

## **U/S 200 Of Cr.P.C For The Offense vs Company Used To Place Orders For ... on 8 March, 2021**

IN THE COURT OF THE XXVIII ADDL. CHIEF  
METROPOLITON MAGISTRATE NRUPATHUNGA ROAD,  
BENGALURU CITY

Present:- Sri. PRUTHVIRAJ VERNEKAR  
B.Com, LLB  
XXVIII A.C.M.M  
Bengaluru City.

Dated this the 08th day of March, 2021  
CC.No.7536/2018

### **JUDGMENT**

1. Sl.No. of the case : C.C.No.7536/2018

2. The date of commence of Evidence: 29.10.2018

3. The date of Institution : 03.02.2018

4. Name of the Complainant :M/s Micronova Impex Pvt Ltd, No.89/2, Gandhibazar main road, Basavanagudi, Bangalore-560004.

Rep by authorised official Mr. Sampath Chinchewadi, Accounts Receivable Head v/s

5. Name of the Accused : 1.M/s K.3 Power Pack Pvt Ltd B-122, 3rd main, 2nd stage, Peenya Industrial Area, Bengaluru-560 058.

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2. Mr. Ahmed Shabeer Khan Director, M/s K. 3 Power Pack Pvt Ltd, No.122, 3rd main, 2nd stage, Peenya Industrial Area, Bangalore-560058.

3.Mr.Pattan Ameer Ali Khan, Director, M/s K 3 Power Pack Pvt Ltd B-122, 3rd main, 2nd stage Peenya Industrial Area, Bangalore- 560058.

6. The offence complained : U/s.138 of N.I. Act

7. Plea of the accused on his examination : Pleaded not guilty

8. Final Order : Accuseds are Convicted

9. Date of such order : 08.03.2021 JUDGMENT

1. This case has been registered against the accused on the basis of the complaint filed by the complainant u/s 200 of Cr.P.C for the offense punishable u/s 138 r/w 142 of N.I. Act.

2. The gist of the complainant's case is that :

CC.No.6657/2019 Complainant submits that, complainant is involved in the business of Exporting, distributor and supplier of electrical products, electronic products. Accused company used to place orders for purchase of ABB Switchgear ACB, MCCB, Contractor, MPCB, MCB, OLR and accessories from complainant company. Though as per the purdahs conditions the accused required to pay the invoice amount within 45 days However even after 45 days, the accused failed to clear the outstanding amounts and used to place further orders. When such being, the outstanding amount exceeded and when the accused failed to clear the outstanding amount for Rs.43,18,371 and went on postponing the payment, complainant company and their representative repeatedly informed and requested to clear the outstanding amount at the earliest. It is further submitted that the complainant company after repeated requests, reminders and after meeting with the accused, finally the accused company issued two CC.No.6657/2019 cheques of Rs.10,00,000/- each for total amount of Rs.20,00,000/- vide cheque dated:05.09.2019 bearing No.779016 for Rs.10,00,000/- and another cheque dt:05.09.2017 bearing No.779017 for Rs.10,00,000/- both cheques drawn on Canara Bank, Peenya Branch, Bangalore. The complainant further submits that when presented the said cheques for encashment through its bankers ICICI Bank, but the said cheques was dishonoured and returned back with a memo 'funds insufficient' on 12.09.2017. It is further submitted that after complainant company informed the accused over phone about dishonor of cheque the accused asked the complainant representative by informing them to represent the cheques also the accused accused another post dated cheque for remaining amount of Rs.23,18,371 vide cheque bearing No.779021 dt:22.11.2017. Again the complainant present the cheques for encashment through its banker again the said cheques were CC.No.6657/2019 returned with shara ' Funds Insufficient'. Further the complainant issued a legal notice on 18.12.2017 to the accused by RPAD calling upon the accused to pay the cheque amount within 15 days from the date of receipt of the said notice and the said notice was served to the accused inspite of service of notice accused has not paid the cheque amount nor replied to the said notice. Accordingly, the complainant filed the complaint against the accused for having committed an offense punishable u/s 138 of N.I. Act on 03.02.2018.

3. In pursuance of the summons, the accused has appeared through Counsel and got enlarged on bail by executing necessary documents. The copy of the complaint was furnished to the accused, as required under law. As there was sufficient material, plea was recorded against the accused on 28.07.2018 and explained to the accused in his vernacular, for which the accused pleaded not guilty and claims to be tried.

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4. In order to prove the case, the Accounts Receivable Head of the complainant Company Sri. Sampat Chinchewadi examined as PW1 and got marked Ex.P1 to 17. Then the statement u/s 313 Cr.P.C was recorded on 15.02.2019, wherein the incriminating evidence appeared against the accused was read over and explained which was denied by the accused. Accused examined as DW1 and got marked Ex.D1 to D5 on his behalf.

5. The learned Counsel for complainant has filed written argument, in the written argument narrated all the facts narrated in the complaint and submitted zerox copies of decisions. In the written argument also narrated with regard to the decisions submitted along with written argument.

1. Judgment in Crl Appeal No.230- 231/2019 (Honble Supreme Court-

Reported in 2019 4 SCC 97DD 06.02.2019) Bir Singh V/s Mukesh Kumar.

2. Rangappa v/s Mohan 2010 11 SCC 441

3.Judgement in Criminal Appeal CC.No.6657/2019 No.1857/2019 (the Hon'ble High Court of Karnataka- Reportable Judgment DD.06.02.2021)

4.Judgement in Crl.Appeal No.123/2021 (Hon'ble Supreme Court Reportable Judgment DD.on 10.02.2021) M/s Kalamani Tex & Anr v/s P Balasubramanian

5.Judgment in Crl.Appeal No.1879/1909/2012 (Hon'ble Supreme Court) Laxmi Dyechem v/s State of Gujarat & others.

6.Deposition of DW1. In CC 756/2018

6. In spite of sufficient opportunity given to the accused, his counsel remained absent, hence, on 01.03.2021 argument on accused side taken as heard.

7. Heard arguments and perused the material placed on record.

8. On the basis of the above facts, the following points arise for my consideration:

1. Whether the complainant proves that the accused towards discharge of legal recoverable debt issued cheque bearing No.779021 dated:22.11.2017 for an amount of Rs.23,18,371/- drawn Canara Bank, SME Branch, Peenya, Bangalore CC.No.6657/2019 in favour of complainant, on presentation for encashment it was returned as 'Funds Insufficient' and in spite of receipt of legal notice, the accused failed to pay the cheque amount within the statutory period and thereby the accused has committed an offense punishable u/s 138 of N.I. Act?

## 2. What order?

### 9. My findings on the above points are as under :

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

#### REASONS

10. Point No.1:- In order to prove the case of the complainant, the Accounts Receivable Head of the complainant Company Sri. Sampat Chinchewadi filed affidavit by way of examination-in-chief and has reiterated all the allegations made in the complaint on oath. In the evidence PW1 has produced the documents which are marked Ex.P1 to P17. On CC.No.6657/2019 perusal of the documents produced on behalf of the complainant Ex.P1 which is the c/c of authorisation letter, Ex.P2 is 45 invoices, Ex.P3 is the cheque and Ex.P3(a) is the signature of the accused, Ex.P4 is the bank endorsement, Ex.P5 is the legal notice dated:18.12.2017, Ex.P5(a) to 5(c) are the postal receipts, Ex.P6 to 8 are the postal acknowledgements, Ex.P9 to 11 are the courier receipts, Ex.p12 is the complaint, Ex.P13 is the ledger account, Ex.P14 is the c/c copy of notice and acknowledgement, Ex.P15 is the complaint, Ex.P16 is the service report, Ex.P17 is the delivery challan.

11. In the present case the specific case of the complainant that the accused company use to place orders for purchase from the complainant company accordingly complainant company supplied the goods to the accused by raising invoices from time to time. The accused company has not paid the invoice amount as per the stipulated time finally issued two cheques of CC.No.6657/2019 Rs.10,00,000/- each for total amount of Rs.20,00,000/- and also issued cheque bearing No.779021 dt:22.11.2017 for Rs.23,18,371/- for the remaining amount. The said cheque on presentation through banker of the complainant returned with memo for the reason 'Funds Insufficient' there after inspite of issue of legal notice served on the accused the accused has not paid the cheque amount, hence, the complainant constrained to file this complaint.

12. On the other hand, on perusal of the cross examination of PW1 and also chief examination of accused it is a specific defense of the accused that he has given 3 cheques for complainant company security purpose the complainant company according to their convenience fill up the cheque amount and date there no recoverable debt from the accused to the complainant company and also the goods supplied by the complainant company are below standard. In this regard the same is informed through e-mail, the goods CC.No.6657/2019 about 8.12 lakhs are substandard supplied by the complainant company therefore the accused is not liable to pay the cheque amount. For all these reason pray for dismiss the complaint filed by the complainant and acquit the accused and got marked the documents Ex.D1 to D5.

13. This being the evidence and documents placed on records on either side the complainant company Accounts receivable head examined as PW1 . In his chief examination he has reiterated all the facts narrated in the complaint. Apart from this in order to substantiate the claim of the complainant got marked the documents Ex.P1 to Ex.P17. As I have discussed in detailed. On perusal of the documents placed on record which clearly goes to show that the complainant has authorized

to file the complaint and also produced the invoices in order to show that goods supplied to the accused company as per the order at Ex.P2. Apart from this on perusal of the Ex.P 3 and 4 CC.No.6657/2019 which clearly goes to show accused company has issued cheque bearing No.779021 dt:22.11.2017 for Rs.23,18,371/- in favor of complainant company and on presentation of the same returned on 27.11.2017 for the reason 'funds insufficient' and apart from this, on perusal of the Ex.P5 to 11 also clearly goes to show that complainant company has got issued legal notice to the accused company inspite of service of legal notice the accused company has not repaid the cheque amount.

14. It is pertinent to note that during cross examination of DW1 learned counsel for the complainant has produced Ex.P13 bill wise details the same is during cross examination of PW1 subject to objection is marked. Further during cross examination of DW1 on 12.09.2019 accused has admitted Ex.P13 is his company certified ledger account and apart from this the complainant has also during cross examination of DW1 has got marked CC.No.6657/2019 Ex.P14 to Ex.P17 which are also admitted by the accused. On perusal of the Ex.P 15 to 17 also clearly goes to show that the accused company has made complaint about defect goods, the same has been corrected by the complainant company in this regard also given service report and delivery challan as per Ex.P16 and 17. On perusal of all these documents Ex.P1 to Ex.P17 clearly goes to show that the complainant company in order to discharge initial burden to show that the accused company has purchased the goods by raising invoice and has not paid the price of the goods within stipulated period, then when complainant company demand for payment has issued Ex.P3 cheque in favour of the complainant company. On presentation of the said cheque returned with memo 'funds insufficient' and also inspite of issue of legal notice to the accused company did not repay the cheque amount. When this being the fact though the accused company has taken CC.No.6657/2019 specific contention there is no recoverable debt and also the complainant company has supplied goods there is a defect. In spite of cross examination to the PW1 nothing has been elicited in order to disprove the case of the complainant and apart from this during cross examination of accused has admitted the documents produced by the complainant Ex.P13 to Ex.P17. Apart from this the accused in order to rebut the presumption available in favour of complainant got marked the documents Ex.D1 to Ex.D5. On perusal of the same, which does not help anyway to the accused in order to show that there is no recoverable debt from the accused to the complainant company.

15. At the time of argument the learned counsel for the complainant has submitted zerox copy of decisions:-

1. Judgment in Crl Appeal No.230-

231/2019 (Honble Supreme Court-

Reported in 2019 4 SCC 97DD 06.02.2019) Bir Singh V/s Mukesh Kumar.

2. Rangappa v/s Mohan 2010 11 SCC 441 CC.No.6657/2019

3.Judgement in Criminal Appeal No.1857/2019 (the Hon'ble High Court of Karnataka- Reportable Judgment DD.06.02.2021)

4.Judgement in Crl.Appeal No.123/2021 (Hon'ble Supreme Court Reportable Judgment DD.on 10.02.2021) M/s Kalamani Tex & Anr v/s P Balasubramanian

5.Judgment in Crl.Appeal No.1879/1909/2012 (Hon'ble Supreme Court) Laxmi Dyechem v/s State of Gujarat & others.

6.Deposition of DW1 in CC.756/2018 In the instant case the complainant has produced Ex.P3 cheque that has been issued by the accused for an amount of Rs.23,18,371/- with signature Ex.P3(a) on the said cheque and contended that cheque has been issued by the accused in discharge of legal debt and liability which on presentation for collection was dishonoured for the reason 'funds insufficient' as per Ex.P4 bank memo. It is pertinent to note that nowhere in the cross examination the counsel for the accused has not denied the execution of the cheque CC.No.6657/2019 Ex.P3 with signature Ex.P3(a). It is also equally important to note that accused has not lead any evidence to disprove the cheque Ex.P3 with his signature Ex.P3(a) was not issued by him for an amount of Rs.23,18,371/- and the same cheque was disnoured on the presentation for the reason 'funds insufficient' as per Ex.P4. In view of the above reason it is crystal clear that the complainant has proved that the accused had issued the Ex.P3 cheque for an amount of Rs.23,18,371/- for the discharge of his liability and the same is returnd with memo as per Ex.P4 for the reason 'funds insufficient'. The entire burden is on the accused to rebut the presumption u/s 139 of N.I Act.

16. As per the law laid down in the following case on Hon'ble Supreme Court in:

2019 SAR 2446 (Criminal) 309 Supreme Court, ( Bir Singh v/s Mukesh Kumar).

(E) Negotiable Instruments Act (26 of 1881), S, 138, CC.No.6657/2019 139 - Dishonour of cheque - Presumption as to legally enforceable debt - Rebuttal - Onus to rebut presumption that cheque issued in discharge of debt or liability is on accused. (Para 36) (G)Negotiable Instruments Act, (26 of 1881), Ss.138, 139 - Presumption as to legally enforceable debt - Rebuttal - Signed blank cheque- If voluntarily presented to payee, towards payment, payee may fill up amount and other particulars and it in itself would not invalidate cheque - Onus would still be on accused to prove that cheque was not issued for discharge of debt or liability by adducing evidence.

(Para-38).

(H) Negotiable Instruments Act (26 of 1881), Ss, 138- Dishonour of cheque - Complainant can fill up amount or particulars in blank cheque. (Para 38).

(J)Negotiable Instrument Act 26 of 1881), Ss. 138, 139 - Dishonour of cheque - Absence of finding CC.No.6657/2019 that cheque was not signed by accused or not voluntarily made over to payee- No evidence regarding circumstances in which blank signed cheque given to complainant - Cheque

presumed to be filled in by complainant being payee in presence of accused, at his request or with his acquiescence- No change in amount, its date or name of payee- Subsequent filing in of an unfilled signed cheque is not alteration- Accused liable to be convicted. This ruling is applicable to the present facts and circumstances of the case since in para-36, 37, 38 & 40 the Hon'ble Supreme court has clearly laid down the dictum of law that the onus to rebut the presumption u/s 139 that the cheque has been issued in discharge of a debt or liability is on the accused and the fact that the cheque may be post dated does not absolve the drawer of the cheque of a penal consequences of sec.138 of the N.I Act.

17. On perusal of the said ruling the Hon'ble CC.No.6657/2019 Supreme Court had made it very clear that if a signed blank cheque is voluntarily presented to a payee, towards some payment, the payee may fill of the amount and other particulars. This in itself would not invalidate the cheque. The Onus would still be on the accused to prove that the cheque was not in discharge of debt or liability by adducing evidence. It is further held that even blank cheque leaf, voluntarily signed and handed over by the accused, which is towards some payment, would attract presumption u/s 139 of the Negotiable Instrument Act, in the absence of any cogent evidence to show that the cheque was not issued in discharge of a debt. It is also held that the provisions of Sec.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 adduces evidence to rebut the presumption that the cheque had been issued for payment of a debt or in discharge of a liability. It is immaterial that the cheque may have CC.No.6657/2019 been filled in by any person other than the drawer, if the cheque is duly signed by the drawer. Further in para-36 the Hon'ble Supreme Court makes it clear that the burden is on the accused to rebut the presumption u/s 139 of N.I Act that the cheque/Ex.P3 with signature Ex.P3(a) in the instant case issued by the accused was not in discharge of legal debt and liability but in the instant case there is clear admission by the accused that the disputed cheque Ex.P3 and the signature Ex.P3(a) on the said cheque belongs to him and he had issued as per the condition No.6 mentioned in the declaration for the discharge of his legal debt and liability. In view of the dictum of law laid down in the above referred judgment and on appreciating the evidence of the accused and complainant it is crystal clear that the accused failed to rebut the presumption existing u/s 139 N.I Act in favour of the complainant.

18. At this juncture I would also like to refer the ruling CC.No.6657/2019 reported in:

AIR 2019 SUPREME COURT 1876 Rohitbhai Jivanlal Patel v/s State of Gujarat and another (A) Negotiable Instruments Act (26 of 1881), Ss.

138, 139 - Dishonour of cheque - Rule of Presumption of innocence of accused - Cannot be applied with same rigour to offence u/s 138, particularly where presumption is drawn that holder received the cheque for discharge, the debt or liability.

(B) Negotiable Instruments Act (26 of 1881), Ss.118, 138 - Dishonour of cheque - Presumption in favour of holder - All basic ingredients of Ss.138, 118 and 139 are apparent on fact of record - Therefore, it is required to be presumed that cheques in question were drawn for consideration and complainant received it is discharge of an existing CC.No.6657/2019 debt.

(D) Negotiable Instruments Act (26 of 1881), Ss. 138, 139 - Dishonour of cheque - Principles of presumption - Once presumption of existence of legally enforceable debt drawn in favour of complainant, onus is shifted on accused - unless onus is discharged by accused that preponderance of probabilities are tilting in his favour, doubt on case of complainant cannot be raised for want of evidence regarding source of funds for advancing loan to accused.

On perusal of the ruling it is found that the ruling is applicable to the present facts and circumstances of the case. It is clearly held that all basic ingredients of Sec.138, 118 and 139 are apparent on actual record then it is required to be presumed that the cheque in question was drawn for consideration and the holder of the cheque i.e a complainant had received the same in discharge of an existing debt. The onus shifts on the CC.No.6657/2019 accused who has to establish by probable defence so as to rebut such a presumption but in this case the accused has utterly failed to produce probable defence that the cheques were not issued in discharge of legal debt and liability. It is clearly held in the said judgment that unless the onus is discharged by accused that preponderance of probabilities are tilting in his favour, doubt on case of complainant cannot be raised.

19. At this juncture I would also like to discuss the citation reported in AIR 2018 Hon'ble Supreme Court 3601 (T.P Murugan (Dead) Thr.Lrs.V Bojan AND Posa Nandhi Rep.Thr, POA Holder, T.P Murugan v. Bojan) In this ruling at para-8 the Hon'ble Supreme Court has laid down the dictum of law that u/s 139 of the N.I Act, once a cheque has been signed and issued in favour of the holder, there is statutory presumption that it is issued in discharge of a legally enforceable debt or liability by referring to K.N.Beena v/s CC.No.6657/2019 Muniyappan and Another, (2001) 8 SCC 458, para-6 and Rangappa v/s Shrimohan (2010) 11 SCC 411, para 26 . It is further held that the presumption is a rebuttable one, if the issuer of the cheque is able to discharge the burden that it was issued for some other purpose like security for a loan.

The dictum of law laid down by Hon'ble Supreme Court in this case is aptly applicable to the fact and circumstances of the present case since accused has utterly failed to rebut the presumption u/s 139 of N.I Act existing in favour of the complainant that the cheque Ex.P3 issued by him is not for discharge of any legal debt or liability. Per contra, the complainant has proved the case by overwhelming evidence to establish that the accused has issued the cheque for discharge of his legal debt and liability as per the terms and condition mentioned in the declaration Ex.P3.

20. The learned counsel for the complainant has CC.No.6657/2019 produced zerox copy of decision reported in Crl Appeal No.1857 of 2019 dt:03.02.2021 where in also his lordship held that Sec.138 of the N.I Act does not bar the conviction of the accused if the debt or liability due by him is found less than the amount reflected in the cheque as long as it is proved that the cheque in question was voluntarily issued in discharge of the whole or part of the debt. The difference in the amount shown in the cheque and the actual amount due by the drawer as on the date of presentation of the cheque may be relevant factor to determine the fine or compensation for the loss cause to the complainant. Here in the present case also the complainant has filed ExP3 cheque for Rs.23,18,371/- whereas total due amount from the accused company is Rs.43,18,371/-. The above decision submitted by the learned counsel for the accused is aptly applicable to the case of the complainant.



21. The learned counsel for the complainant has CC.No.6657/2019 submitted another decisions reported in Crl. Appeal No.123/2021 of the Hon'ble Supreme Court wherein they have referred the Judgment passed in 2019 SAR 2446 (Criminal) 309 Bir Singh V/s Mukesh Kumar. The said judgment is discussed in detailed above in the judgment.

It is pertinent to note that the learned counsel for the accused has taken specific contention that notice issued by the complainant is not served on the accused. In this regard the complainant has produced Ex.P5, and 6 & 6(a) which are copy of legal notice, postal receipt.

22. On this point regarding service of notice I would like to reproduce the principle laid down by the Hon'ble Apex Court of India in a decision reported in 2007 (3) Crimes 120 (SC) (C.C. Alavi Haji V/s Palapetty Muhammed & Anr), 2007 AIR SCW 3578 (C.C. Avavi Haji v/s Palapetty Muhammed & Anor).

CC.No.6657/2019 On perusal the said ruling it is found that the Hon'ble Supreme Court held at para- 8 that :

Sec.138 of the act does not require that the notice should be given only by 'post', yet in a case where the sender as a dispatched the notice by post with correct address written on it, the principle incorporated in section 27 of the General Clause Act 1897 (for short GC Act) could profitably be imported in such a case. It was held that in this situation service of notice is deemed to have been affected on the sendee unless he proves that it was not really served and that he was not responsible for such non service. Further at para -10 it is held that : The requirement of clause (b) of the provisions of Sec.138 of the Act stands complied with and cause of action to file a complaint arises CC.No.6657/2019 on the expiry of the period prescribed in clause (c) of the said proviso to Sec.138 for payment by the drawer of the cheque. Nevertheless it would be without prejudice to the right of the drawer to show that he had now knowledge that the notice are brought to his address.

This ruling is aptly applicable to the present case on hand since the notice has been duly served to the accused as per endorsement of the postal acknowledgment and courier Ex.P6 to 11 and also notice has been sent to the address of accused as shown in the complaint. On perusal of the same, I am of the opinion in the instant case the complainant has overwhelmingly proved that notice has been served to the proper and correct address of the accused and he as complied the provisions u/s 138(b) of the N.I Act.

23. On perusal of the entire documents and CC.No.6657/2019 evidence placed on record, I am of the opinion the complainant has successfully proved that the accused had issued Ex.P3 cheque for Rs.23,18,371/- and on presentation of the same has been returned with endorsement 'funds insufficient' even after service of legal notice the accused has not paid the cheque amount hence, in the considered view of this court the complainant has proved that the accused has committed on offense punishable u/s 138 of N.I Act. Hence, I answer the above point No.1 in the affirmative.

24. Point No.2:- On perusal of the materials placed on record it appears that accused is 57 years & doing business. Considering the same, if the accused is sent to jail it would hamper the future of the accused and also cause problem to his family members. Having regard to the said facts and circumstances, prevailing rate of interest in the nationalized bank and litigation expenses I proceed to pass the following:

CC.No.6657/2019 ORDER The accused is found guilty for the offence punishable u/s 138 of N.I. Act.

Acting u/s 255(2) of Cr.P.C. the accused is convicted and sentenced to pay fine of Rs.23,40,000/-, in default shall undergo simple imprisonment for six months.

Out of fine amount of Rs.23,40,000/- a sum of Rs.23,35,000/- is ordered to be paid to the complainant towards compensation u/s 357(3) of Cr.P.C. and the balance amount of Rs.5,000/- shall be remitted to the State.

The bail bond executed by the accused shall stand canceled.

Supply free copy of the judgment to the accused. (Dictated to Stenographer directly on the Computer, taken print out corrected, signed by me and then pronounced in the open court this the 8 th day of March, 2021) { (PRUTHVIRAJ VERNEKAR) XXVIII Addl. Chief Metropolitan Magistrate, Bengaluru.

CC.No.6657/2019 ANNEXURE Witnesses examined for the Complainant:-

PW1 : Sri. Sampath Chanchewadi Witnesses examined for the accused:-

DW1 : Pattan Ameer Ali Khan Documents exhibited by the Complainant:-

Ex.P1 : C/c of Authorization letter Ex.P2 : 45 invoices Ex.P3 : Cheque Ex.P3(a) : Signature of the accused Ex.P4 : Bank memo Ex.P5 : Office copy of the legal notice Ex.P5(a)to(c): 3 Postal receipts Ex.P6to8 : Postal acknowledgements Ex.P9 to11: Courier receipts Ex.P12 : Complaint Ex.P13 : Ledger account Ex.P14 : C/c of Notice and acknowledgement Ex.P15 : Complaint given by accused to the complainant Ex.P16 : Service report Ex.P17 : Delivery challan Documents exhibited by the Accused:- Ex.D1 : C/c of CC.No.756/2018 Ex.D2 : C/c of purchase order Ex.D3 : C/c of Purchase order Ex.D4 : Ledger account Ex.D5 : e-mail correspondents XXVIII Addl. Chief Metropolitan Magistrate, Bengaluru.

CC.No.6657/2019

Judgment pronounced in

the

ORDER

The accused is found guilty for the offence punishable u/s 138 of N.I. Act.

Acting u/s 255(2) of Cr.P.C. the accused is convicted and sentenced to pay fine of Rs.23,40,000/-, in default shall undergo simple imprisonment for six months.

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Supply free copy of the judgment to the accused.

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