

Sri.Siddalingaiah.T.N vs Sri.Gundappa on 1 March, 2017

IN THE COURT OF THE XVI ADDITIONAL CHIEF
METROPOLITAN MAGISTRATE, BENGALURU CITY

Dated: This the 1st day of March, 2017

Present: Smt. Saraswathi.K.N, B.A.L., LL.M.,

XVI Addl.C.M.M., Bengaluru City.

JUDGEMENT U/S 355 OF Cr.P.C.,

Case No. : C.C.No.9056/2014

Complainant : Sri.Siddalingaiah.T.N,
S/o.Ningappa,
Aged about 45 years,
R/at No.9, 11th Cross,
2nd Main, Hanumagiri Extension,
Dead End Road,
Kidney Hospital,
Padmanabhanagar,
Bengaluru.

(Rep. by Sri.Harish Kumar.D.,
Adv.,)

- VS -

Accused : Sri.Gundappa,
Aged about 55 years,
Trackman Gang No.3,
Office of the Sr.Section Engineer
(P.Way) Yeshwanthpura,
Bengaluru-22.
(Rep. by Sri.Rakesh H.D., Adv.,)
2 C.C. No.9056/2014 J

Case instituted : 1.1.2014
Offence complained : U/s 138 of N.I. Act
of
Plea of Accused : Pleaded not guilty
Final Order : Accused is acquitted
Date of order : 1.3.2017

JUDGMENT

The Complainant has filed this complaint against the Accused for the offence punishable u/Sec.138 of the Negotiable Instruments Act.

2. Briefly stated the case of the Complainant is that, the Accused and he are well known to each other from considerable time as family friends being residing in the same locality.

3. The Complainant has further submitted that, during the 1st week of January 2013, the Accused approached him and requested for a financial assistance to the tune of Rs.3,50,000/= as the same was required for the purpose of his daughter's marriage and assured to repay the same within six months. Believing the version of the Accused, he mobilized the funds by borrowing from his friends and his chit funds and paid to the Accused by way of cash and while receiving the said hand loan, the Accused assured to him that he would repay the same within six months.

4. The Complainant has further submitted that, after the lapse of the stipulated period of time, when he approached the Accused seeking the repayment of the said hand loan amount, to that effect, the Accused issued a cheque bearing No.469332 dated 6.6.2013 for a sum of Rs.3,50,000/=, drawn on the Syndicate Bank, N.R.Colony Branch, Bengaluru, in his favour with instructions to encash the same towards the repayment of the hand loan borrowed by him.

5. The Complainant has further submitted that, as per the instructions of the Accused, when he presented the said cheque through his Banker i.e., the Canara Bank, BSK 2nd Stage Branch, Bengaluru for realization, to his shock and surprise, the same came to be dishonoured for the reason "Funds Insufficient" with an endorsement dated 6.7.2013. When he demanded vehemently, the Accused pleaded having financial crisis and requested to re-present the said cheque during the first week of November 2013. Accordingly when he re-presented the cheque, even for the second time, the said cheque came to be returned for the very same reason "Funds Insufficient" vide Bank memo dated 6.11.2013.

6. Thereafter, even though he intimated the fact of the dishonour of the cheque for the reason stated supra, the Accused failed to repay the cheque amount and never cared to his words and gave vague answers. Therefore, he got issued the legal notice on 14.11.2013, through RPAD, which came to be served upon the Accused on 25.11.2013, inspite of which, the Accused neither replied to the notice nor repaid the amount covered under the cheque.

7. The Complainant submits that, the dishonour of the cheque by the Accused has been malafide, intentional and deliberate. Feeling aggrieved by the conduct of the Accused, he has filed the present complaint praying that the Accused be summoned, tried and punished in accordance with Sec.138 of the Negotiable Instruments Act.

8. The Complainant has led the Pre-summoning evidence on 11.4.2014. Prima-facie case has been made out against the Accused and he has been summoned vide order of the same date.

9. The Accused has appeared before the Court on 17.11.2015, he has been enlarged on bail and the substance of the accusation has been read over to him, to which he has pleaded not guilty and has claimed the trial.

10. In his post-summoning evidence, the Complainant has examined himself as PW1 and has filed his affidavit, wherein he has reiterated the averments made in the complaint. P.W.1 has also relied upon the following documentary evidence:-

Ex.P1 is the cheque, in which, the signature is identified by P.W.1 as that of the Accused as per Ex.P1(a), the Bank memos as per Ex.P2 & 3, the office copy of the legal notice as per Ex.P4, the postal acknowledgement as per Ex.P5.

11. The statement of the Accused under Sec.313 of Cr.P.C., has been recorded on 2.11.2016.

12. In Defence evidence, the Accused has examined himself as D.W.1 and has filed his affidavit in which, he has sworn that the Complainant is unknown to him and that they are not family friends and according to him, he had approached one G.Sundareshan, one of his far relative for financial assistance to the tune of Rs.50,000/= as the same was required for the purpose of his daughter's marriage and the said Sundareshan introduced the Complainant to him stating that, the latter was doing finance business.

13. D.W.1 has further sworn that, by collecting his two post dated cheques, stamp paper of Rs.100/=-, signed pronote, the copy of the rental agreement and gas bill from him and by deducting a sum of Rs.7,500/= towards one installment out of a sum of Rs.50,000/=-, the Complainant had lent to him only a sum of Rs.42,500/= at the rate of 10% interest per month and the EMI amount of RS.7,500/= was required to be paid in 15 installments. According to DW1, he has paid all the installments to the Complainant, for which the latter has not issued any receipt to him and that, he has not returned his cheques and documents and that by withholding them, he demanded from him to pay more installments and came near office along with antisocial aliments to threaten and snatch the amount from him.

14. DW1 has further sworn that, the Complainant used to charge exorbitant interest from all the persons who were availing loans from him and therefore they lodged a complaint against him before the jurisdictional police, in which, he has signed in the complaint as a witness and the case is registered against the Complainant in C.C.No.2130/2016, which is pending before the Court of the 4th ACMM, Bengaluru and that the Complainant has returned his one cheque, Pronote, Stamp paper, Rental agreement and the Gas bill before the Police, but has not returned the other cheque i.e., the cheque in dispute, by stating that the same was not available to him, since it was misplaced and that he would return it as soon as he found it, but by hiding the facts, he has filed the present false case against him. It is further sworn by DW1 that, already he has repaid the entire amount of more than a sum of Rs.1,12,500/= to the Complainant along with interest.

15. In support of his oral evidence DW1 has produced and relied upon the documentary evidence as per Ex.D1 to 8 which are as follows:-

Ex.D1 is the certified copy of the FIR in Crime No.298/2013, which is the complaint lodged by one Sundareshan against the present complainant and one B.K.Lokesh, Ex.D2 is the certified copy of the complaint and Ex.D3 is the certified copy of the Final Report submitted by the Jurisdictional Police against the Complainant and one B.K.Lokesh, who are arrayed as the Accused No.1 and 2 respectively in C.C.No.2130/2016, Ex.D4 to Ex.D8 are the certified copies of the statements given by the Complainant, the witness and the Accused in the said case in respect of the

complaint lodged against the Complainant and one B.K.Lokesh under Sec.3 and 4 of the Karnataka (Prohibition of the Charging of the Exorbitant Rates of Interest) Act 2004.

16. During his cross-examination, it is elicited from DW1 that, he had taken a loan of Rs.50,000/= from the Complainant in the year 2013 and that he has lodged a complaint against the Complainant alleging that, though he has repaid all the installments to him, the latter has not returned his cheques and the documents and threatened him to pay more installments. According to DW1, one Sundareshan and himself have lodged a complaint against the Complainant in the Chennamanakere Achukattu Police Station and that he does not know as to how the Complainant is related to the said Sundareshan. However DW1 has denied the suggestion that Sundareshan and he, being close friends have lodged a false complaint against the Complainant. He has further admitted the service of the legal notice got issued by the Complainant and thereafter he has denied the entire case of the Complainant as suggested to him and has further denied that, he is denying falsely that he has given a statement in the complaint as a witness.

17. To corroborate the defence of the Accused, a witness by name Sundareshan is examined as DW2, who has also failed his affidavit, in which he has reiterated the same defence version, as set up by the Accused. During his cross-examination, it is elicited from DW2, that the Accused is the cousin brother of his wife and he has done financial transaction with the friend of the Complainant by name B.K.Lokesh and that he had availed a loan of Rs.30,000/= to Rs.40,000/= from the said B.K.Lokesh and he has admitted having given a statement before the Chennammanakere Achukattu Police Station. However he has denied the suggestion that, he had availed a loan of Rs.1,00,000/= and the Accused had availed a loan of Rs.50,000/= from the said Lokesh and that he had undertaken to clear the said loan of Rs.1,50,000/= to the said Lokesh before the Police. Thereafter he has also denied the suggestion that, the Accused had availed a loan of Rs.3,50,000/= from the Complainant for the purpose of the marriage of his daughter and according to him, the Complainant and Lokesh returned the documents issued by the Accused and cheque belonging to him relating to the Syndicate Bank of N.R.Colony Branch in the Police Station, but he forgot to collect the other cheque of the Accused at that time. It is further elicited from him that, even DW3 had financial transaction with Lokesh, but he has denied that, he, the Accused and DW3 had availed financial assistance from Lokesh and cheated the latter by not repaying the loan amounts and that they have lodged false complaints against the Complainant before the police.

18. Another witness examined in support of the Accused is by name Sudheer, who is examined as DW3 and he has also reiterated the contents similar to that of DW2. It is elicited from DW3 in his cross- examination that he, D.W.2 and the Accused are friends and that even he had financial transaction with B.K.Lokesh and that the Complainant had availed a loan of Rs.50,000/= from B.K.Lokesh. According to DW3 after the lodging of the complaint, he, DW2 and the Accused have repaid the loan to B.K.Lokesh, but he has denied the entire suggestions put to him with regard to the alleged loan transaction of Rs.3,50,000/= between the Complainant and the Accused. Thereafter nothing is elicited from him so as to believe the case of the Complainant.

19. Final arguments were advanced at length by the learned counsels representing both the sides.

20. The learned counsel for the Complainant has prayed for the conviction of the Accused on the ground that the Accused has not disputed that the cheque in dispute relates to his account and that it bears his signature. The Accused has failed to prove his defence version and thereby rebut the presumptions under Sec.118 r/w.Sec.139 of the N.I. Act available in favour of the Complainant and thus the Accused be convicted for the offence punishable under Sec.138 of the N.I. Act.

21. On the other hand, the learned counsel for the Accused has prayed for the acquittal of the Accused on the ground that, the Complainant claims that he does not know the Accused closely, but claims that he has lent the loan to the Accused in the same month during which he came to know the Accused. It is further argued that the Complainant has utterly failed to prove his financial capacity as well as his alleged lending and the Complainant does finance business illegally without possessing license and if at all the Complainant and the Accused were close friends, there was no necessity to collect documents as stated in para No.2 of the affidavit of PW1. According to the Accused, he had given blank cheques to the Complainant on 6.7.2013 in respect of the loan of Rs.50,000/= from him and that the Complainant had collected his two blank cheques, stamp papers worth Rs.100/= signed pronote and the copy of the rental agreement and gas bills from him and he had undertaken to repay the said amount by way of 15 EMI's Rs.7,500/= each at the rate of 10% interest per month.

22. It is also argued that the witnesses examined as DW2 and 3 have supported the defence version of the Accused and the statements of the witnesses which are relied upon by the Accused as per Ex.D4 to 8 proves that the defence of the Accused is probable. It is further argued that, the cheque in dispute has been presented by the Complainant after the lodging of the complaint by the Accused against the Complainant and therefore it is lastly argued that, the Accused has successfully proved his defence in preponderance of probabilities and that on the contrary, the Complainant has failed to prove his case beyond reasonable doubt. Hence on these grounds prayed for the acquittal of the Accused.

23. I have considered the submissions and perused the record carefully.

24. Sec.138 of the Negotiable Instruments Act has been enacted to lend credibility to the financial transactions.

The main ingredients of the offence under Section 138 Negotiable Instruments Act are:-

(i) Drawing up of a cheque by the Accused towards the payment of the amount of money, for the discharge, in whole or in part, of any debt or any other liability;

(ii) Return of the cheque by the bank as unpaid;

(iii) The drawer of the cheque fails to make the payment of the said amount of money within 15 days of the receipt of the notice under the proviso (b) to Section

138.

The Explanation appended to the Section provides that, the "debt or other liability" for the purpose of this Section means a legally enforceable debt or other liability.

25. Apart from this, Sec. 139 of the Negotiable Instruments Act lays down a presumption in favour of the holder of cheque in the following terms:-

"It shall be presumed, unless the contrary is proved, that:-

The holder of a cheque received the cheque, of the nature referred to in Sec. 138, for the discharge, in whole or in part, of any debt or other liability".

26. Also, Sec. 118 of the Negotiable Instruments Act states, "Until the contrary is proved, the following presumptions shall be made:-

(a) that every Negotiable Instrument was made or drawn for consideration and that every such instrument, when it has been accepted, indorsed, negotiated or transferred, was accepted, indorsed, negotiated or transferred for consideration;"

27. Thus, the Act clearly lays down the presumptions in favour of the Complainant with regard to the issuance of the cheque by the Accused, towards the discharge of his liability in favour of the Complainant.

28. Under the scheme of the Act, the onus is upon the Accused to rebut the presumptions in favour of the Complainant by raising a probable defence.

29. Such being the legal position, it would be pertinent to refer to the defences raised by the Accused to rebut the presumptions in favour of the Complainant in this case.

30. It is pertinent to note that, there is no dispute between the parties in so far as their acquaintance is concerned and there is also no dispute with regard to the existence of the financial transaction between them. But the moot question involved in this case is in respect of the defence raised by the Accused that, he had availed a loan of only Rs.50,000/= from the Complainant for the purpose of his daughter's marriage and not Rs.3,50,000/= as claimed by the Complainant.

31. On the contrary, according to the Complainant, the loan advanced by him to the Accused is to the tune of Rs.3,50,000/= and not only Rs.50,000/= as claimed by the Accused.

32. Before discussing the other aspects involved in the matter, as the Accused has questioned the financial liability of the Complainant so as to have advanced a loan of Rs.3,50,000/= to him, in such circumstance the burden is heavily cast upon the Complainant so as to establish that as on the date of his alleged lending, he had the financial capacity to do so.

33. In order to establish the same, during the cross- examination of the Complainant, he has deposed before the court that he is working as a driver of an Ola Taxi and that he knows the Accused

since 2013 and he does not know him closely and he came to know Accused during January 2013. In so far as the time of lending of the amount to the Accused is concerned, according to the Complainant he has lent Rs.3,50,000/= to the Accused during the month of January 2013 itself. Thus according to the Complainant immediately after he came to know the Accused in January 2013, in the same month, he has advanced a loan to an extent of Rs.3,50,000/= to him for the purpose of marriage of his daughter. However it is to be noted that, it is elicited from PW1 by the learned Defence counsel that, the Accused had not informed as to when was his daughter's marriage and that he was not even invited to the said marriage. These facts elicited from PW1 go to prove the degree of closeness or the relationship between the parties. If the version of the Complainant that, he has advanced a huge sum of Rs.3,50,000/= to the Accused in the same month, in which, he came in contact with the Complainant is to be accepted, then a doubt arises as to why the Accused failed either to inform the Complainant about the date of his daughter's marriage or why he did not invite the Complainant to the marriage. These facts raise a serious doubt, because, if according to the Complainant, the Accused had availed a loan of Rs.3,50,000/= for the specific purpose of performing the marriage of his daughter, then he was expected to invite the Complainant for the said marriage or at least to keep him informed about the date of his daughter's marriage. Normally it cannot be believed that, a person who avails financial assistance to the tune of lakhs of rupees would not inform the creditor or invite the creditor to his daughter's marriage, even though he has availed a loan from such a person for the said specific purpose. Therefore in the light of the defence raised by the Accused about the absence of the alleged lending of Rs.3,50,000/=: the conduct of the Complainant clearly raise a serious doubt in the mind of this court about his claim.

34. Now coming to the defence of the Accused, in so far as the financial transaction between the Complainant and himself is concerned, it is elicited from PW1 that, the Accused was introduced to him by one Sundareshan, who along with the Accused had lodged a complaint against him before the Chennammanakere Achukattu Police Station alleging that, he was collecting exorbitant rates of interest on loans. However according to PW1 there was a compromise in the said case wherein Sundareshan admitted his liability and undertook to repay the loan to him in installments. However PW1 has neither admitted nor denied the suggestion that, in the said case, Final Report has been submitted against him and the said case is pending before the Court of the 4th ACMM.

35. In the light of the said defence, during his evidence before the court, the Accused who is examined as DW1 has reiterated the same defence version in his affidavit and he has relied upon the documentary evidence at Ex.D1 to D8, which clearly go to show that, as per the defence raised by the Accused one Sudheer/D.W.3 has lodged a complaint against the Complainant herein and one B.K.Lokesh alleging that they were charging exorbitant rates of interest from the borrowers and misusing the cheques and the other secured properties, which were collected by them from such borrowers and in this regard, they have alleged that an incident had taken place, by virtue of which, the Complainant and his partner B.K.Lokesh had misused the two cheques of the Accused herein and by misusing them they were blackmailing the Accused. In pursuance of the same, upon the completion of the investigation, the final report has been filed as per Ex.D3 and the Complainant and the B.K.Lokesh have been charge- sheeted for the offences punishable under Sec.3 and 4 of the Karnataka (Prohibition of the Charging of the Exorbitant Rates of Interest) Act 2004 and under Sec.406, 504 and 506 of the IPC. No doubt in the said case, the Accused herein is not shown as a

witness. However DW2 and DW3 are cited as the witnesses in the said case and as per Ex.D4, DW3 herein has given statement before the police and even the other witnesses have given their statements and likewise as per Ex.D7 and D8 the Complainant and that the said B.K.Lokesh have given their statements before the police. No doubt while cross-examining the Complainant, he has not denied having given statements before the Police and on the contrary he has admitted that such a complaint has been lodged against him before the Chennammanakere Achukattu Police Station. No doubt the Complainant has denied the entire defence version as suggested to him by the learned defence counsel. However it is pertinent to note that, there is a specific cross-suggestion to the Complainant by the learned Defence counsel on the basis of a reference to the phrase in Para No.4 of his chief- examination affidavit to the effect that " I was yet to present the first cheque". On the basis of this suggestion, it is rightly pointed out by the learned counsel for the Accused that the Complainant himself has admitted having received two cheques from the Accused, though in his cross-examination, he has claimed that there was only one cheque issued by the Accused to him. However the defence of the Accused that the Complainant had collected two cheques from him is corroborated by the evidence of DW2 and 3 and this has not been seriously disputed by the Complainant even while cross-examining them. Moreover as rightly pointed by the learned counsel for the Accused during the course of his arguments that, the cheque in dispute is admittedly presented for encashment by the Complainant as per his own documentary evidence on 5.11.2013, while the complaint against the Complainant and B.K.Lokesh as per Ex.D1 and Ex.D2 have been initiated much prior to the presentation of the cheque in dispute i.e., on 28.6.2013. Further it is pertinent to note that, even the final report is filed on 20.9.2015 and though it is subsequent to the presentation of the cheque as well as the filing of the present case, it goes to show that the said crime has been registered on 5.8.2013 i.e., much prior to the presentation of the cheque in dispute by the Complainant on 5.11.2013. Therefore when all these facts are appreciated carefully and the evidence on record is carefully appreciated, it goes to show that, the Complainant is doing finance business and he is in the habit of charging exorbitant rates of interest from the borrowers by collecting the documents and properties such as gold for the purpose of security. Moreover the Complainant has not at all disputed or denied the contents of the complaint at Ex.D2, which has reference to the cheque in dispute along with the other cheque belonging to the Accused and the blackmail by him on the basis of the said cheques against the Accused. No doubt, it is rightly pointed out by the learned counsel for the Complainant during the course of his arguments that, the Accused herein is neither the Complainant in Ex.D1 nor has he been cited as a witness in Ex.D3 and as such the documentary evidence at Ex.D1 to Ex.D8 do not help the Accused, but this argument canvassed by the learned counsel for the Complainant is unacceptable, because of the fact that, even though the Accused is not a Complainant or a witness in respect of the proceedings at Ex.D1 to 3, they by themselves do not lead to an inference that the Accused is in no way concerned to the said documents, because there is reference to the Accused as well as his two cheques in the possession of the Complainant. In such circumstance, the Complainant cannot take the shelter of the fact that the Accused is not the Complainant or a witness to the Ex.D1 to Ex.D3.

36. Hence by considering the entire evidence, both oral and documentary placed on record by both the parties, it clearly goes to show that the defence of the Accused is probable and believable and as a result it creates a serious doubt in the case of the Complainant. No doubt it is an admitted fact that, the Complainant is doing finance business, but that by itself does not lead to an inference that,

his financial capacity is proved before the Court. Moreover when the Complainant has failed to prove his case beyond reasonable doubt, without relying upon the defence of the Accused, his case is bound to fail. Therefore the evidence of the Accused is sufficient to hold that his defence is probable and reliable and on the other hand, the case of the Complainant is not proved beyond reasonable doubt.

37. In this regard, I place reliance upon the following decisions:-

1. In Smt.H.R.Nagarathna Vs., Smt.Jayashree Prasad, reported in 2009(4)Kar.L.J.26, wherein it has been held that:-

"From the complaint averments it is clear that the complainant failed to prove lending the existence of legally enforceable debt not proved beyond reasonable doubt".

2. In S.Thimmappa Vs., L.S.Prakash, reported in 2010(5) KCCR 3397, wherein it has been held that:-

"It is the drawee of the cheque to prove the existence of debt or liability".

3. In Krishna Janardhan Bhat Vs., Dattatreya G.Hegde, reported in 2008 AIR SCW 738, wherein it has been held that:-

"Existence of the legally recoverable debt is not a matter of presumption U/s.139".

4. In Rangappa Vs., Mohan, reported in (2011) 1 SCC 184, wherein it has been held that:-

"Even in the present case the standard of proof for raising the presumption U/s.139 of the N.I. Act by the accused is that of "Preponderance of Probabilities" and therefore if the accused is able to raise a probable defence, which creates doubt about the existence of a legally enforceable debt or liability, the presumption can fail".

5. In S.K.Mittal Vs., Saree Mahal Reg, reported in 2012 (2) DCR 384, wherein it has been held that:-

"The standard of proof to discharge the burden shifted on the accused to rebut the presumption raised by the Court U/s.139 of the N.I. Act is not the same as upon prosecution to prove the case".

6. In Ramdas Vs., Krishnanand, reported in 2014(3) Crimes 291, where in it has been held that:-

"When the Complainant's financial capacity is denied and disputed, it becomes a relevant factor".

7. In Shiva Murthy Vs., Amruthraj, reported in ILR 2008 KAR 4629, wherein it has been held that:-

"Before considering the conduct of the accused to find out as to whether or not he has been able to rebut the statutory presumption available U/s.139, the Court ought to consider the existence of the legally enforceable debt. It is only after satisfying that the complainant has proved the existence of the legally enforceable debt or liability, the courts could have proceeded to draw presumption u/s.139 of the N.I.Act and thereafter find out as to whether or not the accused has rebutted has rebutted the said presumption".

38. Thus for the reasons discussed above, I proceed to pass the following: -

ORDER By exercising the power conferred u/s 265 of Cr.P.C., the Accused is hereby acquitted of the offence punishable u/s 138 of the Negotiable Instruments Act.

His bail bond and surety bond stands cancelled.

(Dictated to the Stenographer, transcript thereof is computerized and print out taken by her, verified, corrected and then pronounced by me in the open Court on this the 1st day of March, 2017).

(SARASWATHI.K.N), XVI Addl.CMM., Bengaluru City.

ANNEXURE

1. List of witnesses examined on behalf of the Complainant:-

PW.1 : Siddalingaiah.T.N

2. List of documents exhibited on behalf of the Complainant:

Ex.P-1 : Original Cheque;

Ex.P-1(a) : Signature of the Accused;
Ex.P-2 & 3 : Bank memos;
Ex.P-4 : Copy of the Legal Notice;
Ex.P-5 : Postal Acknowledgement.

3. List of witnesses examined on behalf of the Accused:-

DW-1 : Sri.Gundappa;
DW-2 : Sri.G.Sundareshan;
DW-3 : Sudheer.M.

4. List of documents exhibited on behalf of the Accused:-

Ex.D-1 : Certified copy of the FIR;
Ex.D-2 : Certified copy of the complaint;
Ex.D-3 : Certified copy of the final report

submitted by the Jurisdictional Police;

Ex.D-4 to 8 : Certified copies of the statements given by the Complainant, the witness and the Accused.

(SARASWATHI.K.N), XVI ACMM, Bengaluru City.

1.03.2017 Judgment pronounced in the open court vide separate order.

ORDER By exercising the power conferred u/s 265 of Cr.P.C., the Accused is hereby acquitted of the offence punishable u/s 138 of Negotiable Instruments Act.

His bail bond and surety bond stands cancelled.

XVI A.C.M.M., B'luru.