statutory notice to the accused at his admitted address. This attracts presumption laid down U/s.27 of the General Clauses Act. For the aforesaid reasons, the defence raised by the defence party regarding non service of notice on the accused is not at all sustainable and same is hereby rejected.

SCCH-26

17. According to the complainant company, accused has issued cheque for if in any violation of employment agreement terms, the complainant company authorized for presenting cheques to the bank for encashment of damages as agreed n Ex-P15. On the other hand, the defence taken by the accused he denied liability. It is obvious that though he disputes his liability as claimed by complainant, but he is not disputing the facts that cheque is belongs to his account and its bear signature. So it is settled principle of law in the Negotiable Instruments Act cases accused admits the facts that cheque belongs to his account and it bear signature of accused, then mandatory presumption U/s 139 of NI Act comes to the aid of complainant and he can rest upon said presumption. The presumption mandated by Section 139 includes a presumption that there exists a legally recoverable debt or liability. Admittedly the complainant company had not produced any believable document regarding to show actual expenditure details incurred to the complainant company for SCCH-26 training. Although the complainant company get benefit U/s 139 of NI Act as above stated.

18. I have perused the averments made in the complaint and the evidence placed on record by both parties. On perusal of Ex-P1 to 4 are the cheques dated 11-12-2015 for Rs.50,000/- each and Ex.P.1(a) to 4 (a) are the accused signatures on the cheque, Ex.P.5 to 8 are the Bank endorsement dated 11.12.2015, Ex.P.9 is the office copy of statutory notice dated 8-1-2016, Ex.P.10 and 11 are the postal receipts, Ex.P.12 and 13 are the Unserved postal envelop covers, Ex-P14 is the employment application form filed by accused for the position for trainee software engineer, Ex-P15 is the agreement with trainee/employment agreement entered between complainant company and accused dated 22-11-2013, Ex-P16 is the letter of engagement as a trainee dated 22-11-2013, Ex-P17 is the letter of appointment as software engineer dated 9-6-2014, Ex-P18 is the notice dated 26-08-2015 from the complainant company to accused for calling accused for reporting duty with a

justification for SCCH-26 unauthorized absent, Ex-P19 is the two postal receipts, Ex- P20 is the letter of authorization issued by the complainant company for institute civil and/criminal complaint against those employees who failed to pay the damages etc., through cheque in breach of service agreement.

19. The Ex.P.1 to 8 which are the cheques and Bank endorsement discloses that the complainant company authorized person has presented the cheques for encashment purpose well within the time. The Ex.P.9 is the office copy of statutory notice dated 08-01-2016 discloses that the complainant has caused statutory notice within the time limit from the date of dishonor of the cheque. The Ex.P.10 and 11 are the postal receipts shows that the complainant has sent statutory notice to the accused through registered post. Ex.P.12 and 13 are the postal covers through which complainant has sent statutory notice to the accused at his address as shown in the Ex-P14, 15 and cause title of the complaint. The postal envelope returned with a shara that 'Not known and left'.

SCCH-26

20. As per materials the complainant admittedly sent legal notice to the accused at his address shown in the cause title of the complaint and Ex-P14 and 15. Thus, it is crystallized that the accused has admitted address shown in the cause title of the complaint. Under the circumstances it can be held that the complainant has caused statutory notice to the accused at his admitted address. This attracts presumption laid down U/s.27 of the General Clauses Act. For the aforesaid reasons, the defence raised by the defence party regarding non service of notice on the accused is not at all sustainable and same is hereby rejected.

21. It is evident through evidence narrated herein above that, Ex-P15 is an employment contract is an agreement made between employer and employee that provides the terms of employment. Once the employment agreement is signed, it becomes binding on both employer and employee. This means that, if either party violates the terms of the contract, then can be held legally responsible for their actions. When one or both SCCH-26 parties violates the terms of the contract, it is known as breach of contract. A breach of contract is basically when a party to valid contract has failed to fulfill their side of the agreement, he shall liable to pay liquidate compensation for breach of terms of contract. In the present case on hand, before entering into agreement, accused himself agreed terms of Ex-P15 and he himself gave particulars as per Ex-P14, accused himself voluntarily handover signed cheques to complainant company, accused deliberately violates Ex-P15 terms, he quit the job before completion of 30 months. Therefore the complainant company presented disputed cheques for encashment of claiming compensation for breach of employment agreement. The accused admittedly undergone training in the complainant company for a period of six months and he got salary of Rs.5,000/-p.m. during training period, afterwards the complainant company provide employment as a software engineer and he got salary of Rs.2,20,000/-p.a., which is effected from 09-06-2014. The accused before joining as software engineer in the complainant company he voluntarily signed on Ex-P17. In Ex-P17 there is SCCH-26 a clause 4 (a) and (b) for employer and employee for termination of employment agreement, but accused quit his job from 17-08-2015 without intimation or prior permission or sanction of leave from competent authority. The employer sent a notice to accused for reporting duty and gave justification for unauthorized absent. The

accused received the same, but he did not turned-up. So complainant company has presented Ex-P1 to 4, the same are returned as Ex-P5 to 8 "Funds Insufficient". Then the complainant company has issued statutory notice. The accused intentionally avoiding to receive notice. Therefore the present complaint filed. When accused undergone training from the complainant company, the complainant company certainly had incurred some expenditure for providing training. It includes lodging facility infrastructure facility etc., The complainant company having right of recovery of damages, hence apparently the documents speaks about there is a existence of liability by the accused. Therefore the complainant company for enforcing his right, they filed present complaint.

SCCH-26

22. At this stage it is pertinent to note the Apex court decision reported in -

Hithin P Dalal Vs. Brathin Dranath Benerji

- Lakshmi Dyechem Vs. State of Gujarat and others- umar Exports Vs.Sharm Cerpets and K.N.Beena Vs. Muniyappa and others.

The Hon'ble Apex court clearly held that "onus of proving that the cheque issue was not in discharge of any debt or any liability is on the accused drawer of the cheque, it is obligatory on courts to raise the presumption provided U/s 139 of the NI Act. The said presumption is rebuttal and can be rebutted by accused by proving the contrary by needing cogent evidence that there was no debt or liability. The Supreme Court observed that it is immaterial that the cheque is filled by any person other than drawer provided it is duly signed by the drawer. The same would not invalidate the cheque and shall attract the presumption U/s 139 of NI Act.

A meaning full reading of the provisions of Negotiable Instrument Act including in particular section 20, 87 and 139 makes it amply clear that a person who signs a cheque and makes it over to the payee remains liable unless, he adduced evidence to rebut the presumption that the cheque had been issued for payment of debt or in discharge of a liability, it is immaterial that the cheque may have been filled in by any person other than the drawer, if the cheque is duly signed by the drawer, if the cheque is otherwise valid, the penal provision of Section 138 would be attracted.

If a signed cheque voluntarily presented to a payee towards sum payment, the payee may fill up SCCH-26 the amount and other particulars, this in itself would not invalid the cheque. The onus would still be on the accused, to prove that the cheque was not indischarge of a debt or liability by adducing evidence.

23. It is profitable to refer Hon'ble Apex Court decision -

IN THE SUPREME COURT OF INDIA IN CRIMINAL APPEAL NO. 508 OF 2019 (Arising out of Special Leave Petition (Crl.) 1883 of 2018) ROHITBHAI JIVANLAL PATEL VS. STATE OF GUJARAT & ANR In this case Hon'ble Supreme court held that the onus on the complainant to prove his case beyond reasonable doubt by trial court these consideration and observation do not

standing conformity with the presumption existing infavour of the complainant by virtue of Section 118 and 139 of NI Act and presumption is that existence of legal enforceable debt is to be presumed in favour of the complainant. When such presumption is drawn the factor relating to the want of documentary evidence in the form of receipts or accounts or want of evidence as regards source of funds were not of relevant consideration while examining the if the accused has been able to rebut the presumption or not. The other observation as regards any variance in the statement of complainant and witnesses or want of knowledge about dates and other particulars of cheques.

SCCH-26

24. Further Hon'ble Apex court clearly held that the order of acquittal on the mere ground of creation of doubt it can misplaced the assumption by the trial court. Mere relation of doubt is not sufficient to rebutted the presumption as envisaged by Section 139 of NI Act.

25. Further this court relied Hon'ble Supreme Court of India recent decision in-

Crl.Appeal No.1545/2019 Uttam Ram Vs. Devender Singh Hudan and others, decided on 17/10/2019 by division bench. The Apex court held that -

once signed cheque issued court can presumed that cheque in question drawn for consideration to holder of the cheque. The complainant proves before court regarding existence of debt. Thereafter the onus shifted on accused to prove there is no existence of legally recoverable debt, then court can hold presumption in favour of complainant is proper. Under Negotiable Instrument Act, there is clear presumption about existence of legally enforceable debt.

26. In present case on hand issuing of cheque is proved. In this case Ex.P1 to 4 belongs to accused and signature on Ex.P1(a) to 4(a) are not disputed. The case of complainant that the accused issued cheques towards security purpose if accused violates terms of employment agreement i.e., Ex-P15, SCCH-26 the accused himself authorized to complainant company for presenting cheques for withdrawal of damages amount from the accused account. In order to show the said cheque was issued towards security. Therefore the court is of considered opinion that the complainant company has discharged his initial onus laid on him when he has discharged his initial onus, presumption is raised U/S 118 A and 139 of N.I.Act and accused is obliged to rebut the statutory presumption available to the complainant. The accused has failed to raise probable defence which creates doubts about the existence of a legally enforceable debt or liability. The defence raised by the accused remains as defence only and does not take the place of proof. Though accused has try to rebut the statutory presumption, he has failed in his attempt for the reasons discussed supra. The accused has not rebutted the statutory presumption available to the complainant. The complainant company had substantially proved its contention that Ex-P1 to 4 cheques are issued by the accused towards discharge of debt and on presentation of the said cheques came to be dishonoured for the reason insufficient of funds, thereafter SCCH-26 having intimated about dishonour of the cheques the accused having failed to make payment of the dishonour of the cheques amount, it had proved that accused has guilty of the offence punishable U/s 138 of NI Act. By allowing the cheques to be dishonoured without maintaining sufficient funds inspite of issuing cheques towards discharge of

legally enforceable debt. Hence in the circumstance, the complainant having proved its case. Hence I answer Point No.1 in the Affirmative.

27. Point No.2: Since this court has already held that the cheque in question was issued towards discharge of legally enforceable debt and the accused has committed an offence U/s 138 of NI Act. This court has power to impose both sentence of imprisonment and fine on the accused. The court is of the opinion that it is appropriate to impose the sentence of fine only on the accused, instead of sentencing him to undergo imprisonment. Further accused has to compensate the complainant in terms of money. In the result, I proceed to pass the following:-

SCCH-26 ORDER By Acting U/s 255(2) of Cr.P.C the accused is hereby convicted for the offence punishable U/s 138 of NI Act.

The accused is hereby sentenced to pay fine of Rs.2,55,000/- (Rupees Two lakhs fifty five thousand only) and acting U/s 357(3) of Cr.P.C. out of the total fine amount payable by the accused a sum of Rs.2,50,000/- shall be payable to the complainant as compensation and remaining amount of Rs.5,000/- shall be defrayed as state expense.

In default of payment of fine the accused shall under go simple imprisonment for a period of 6 months.

It is further made it clear that if the accused opt to undergo imprisonment, it does not absolve him from liability of paying compensation to the complainant.

Office is hereby directed to supply free certified copy of this judgment to the accused forthwith.

(Dictated to the stenographer, through online computer, thereof is corrected and then pronounced by me in the open Court on this the 16th January 2021)
(R.MAHESHA) XXIV ADDL. SMALL CAUSES JUDGE & A.C.M.M. BENGALURU.

SCCH-26 ANNEXURE WITNESSES EXAMINED ON BEHALF OF THE COMPLAINANT:

PW-1: D.B.Thribhuvan DOCUMENTS MARKED ON BEHALF OF THE COMPLAINANT:

Ex.P-1 to 4:	Cheques
Ex.P-1 (a) to 4(a):	Signature of the accused
Ex.P-5 to 8:	Bank memos
Ex.P-9:	Legal Notice
Ex.P-10 & 11:	Postal receipts
Ex.P-12 & 13:	Postal covers
Ex.P-14:	Global edge employment form
Ex.P-15:	Agreement

Ex.P-16:	Letter of engagement
Ex.P-17:	Letter of appointment
Ex.P-18:	Notice
Ex.P-19:	Postal receipts
Ex.P-20:	Authorization letter

WITNESSES EXAMINED ON BEHALF OF THE ACCUSED:

NIL DOCUMENTS MARKED ON BEHALF OF THE ACCUSED:

NIL (R.MAHESHA) XXIV ADDL. SMALL CAUSES JUDGE & A.C.M.M.
BENGALURU.