

Smt.Thanuja vs Smt.Sampatha on 13 April, 2018

IN THE COURT OF THE JUDGE COURT OF SMALL
CAUSES AND XXVI A.C.M.M, AT BENGALURU

Present: Abdul Khadar, B.A., LL.B.,
JUDGE, Court Of Small Causes,
Bengaluru

Dated this the 13th day of April 2018
C.C. No: 17965/2016

Complainant: Smt.Thanuja
W/o Sri.C.G.Nataraj
35 years
Residing at :No.59,
1st Main Road,
Pipeline (west),K,B.Nagar,
Mysore Road,
Bangalore-560026.

(By Sri.H.R.Sanjeevee Gowda-
Advocate)

-Vs-

Accused: Smt.Sampatha
40 years
Residing at :No.38,
BWSSB Quarters,
Krishna Mutt Road,
18th Cross, Malleswaram
Bangalore

(By Sri.S.G.Vishwanath-Advocate)

SCCH-9

2

CC.No.17965/2016

JUDGMENT

The complainant filed the private complaint under Sec. 200 of Cr.P.C., against the accused for having committed an offence punishable under Sec.138 of Negotiable Instruments Act.

2. According to the complainant that the husband of the complainant and the accused are well known to each other since 4 years and by making use of the said situation the accused has approached the complainant for hand loan of Rs.6,40,000/- to meet the domestic expenditure for his family needs and to discharge his legal debts in the last week of December 2015. The complainant by considering the request of accused she has paid a sum of Rs.4,00,000/- through cheque bearing no.848222 and a sum of Rs.2,40,000/- through cheque bearing no.848223 drawn on Canara Bank Byatarayanapura Branch, Mysore Road, Bangalore. The said amount has kept by the complainant to meet her disability son's medical expenses and the said cheques have been cleared on 02.02.2016 and 09.02.2016. The accused also agreed to repay the hand loan Rs.6,40,000/- by the end of March 2016. Accordingly the accused has executed an Hand Loan

agreement dated 02.03.2016 in favour of complainant and also a issued a post dated cheque bearing no.898924 dated 23.03.2016 for Rs.6,40,000/- drawn on Syndicate Bank, Dr.D.V.G Road, Basavanagudi Branch, Bangalore towards the discharge of hand loan amount and also assured the complainant that the said cheque will be honored on its due date. By believing the words of the accused the complainant has presented the said cheque for encashment through her banker Canara Bank, Byatarayanapura Branch, Mysore Road, Bangalore on 23.03.2016, but the said cheque came to dishonored for the reason "Funds Insufficient" on 28.03.2016 and issued an endorsement on 29.03.2016. The complainant got issued Legal Notice through her advocate on 03.04.2016 calling upon the accused to pay the cheque amount within 15 days. The said notice has been returned to complainant with a postal shara that "Not Claimed" and "Refused". The accused neither complied with demand made thereon nor replied to the same. Accordingly, she has filed the present complaint to take action against the accused in accordance with law.

3. Being satisfied with the complaint averments, this Court has taken cognizance and after recording sworn statement being satisfied with the prima-facie case, issued summons to the accused compelling his appearance. Accused appeared through his counsel before this Court and got enlarged on bail. Substance of accusation was read over to the accused. Accused pleaded not guilty for the offence punishable u/s.138 of NI Act. Hence, this Court called upon the complainant to prove her case.

4. In support of the case, the complainant herself examined as P.W1 and got marked 12 documents as per Ex.P1 to P12. After closure of evidence of Complainant, the accused was examined as contemplated u/s.313 Cr.P.C and his statement was recorded. The accused, totally denied the case of the complainant and he has defense evidence. Accused himself examined as DW1 and no documents were marked on behalf of DW.1.

5. I have heard the arguments of Sri. H.R.S. for Complainant and Sri.J.S.S. for accused. Perused the materials available on record.

6. The points that wood arise for my determinations are:

1. Whether the complainant proves that the Ex.P1 cheque bearing No.898924 dated 23-03-2016 for Rs.6,40,000/-

drawn on Syndicate Bank, Dr. D.V.G. Road (Basavanagudi), Bangalore has been issued by the accused towards discharge of his legal liability?

2. Whether the complainant proves that Ex.P.1-cheque was dishonoured on its presentation through her banker?

3. Whether the Complainant has complied the mandatory provisions of Section 138 (a) to (c) of N.I. Act?

4. Whether the Complainant proves beyond reasonable doubt that the accused without having sufficient funds in her account issued Ex.P1 cheque towards discharge of his liability and failed to make good to the Complainant after its dishonor within the stipulated period and thereby accused has committed the offence Punishable U/s. 138 of the NI Act?

5. What order?

7. My findings to the above points is as under:

Point No.1 : In the Affirmative Point No.2 : In the Affirmative Point No.3 : In the Affirmative Point No.4 : In the Affirmative Point No.5 : As per final order below For the following:

REASONS Point No.1 :

8. Under Section 138 of N.I. Act, the offence will constitute only, if the cheque was issued towards discharge of legal liability and it was dishonored for "Funds Insufficient" in the credit of the accused. In this connection, the complaint averments reveals that, the accused has approached the complainant for hand loan of Rs.6,40,000/- to meet the domestic expenditure for his family needs and to discharge his legal debts in the last week of December 2015 and the complainant by considering his request has paid a sum of Rs.4,00,000/- through cheque bearing No.848222 and a sum of Rs.2,40,000/- through cheque bearing No.848223 drawn on Canara Bank, Byatarayanapura Branch, Mysore Road, Bangalore. The accused also agreed to repay the hand loan Rs.6,40,000/- by the end of March 2016. Accordingly the accused has executed an hand loan agreement dated 02.03.2016 in favour of complainant and also issued a post dated cheque bearing no.898924 dated 23.03.2016 for Rs.6,40,000/- drawn on Syndicate Bank, Dr. D.V.G Road, Basavanagudi Branch, Bangalore towards the discharge of hand loan amount and also assured the complainant that the said cheque will be honored on its due date. By believing the words of the accused the complainant has presented the said cheque for encashment through her banker Canara Bank, Byatarayanapura Branch, Mysore Road, Bangalore on 23.03.2016, but the said cheque came to dishonored for the reason "Funds Insufficient" on 28.03.2016. The complainant had issued legal notice by calling upon the accused to pay the cheque within 15 days and the same was returned with a shara "Not Claimed" and "Refused" by the accused, but, the accused not complied the demand notice issued by the complainant .

9. To prove the case of the complainant, she produced Ex.P1 is the cheque bearing No. 898924 dated 23.03.2016 for Rs.6,40,000/- drawn on Syndicate Bank, Dr. D.V.G Road, Basavanagudi Branch, Bangalore. Ex.P2 is the endorsement issued by the Canara Bank, Byatarayanapura Branch, Bangalore on 28-03-2016, wherein the said cheque was returned with a shara as "Funds Insufficient". Ex.P3 is the legal notice dated 03-4-2016, wherein the complainant demanded for repayment of money of Rs.6,40,000/-from the accused.

Ex.P.4 and 5 are the postal receipts, wherein Ex.P.3 was sent through RPAD to the accused. Ex.P.6 and 7 are the unserved postal covers, wherein it discloses that the demand notice issued through

RPAD was "Refused" and "Not Claimed" by the accused. It appears that the notice issued by the accused has been duly served on the accused. Ex.P.6(a) and 7(a) are the contents of Ex.P.6 and 7. Ex.P.8 is the certified copy of the registered sale deed on 28.12.2015 wherein it reveals that the complainant and her family members have sold their joint family property bearing Survey No.38/2 measuring 3 acres situated at Kempadyapanahalli village, Bidadi Hobli, Ramanagar Tq for sale consideration of Rs.72,00,000/- in favour of M.Bhojarajashetty, Managing Partner of M.B. Infra and Developers. Ex.P.9 is the Hand Loan Agreement on 02.03.2016 wherein it appears that, the accused executed hand loan agreement in favour of complainant towards discharge of loan amount of Rs.6,40,000/- and there is recital that, the Ex.P.1 cheque bearing No.898924 dated 23-03-2016 for a sum of Rs.6,40,000/- has been issued by the accused in favour of complainant. Ex.P.10 is the Pass Book of Canara Bank, Byatarayanapura branch pertains to the complainant wherein it reveals that Rs.4,00,000/- and Rs.2,40,000/- amount was withdrawn by the accused on 02-02-2016 and 09-02-2016 from the account of complainant and the said entries were marked at Ex.P10(a) and (b). Ex.P.11 is the disability certificate Identity Card belongs to the son of complainant. Ex.P12 is the Medical Bill. According to the learned counsel for the complainant, when the issuance of cheque and his signature are admitted, then the presumption as required under Section 139 of N.I. Act comes to the aid of the complainant and it is the turn of the accused to explain or rebut the said presumption by raising a probable defence.

10. In support of the case of the complainant, the learned counsel for the complainant submitted his arguments by narrating the facts and circumstances of the case and submits that the accused has committed an offence punishable under Sec.138 of N.I. Act and punish the accused in accordance with law. It is well settled law that, the presumption under Sec.139 merely raises presumption in favour holder of cheque that the same has been issued by discharge of any debt or other liability Existence of legally recoverable debt- is not a matter of presumption under Sec.139 and accordingly prays for convicting the accused in accordance with law.

11. In support of defence the accused cross examined PW-1 in length, but nothing has been elicited from her mouth to show that as on the date of issuance of cheque no legally recoverable debt is exist under Ex.P1 cheque. It is suggested, that, she is an house wife and her husband working as Tax Inspector at BBMP, accused and her husband are friends. She categorically denied that the transaction was held in between the accused and her husband. Further she denied that, she was doing chit business and also money lending business and Ex.P.1 cheque was misused by her husband. She pleads ignorance that, her husband asked the accused if he need any financial assistance. She denied that, her husband by taking the cheques belongs to her he filled up the name of accused and withdrawn amount of Rs.2,40,000/- and Rs.4,00,000/- from Canara Bank, Byatarayanapra Branch and the accused not at all borrowed any loan from her and the entries made in Ex.P10 drawn by her husband not the accused. Further denies that, she obtained the signature of accused in empty e-stamp paper and created agreement dated 02-03-2016 and obtained Ex.P.1 cheque and filled up Rs.6,40,000/- and presented the same for encashment and filed this false case against the accused. To substantiate his defence no contra documents produced. If at all any money transaction with the husband of complainant what prevented him to take appropriate legal action against the complainant after the receipt of notice nor after appearance before the court, till today no legal action was taken by the accused for the misuse of cheque by the complainant. Nor any effort

is made to examine the husband of the complainant Nataraj to show that the amount mentioned in Ex.P10(a) and (b) was withdrawn by the Nataraj and the accused. This conduct of the accused itself establishes that he indirectly admits the money transaction with the complainant and issuance of Ex.P1cheque towards discharge of legally recoverable debt. With regard to the source of income the complainant has produced Ex.P8, wherein it reveals that on 28-12-2015 the family members of the complainant were sold 3 acres of land in favour of M/s M.B. Infra and Developers for a total sale consideration of Rs72,00,000/- out of which the complainant had received Rs.15,00,000/- as her share. Within three months from the date of execution of sale deed, the alleged money transaction was held i.e., 02-03-2016 as the complainant had sufficient money at the time alleged transaction to show that she produced Ex.P.10, wherein it clearly reveals that, the bank balance of the PW1 was Rs.13,30,000/- as on 21-01- 2016 out of which the accused was withdrawn Rs.4,00,000/- and Rs.2,40,000/- through cheques bearing No.848222 dated 02-02-2016, 848223 dated 09-02-2016 and the said cheques were encashed in the name of Samaptha.

12. The accused has taken contention that Ex.P.1-cheque issued by him as security to the husband of complainant while borrowal of money of Rs.2,00,000/-. But no documents produced to show that the alleged cheque in question was taken by the complainant from her husband and misused the same to extract money from him. Except suggestions the accused not at all produced any document to show that, he has not withdrawn amount as mentioned in Ex.P10 from the account of the complainant. In the present case on hand, the accused has clearly admitted that the cheque in question belongs to his account and also his signature on the cheque. When such being the case, unless and until presumption under Sec.139 of the N.I. Act is rebutted by the accused, this court shall draw the presumption in favour of the complainant as contemplated under Sec.139 of N.I. Act., that the cheque in question issued to discharge of legally enforceable debt or liability. Now the question arises that whether the accused is able to rebut the presumption under Sec.139 of N.I. Act or not.

13. Though, the accused admitted that the cheque in question belongs to his account and also signature on the cheque. But it is specific defence of the accused that he has not issued the cheque to the complainant, but, he issued the same as security to the husband of complainant and no money transaction with the complainant, she completely unknown to him and not given to the cheque-Ex.P1 to the complainant in discharge of any debt or liability.

14. To disprove the case of the complainant, the accused himself examined as DW1 and deposed that he borrowed loan of Rs.2,00,000/- from the husband of the complainant in the year 2016. He had money transaction with the husband of the complainant. The husband of the complainant by name Nataraj was taken the cheques belonging to complainant and filled up Rs.2,40,000/- and Rs.4,00,000/- in the name of accused and drawn the said amounts from the bank. The said Nataraj promised him to pay Rs.2,40,000/- and obtained the alleged cheque and Rs.100 stamp paper from him and obtained his signature and thereafter he filled of Rs.6,40,000/- cheque and filed this complaint through his wife and notice has not at all served on him./ He further admits that, he has due for Rs.2,40,000/- to Nataraj nor complainant. This witness cross examined by the counsel for the complainant where he elicited from his mouth that, the notice sent by the complainant to his residential address and the same was returned as he vacated the said house. He denied that, he

issued Ex.P.1 cheque and Ex.P.11 hand loan agreement, but he has stated that, he was issued signed cheque and stamp paper to the husband of the complainant without any writing. On perusal of Ex.P.6 and Ex.P.7 the notice sent through RPAD has been refused and not claimed by the accused. Hence, in the cross examination itself the accused admitted the issuance of cheque and also the execution of hand loan agreement at the time of borrowal of loan of Rs.6,40,000/- from the complainant and he has not rebutted presumption available him to under section 139 and 118 of N.I. Act.

15. It is pertinent to note that ordinarily in the cheque bounce cases, what the court has to consider is, whether ingredients of the offence enumerated in Section 138 of the Act have been met and if so, whether the accused was able to rebut the statutory presumption contemplated by Sec.139 of the Act. Once, the cheque relates to the account of the accused and he or she accepts and admits the signatures on the said cheques, then initial presumption has contemplated under Sec.139 of the N.I. Act has to be raised by the court in favour of the complainant. The presumption referred in Sec.139 of N.I. Act is a mandatory presumption and not a general presumption.

16. On perusal of the evidence it reveals that after service of notice, the accused has not taken any legal action against complainant for mis-use of cheque issued by him as security to the husband of the complainant. Thus it clearly goes to show that since the accused had issued the cheque in question to the complainant towards discharge of legally recoverable debt. The notice Ex.P3 issued by the complainant was refused by the accused and the same was issued by her to the last known given address of the accused, but he has not given any reply. If at all he has not issued Ex.P1 to the complainant, definitely she defend the same by issuing reply notice and she admits in the cross examination he has not given reply to Ex.P3, itself the accused has failed to raise the probable defence. The document on record shows that the complainant had sufficient source of income and the accused has received loan of Rs.6,40,000/- from the complainant as he issued Ex.P1 cheque to the complainant to discharge of legally recoverable debt.

17. I have relied on the ruling of Hon'ble Supreme Court in the case of Hiten P.Dala -vs- Bratindranath Banerjee reported in 2001 AIR SCW 3861, where it is held that it is obligatory on the court to raise presumption in every case where the factual basis for raising of the presumption has been established. It is further held that Sec.139 provides that "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 discharge, in whole or in part of any debt or other liability.

18. Another decision reported in (2010) 11 SCC 441 (Rangappa /Vs/ Sri. Mohan) has held thus;

"...Section 139 of the Act is an example of a reverse onus clause that has been included in furtherance of the legislative objective of improving the credibility of negotiable instruments. While section 138 of NI Act specifies a strong criminal remedy in relation to the dishonour of cheques, the rebuttable presumption under section 139 is a device to prevent undue delay in the course of litigation. However, it must be remembered that the offence made punishable by Section 138 can be better described as a regulatory offence since the bouncing of a cheque is largely in the

nature of a civil wrong whose impact is usually confined to the private parties involved in commercial transactions. In such a scenario, the test of proportionality should guide the construction and interpretation of reverse onus clauses and the accused/defendant cannot be expected to discharge an unduly high standard or proof. In the absence of compelling justifications, reverse onus clauses usually impose an evidentiary burden and not a persuasive burden. Keeping this in view, it is a settled position that when an accused has to rebut the presumption under section 139, the standard of proof for doing so is that of preponderance of probabilities.' Therefore, if the accused is able to raise a probable defence which creates doubts about the existence of a legally enforceable debt or liability, the prosecution can fail.

19. In the present case also the accused has not rebutted the presumption U/s139 of N.I. by cross examining the PW1 that Ex.P.1 cheque was not given towards legally recoverable debt or liability. As per the aforesaid rulings, the presumption mandated by Section 138 of Negotiable Instruments Act includes that there exists legally enforceable debt or liability, which is rebuttable presumption and it is open to the accused to raise defence wherein the existence of legally enforceable debt or liability can be contested. The complainant has proved that the accused had issued the cheque in question to the complainant to discharge his liability which he owed to the complainant. When such being the case the contention of the accused and submission of learned counsel for the accused that the accused is not liable to pay the amount of cheque cannot be acceptable. Thus, the story brought by the accused is unworthy of credit. Apart from being unsupported by any evidence.

20. The oral and documentary evidence available on record are clear and categorically established that all the ingredients of Section 138 of N.I. Act and also proved the fact that the accused had issued the cheque in question in favour of the complainant for consideration towards the discharge of liability and the said cheque was dishonoured and then the accused failed to pay the amount of cheque within 15 days from the date of service of the demand notice. Hence, the dishonour of the cheque in question clearly attracts the penal provision of Section 138 of the N.I. Act and the complainant has proved the guilt leveled against the accused for the offence P/u/s Section 138 of the N.I. Act. The accused has utterly failed to rebut the presumption under Sec.138 of N.I. Act in favour of the complainant. Hence, the complainant is entitled for benefit of statutory presumption as contemplated under Sec.139 of the Act. I did not find any informalities or contradictions elicited to render his evidence incredible. Therefore, the testimony of PW-1 inspires confidence to believe and to act upon the evidence of PW.1 and the documentary evidence at Ex.P1 to P12 are consistent, corroborative and supporting to each other and in accordance with the case of the complainant and which leads me to conclude that the complainant has proved beyond reasonable doubt against the accused for the alleged offence punishable under Sec.138 of N.I. Act. Accordingly, I answer Point No.1 in the Affirmative. Point No.2:

21. On perusal of record and all these documents produced by the complainant goes to show Ex.P.1 was presented for encashment in Canara Bank Byatarayanapura Branch, Bengaluru, which in turn sent it to the accused banker. Ex.P2 is the endorsement which discloses that Ex.P1 cheque was returned for the reason "Funds insufficient". The complainant had issued the demand notice to the accused within time and after completion of 15 days from the date of refuse to take notice, the complaint came to be filed which is in time. Hence, I answer point No.2 in the affirmative. Point No.3:-

22. The cheque was dated 23-03-2016 and it was presented for encashment within three months and it was dishonoured for the reason "Funds in sufficient" on 28-03-2016. The notice came to be issued on 03-04-

2016, which acknowledged by accused on 07-04-2016. Everything is within time, and the complainant has complied the mandatory provisions of under Sec. 138(a) to (c) of N.I. Act. Hence, I answer point No.3 in the affirmative.

Point No.4:-

23. The Complainant has established that the Ex.P1 cheque was issued by the accused towards discharge of liability and the said cheque was dishonored which in respect of issuance of legal notice at Exs.P.3 and she has not paid the amount within stipulated period and the Complainant has complied the mandatory provisions of Sec.138[a] to [c] of the Act and since the accused has failed to make good to the Complainant within stipulated period has committed offence Punishable U/s. 138 of the N.I. Act. The N.I. Act was enacted to bring the credibility to the cheque. The very purpose of the enactment is to promote the use of Negotiable instrument while to discourage the issuance of cheque without having sufficient funds in their account. Such being the case, the intention of the legislature is that Complainant be suitably compensated while accused be punished for his act. Negotiable instrument Act was amended with effect from 6.2.2003 and Sec.143 to 147 were inserted. Earlier to amendment of Negotiable instrument Act JM.F.C Court did not have the power to try the cases summarily and did not have the power to impose fine beyond Rs.5,000/-. However, Sec.143 of N.I. Act removed the said limitations. Section 143 reads as: -

".....143. Power of Court to try cases summarily: [1] Notwithstanding anything contained in the Code of Criminal Procedure 1973[2 of 1974], all offences under this Chapter shall be tried by a Judicial Magistrate of the first class or by a Metropolitan Magistrate and the provisions of Sections 262 to 265 [both inclusive] of the said Code shall, as far as may be apply to such trials.

Provided that in the case of any conviction in a summary trial under this section, it shall be lawful for the Magistrate to pass a sentence of imprisonment for a term not exceeding one year and an amount of fine exceeding five thousand rupees...".

24. As a special statute prevails over the provisions of a general statute the amendment of Sec.143 has over come the limitations contained in Code of Criminal Procedure regarding trial and sentence. The very opening words mentioned in Sec.143 that "Not with standing anything contained in the Code of Criminal Procedure. 1973 [2 of 1974] clearly reflects that these provisions prevail over Code of Criminal Procedure. Therefore, after amendment Court of JMFC has power to impose sentence of fine beyond Rs.5,000/-. Keeping Sec.143[1] and proviso in mind the sentence is to be passed. Ex.P1 cheque pertains to the year 2016. Therefore, the Complainant was deprived of the money having rightfully due to his for over a period of more than 2 years. Therefore, the Complainant is entitled for compensation U/s.80 & 170 of the N.I. Act.

25. The Counsel for the Complainant, argued that may given compensation since there is no bar to impose double the cheque amount as fine, but, there is no yardstick to the effect that how much of fine is required to be imposed upon the accused. Granting of the compensation to the complainant is more important than sending the accused behind the bars. From the provisions of section 357 of Cr. P.C, when fine is not a part of the sentence compensation can be awarded out of the fine amount as provided by sub section(1). In the face value of the cheque is Rs.6,40,000/- this court can impose a fine of Rs.12,80,000/-. It is well settled principle that while awarding compensation to the complainant in a case under section 138 of N.I. Act, calculating simple interest at 9% per annum would be reasonable. In the present case the accused had issued cheque towards discharge of legally liability 23-03-2016, at the rate of 9% per annum interest for 6,40,000/- would be Rs.1,15,200/- after lapse of 2 years, this case reached for judgment. It is also to be borne in mind that the complainant has to meet the litigation expenses. Accordingly, considering the facts and circumstances of the case and conduct of the parties, it is thought fit to award the cheque amount plus the loss caused to the complainant has to be suitably compensated by the accused. By considering the pendency of litigation and amount involved in the case it would be appropriate to award compensation amount of Rs.7,55,200/-to the complainant. Hence, I answer Point No.4 in the Affirmative.

Point No.5:

26. In view of my above discussions and findings on Points No's. 1 to 4, I proceed to pass the following:

ORDER Acting under Section 255[2] of Cr.P.C, the accused is hereby convicted for the offence Punishable U/s. 138 of the N.I. Act.

The accused shall pay fine of Rs.7,60,000/-.

In default of payment of fine amount, the accused shall under go Simple Imprisonment for six months.

Out of the amount so realized, the accused shall pay a sum of Rs.7,55,000/- to the Complainant as compensation, as provided U/s.357 Cr.P.C. The remaining amount of Rs.5,000/- shall go to the State.

The bail bond and surety bond of the accused is hereby stand cancelled.

Office is directed to furnish free copy of this judgment to the accused.

(Dictated to the stenographer directly over computer, typed by her, corrected and then pronounced by me in the open court on this the 13th day of April 2018) (Abdul Khadar) Judge , Court of Small Causes, &XXVI ACMM Bengaluru..

ANNEXURE List of Witnesses examined on behalf of complainant:

PW -1 : Smt. Thanuja List of Documents marked on behalf of complainant:

Ex.P1	:	Cheque
Ex.P.1(a)	:	Sig.of accused
Ex.P.2	:	Bank Endorsement,
Ex.P.3	:	Legal Notice
Ex.P.4 & 5	:	Postal Receipts,
Ex.P.6 & 7	:	RPAD Covers
Ex.P.6(a)	:	Original notice copy

Ex.P.8	:	Certified copy of Sale Deed
Ex.P.9	:	Loan Agreement
Ex.P.9(a)	:	Signature of complainant
Ex.P.9(b)	:	Signature of accused
Ex.P.10	:	Canara Bank Pass Book
Ex.P.10(a)	:	Entry in pass book dated 06-02-2016
Ex.P.10(b)	:	Entry in pass book dated 09-02-2016
Ex.P.11	:	Disability Pass Book
Ex.P.12	:	Invoice

List of Witnesses examined on behalf of accused:

DW-1 : Sri. Sampatha List of documents marked for accused:

-NIL-

(Abdul Khadar) Judge , Court of Small Causes, &XXVI ACMM Bengaluru.