

# In The Presence Of Witnesses. After ... vs No.2 And 3 Was Recorded. They Have ... on 2 August, 2016

SCCH-14

1

CC.No.21078/2013

IN THE COURT OF THE XL ADDL.CHIEF METROPOLITAN  
MAGISTRATE, BANGALORE CITY.  
SCCH-14

PRESENT: Basavaraj Chengti., B.Com.,LL.B.,(spl)  
XL ACMM,  
BANGALORE.

C.C.No.21078/2013

Dated this the 2nd day of August 2016

- |    |  |   |
|----|--|---|
| 1. | Sl.No. of the case                       | C.C. No.21078/2013  |
| 2. | The date of Institution                  | 23.05.2013  |
| 3. | The date of commencement of the evidence | 14.08.2015  |
| 4. | Name of the Complainant                  | Sri.N.Arvind<br>S/o Late N.Narayaswamy,<br>Aged about 37 years,<br>Residing at No.8/18,<br>'D' main,<br>Basappa Garden,<br>Muneshwara Block,<br>Pipeline, Malleshwaram,<br>Bangalore-560003.  |
|    |  | (By pleader Sri KCS)  |
| 5. | Name of the Accused                      | 1. M/s Polyklad Structural's<br>Private Limited.<br>Regd. Off: No.42,<br>Industrial Suburb,<br>Yeshwanthapura 2nd stage,<br>Opp; Modern Bread factory.<br>Bangalore-560022.<br>Rep by its Managing Director<br>Sri.S.D.Phaneendra<br>CC.No.21078/2013 |
- SCCH-14
- 2

2. Sri.S.D.Phaneendra  
Managing Director

M/s Polyklad Structural's  
Private Limited.

R/at No.2, Shiva Shankari  
Nilaya, Vidyaranyapura,  
B.G.B.E.L 6th stage,  
KDP temple Road,  
Bangalore - 560097.

3. Sri.T.P.Ramesh  
Director  
M/s Polyklad Structural's  
Private Limited.  
Regd. Off: No.42,  
Industrial suburb,  
Yeshwanthapura 2nd stage,  
Opp; Modern Bread factory.  
Bangalore-560022.  
(By pleader Sri RNN)

6. The offence complained of or proved	Under Sec.138 of N.I. Act.
7. Plea of the accused on his examination	Pleaded not guilty
8. Final Order	Accused is convicted
9. Date of such order	02.08.2016.

XL ACMM,  
BANGALORE.

SCCH-14

3

CC.No.21078/2013

#### JUDGMENT

This is a complaint filed by the complainant against the accused for the offence punishable U/Sec.138 of Negotiable Instruments Act (hereinafter called the Act).

#### 2. Brief averments of the complaint are as under:

The accused have approached the complainant on 01.09.2012 for hand loan of Rs.24,00,000/- for improving their business stating that they have received several orders from Foreign and they require financial arrangement for short period.

The complainant has paid Rs.20,00,000/- and Rs.4,00,000/- totaling to Rs.24,00,000/- to the accused in cash after withdrawing portion of the amount from his Sree Anjaneya Co-operative Bank Ltd, Link Road, Malleshwaram and Syndicate Bank, Sheshadripuram Branch, Bangalore accounts and by utilizing the other savings and private borrowing from his relatives. The accused have

assured the complainant to repay the entire hand loan of Rs.24,00,000/- within 6 months as they are expecting huge profit within 3 months. The accused No.2 was known to the complainant through his brother-in-law Mr.C.R.Srinivas who guaranteed the complainant about repayment by the accused within 5-6 months. After receiving the hand loan, the accused No.2 as managing director of the accused No.1 has executed an on demand promissory note for Rs.20,00,000/- with consideration receipt dated 01.09.2012 in favour of the complainant in the presence of witnesses. After repeated requests and reminders, the accused had issued cheques bearing no.893916 and 893946 both dated 25.03.2013 drawn on Punjab National Bank for Rs.14,00,000/- and Rs.10,00,000/- respectively. The accused had issued acknowledgement of debt and confirmed the issuance of the cheques. As per the instructions, the complainant has presented the cheques for encashment through his banker Syndicate Bank, Sheshadripuram Branch, Bangalore on 26.03.2013. Both the cheques were returned with banker's endorsement as "Account Blocked" on 28.03.2013. Then, the complainant got issued a legal notice on 05.03.2013 demanding the payment of amount of the cheques. The notice sent through RPAD was duly served upon the accused on 10.04.2013. In spite of receipt of notice, the accused have failed to pay the amount of cheques. Hence, the complainant has filed this complaint against the accused for offence punishable U/Sec 138 of the Act and sought for punishing the accused in accordance with law.

3. In the pursuance of complaint, cognizance of offence was taken and PCR No.11396/2013 was registered. Sworn statement of the complainant was recorded. After hearing the complainant and his counsel, the court found sufficient material to issue process against the accused for the offence punishable U/s 138 of the Act. Subsequently, this criminal case came to be registered and process against the accused for the offence punishable U/Sec.138 of the Act was issued. The complaint was presented before 13th ACMM, Bangalore and it was made over to 19th ACMM, Bangalore. Later, it came to be transferred to this court. In pursuance of the process, the accused no.2 and 3 have appeared before the court through their counsel. The accused no.1 is company and it is represented by the accused no.2 and 3 who were enlarged on bail. Plea of the accused no.2 and 3 was recorded. They have pleaded not guilty and hence, the complainant was called upon to prove his case.

4. During evidence, the complainant has examined himself as PW.1 and examined his brother Venkatesh as PW-2 and got marked documents as Ex.P1 to Ex.P17. Then, statement of accused no.2 and 3 was recorded. They have entered their defence and examined the accused no.2 as DW.1 and got marked copies of their passport as Ex.D1 and 2.

5. Heard the arguments and perused the records.

6. Now the points arise for my consideration are:

1. Whether the complainant has proved that the accused have issued Ex.P-1 and 2 cheques in his favour towards discharge of legally enforceable debt without maintaining sufficient balance in his bank account and failed to pay the amount of cheques within time in spite of service of demand notice?

2. What order ?

7. My findings are:

POINT NO.1 : In Affirmative. POINT NO.2 : AS PER FINAL ORDER.

#### REASONS

8. POINT NO.1: It is the case of the complainant that the accused have borrowed Rs.24,00,000/- from him on 01.09.2012 and promised to repay it within 6 months, that the accused have issued Ex.P1 and 2 cheques for Rs.10,00,000/- and Rs.14,00,000/- respectively in his favour towards discharge of legally enforceable debt which came to be dishonoured for reason "Account blocked", that the accused have failed to pay amount of cheques within time inspite of service demand notice and thereby committed the offence punishable U/s 138 of the Act. Hence, he has sought for convicting the accused and punishing them in accordance with law.

9. PW.1:Arvind is the complainant and he has deposed as per the averments of the complaint. PW.2:Venkatesh is the brother of the complainant and he has support the version of PW.1 regarding borrowing the loan Rs.24,00,000/- by the accused from the complainant on 01.09.2012, regarding issuance of cheques at Ex.P1 and 2 in favour of the complainant towards discharge of legally enforceable debt and regarding dishonour of said cheques by the banker of the accused. The complainant has produced cheques in question, bank memo, copy of legal notice, postal receipts, acknowledgments, promissory note, consideration receipt, letter of accused no.2, pass books and rental agreement to corroborate the evidence of PW.1 and 2 which are marked as Ex.P1 to 17. His counsel has relied upon following rulings:

1. 2013 ACI SCW 597: MSR Leathers Vs., S.Palaniappan & Anr.,
2. 2012 (6) KLJ 164: B.H Lakshminarayana Vs., Smt.Girijamma
3. 2013(4) AKR 57: Vijendra S/o Laxmana Rao Naiker Vs., S.D Hosamani & Anr.,
4. 2013 (4) AKR 419: Smt. Araja Vs., Smt.Anasuya Devi
5. ILR 2013 KAR 4493: M.S Srikara Rao Vs., H.C Prakash

10. The accused have denied the case of the complainant as false and contended that they have not borrowed any amount from the complainant who is not capable of lending Rs.24,00,000/- , that Ex.P1 and 2 were issued in blank by them to Mr.C.R Srinivas in connection with money transaction with blank signed letter head, that the said Mr.C.R Srinivas has delivered the said cheques and letter head to the complainant who misused the same and filed false complaint against them at the instance of Mr.C.R Srinivas, that they have got their account blocked after coming to know about the misuse of their cheques and letter head. They have further contended that the accused no.1 company has closed its business, that the cheques at Ex.P1 and 2 were issued for making payment of material purchased from one Insulation company, that those cheques were handed over to Mr.C.R Srinivas who is the brother-in-law of the accused no.2, that the said cheques were missing and they have

issued fresh cheques to Insulation India Company, that since Mr.C.R Srinivas is a close relative, no complaint was filed against him, that as a safety measure, they have closed their bank account, that they have not received alleged notice and they came to know about the case when warrant came to them, that they have not issued Ex.P1 and 2 cheques to the complainant and they are not liable to pay the amount of cheques to him. They have also contended that they were not in Bangalore on 01.09.2012 and question of borrowing any amount from the complainant does not arise. Hence, they have sought for their acquittal from the alleged accusation.

11. The accused no.2 and 3 have denied all incriminating evidence against them as false during their statement. They have admitted about their status in respect of the accused no.1 company and denied the issuance of cheques to the complainant and service of notice. The accused no.2 has stated that the cheques were given to third party for some other reason and they were misused. The accused have examined DW.1:Phaneendra and got marked copies of passports as Ex.D1 and 2. Evidence of DW.1 is as per the defence of the accused. Contents of Ex.D1 and 2 support the version of DW.1 to the extent that the accused no.2 and 3 were not in station on and about 01.09.2012.

12. The counsel for the complainant has argued that object of enacting Sec.138 is to promote and inculcate faith in the efficacy of banking system and its operations as held in ruling reported in 2013 AIR SCW 597, that the accused have admitted their signatures on the cheques, that writing on the cheques is of the accused which indicates their liability towards the complainant, that the complainant has complied all requirements of Sec.138 of the Act and burden was upon the accused to rebut the presumptions U/Sec.118 and 139 of the Act which is not discharged, that ruling reported in 2013 (6) KLJ 164 is applicable to the present facts, that the accused have specifically contended about delivery of cheques to Mr.C.R Srinivas, but they have failed to examine him which is fatal to their defence as held in ruling reported in 2013(4) AKR 57, that the accused have failed to rebut the presumptions and Ex.D1 and 2 are not sufficient to disbelieve the case of the complainant. He has drawn my attention to portions of passports and argued that there is no punching of number in the portion in which traveling of the accused no.2 and 3 to abroad is mentioned and as such the said documents are created for this case. He has further argued that the cheques were dishonoured for reason "Account blocked" and said reason also attracts penal provision as held in ruling report in ILR 2013 KAR 4493, that evidence of PW.1 is corroborated by the evidence of PW.2 and documents at Ex.P1 to 17 which prove the case of the complainant, that the accused have not taken any action against Mr.C.R Srinivas for misuse of cheques, that they have not produced any evidence to prove that they issued said cheques for making payment to Insulation India Company. Hence, he has sought for convicting the accused and punishing them with fine double the amount of cheques.

13. The counsel for accused has argued that evidence of DW.1 and contents of Ex.D1 and 2 establish that the accused no.2 and 3 were not in Bangalore on 01.09.2012 and they left Bangalore to go to China and other places on 27.08.2012 and came back to Bangalore on 03.09.2012, that when the accused were not in Bangalore, question of their borrowing Rs.24,00,000/- from the complainant on 01.09.2012 does not arise and on this count only, the case of the complainant falls on the ground. He has further argued that the complainant is running a medical shop with income of Rs.20,000/- per month and he was never having Rs.24,00,000/- in his bank account at any point of time and as such he has no capacity to lend that much of amount to the complainant, that PW.2 is none other

than the brother of the complainant and his evidence cannot be believed as he is an interested witness, that though amount lent is stated to be Rs.24,00,000/-, but pronote is for only Rs.20,00,000/-, that the amount was stated to be lent without interest which is improbable, that the accused would have issued a single cheque for Rs.24,00,000/- if they had to pay the amount, that no notice was served upon them as alleged by the complainant, that the accused have delivered the cheques in blank duly signed with signed blank letter head to brother-in-law of the accused no.2 by name Mr.C.R Srinivas to make payment of Insulation India Company and their cheques and letter head are being misused and false complaint came to be filed against them at the instance of Mr.C.R Srinivas, that since, Mr.C.R Srinivas is a close relative of the accused no.2, no legal action is initiated, that the accused have successfully rebutted the presumptions and the complainant has failed to prove the lending of money to the accused, that Ex.D1 and 2 falsify the alleged fact of lending of amount by the complainant, that the complainant has utterly failed to prove his case. Hence, he has sought for acquittal of the accused.

14. The admitted facts of the case are that the accused no.1 is a registered company of which the accused no.2 is managing director and the accused no.3 is director. The cheques at Ex.P1 and 2 are drawn on an account maintained by the accused in Punjab National Bank, Malleshwaram, Bangalore which bear the signatures of the accused no.1 and 2 who are the authorized signatories of the accused no.1. The accused have blocked their bank account pertaining to Ex.P1 and 2 cheques and that is why the cheques came to be dishonoured for the reason "Account blocked" vide Ex.P3 memo dated 28.03.2013. Promissory note, consideration receipt and letter of acknowledgement at Ex.P12 to 14 bear the seal of the accused no.1 and signature of the accused no.2.

15. The cheques are dated 25.03.2013 and were presented for encashment on 26.03.2013. Copy of notice at Ex.P4 is dated 05.04.2013. Postal receipts at Ex.P5 to 8 reveal that the notice was sent to accused no.1 to 3 and Mr.C.R Srinivas by RPAD on 09.04.2013. Acknowledgements at Ex.P9 to 11 disclose that the notice at Ex.P4 was served on the accused no.1, 3 and on Mr.C.R Srinivas on 10.04.2013. Promissory note and consideration receipts at Ex.P12 and 13 go to show that the accused no.2 has received Rs.20,00,000/- from the complainant on 01.09.2012 for the accused no.1 and promised to repay it on demand. Passbooks at Ex.P15 and 16 reveal that the complainant has withdrawn Rs.60,000/- on 08.08.2012, Rs.8,40,000/- on 31.08.2012 and Rs.5,01,000/- on 01.09.2012 from his SB Accounts. Ex.P17 is rental agreement between Jayalakshmi and Mohankumar and it reveals that Mohan Kumar had paid Rs.5,00,000/- to Jayalakshmi on 10.05.2009 which were repaid to Mohan Kumar on 25.08.2012. Ex.D1 and 2 disclose that the accused no.2 and 3 left Bangalore on 27.08.2012 to go to China, Hongkong and other places and came back to Bangalore on 03.09.2012. The complaint was filed on 23.05.2013.

16. The cheques at Ex.P1 and 2 are drawn in favour of the complainant for Rs.10,00,000/- and Rs.14,00,000/- respectively. They were presented for encashment within validity period. They were dishonoured on 28.03.2013. Notice at Ex.P4 was issued within 30 days. It was sent by RPAD to the accused no.1 to 3 and to Mr.C.R Srinivas. The notice was duly served on the accused no.1 and 3 and on Mr.C.R Srinivas on 10.04.2013. The accused have not denied the correctness of address shown in the notice. Hence, it can be said that notice was sent to correct address of the accused through prepaid postal service. DW.1 has denied the service of notice, but Ex.P9 and 10 falsify his denial. The

notice was duly served on the accused no.1 and 3. Then, it is deemed to be served on the accused no.2. Secondly, notice was sent to correct address of the accused no.2 by prepaid postal service. Hence, presumption U/Sec.27 of General Clauses Act comes in to play and it shall be deemed that the notice was duly served on the accused no.2. There is nothing on record to believe that there was no chance of service of notice upon the accused no.1 to 3 on the address shown in Ex.P5 and notice was in fact not served on any of them. Hence, I hold that the notice was duly served on the accused no.1 and 3 and it is deemed to be served on the accused no.2 on or about 10.04.2013. There was 15 days time to pay the amount of cheques. It came to be expired on 25.04.2013. Cause of action for filing complaint arose on 26.04.2013. The complaint filed on 23.05.2013 is well within time. Thus, the complainant has complied all requirements of Sec.138 and 142 of the Act. He has discharged his primary burden. Hence, presumptions U/Sec.118 and 139 of the Act shall be drawn in favour of the complainant. The court is bound to believe that the cheques at Ex.P1 and 2 were issued by the accused in favour of the complainant for consideration and towards discharge of legally enforceable debt or liability. The accused has to rebut the presumptions by probable defence. Degree of proof required from him is by preponderance of probability.

17. The cheques were in custody of the complainant. He has produced those cheques before the court and are at Ex.P1 and 2. Not only cheques, one more negotiable instrument i.e., promissory note and consideration receipt for Rs.20,00,000/-, letter head regarding issuance of cheques by the accused to the complainant were in the custody of the complainant which are at Ex.P12 to 14. There is no evidence to believe that the complainant has obtained the cheques, pronote, consideration receipt and letter bearing signature of the accused no.2 with seal of the accused no.1 company by illegal means. The defence of the accused regarding parting with cheques can be gathered from following portion of cross of PW.1:

"It is false to suggest that there was money transaction between Srinivas and the accused persons and in that connection, Srinivas had obtained blank signed cheque, blank signed promissory note and blank signed letter head from the accused. It is false to suggest that the said Srinivas delivered those blank signed documents to me and got filed this complaint in my name. It is false to suggest that I am used as an instrument by Srinivas to file this complaint against the accused".

"It is false to suggest that I have misused those cheques by obtaining them from Srinivas".

18. The accused have deviated from the said defence during evidence of DW.1 who has stated as under during his examination-in-chief:

"One C.R. Srinivas is my brother-in-law. In the year 2010-11, we have purchased some materials from one insulation company. We were supposed to issue cheques for payment of amount of said material. I have signed those cheques to give it to such insulation company. The accused no.3 was not in station. Since, I was going out of station, I left those cheques with Srinivas for getting the signatures of the accused no.3 and to deliver the same to insulation company.

Within 3 days the accused no.3 has put his signatures on Ex.P1 and Ex.P2. Those cheques remained with Srinivas. He was supposed to deliver the said cheques to concerned insulation company for payment of material. In the mean time myself and the accused no.3 went to aboard and there was delay of arrival of material also. After coming back to Bangalore, we verified about the payments. The said cheques were missing. We have made payment of material to insulation company by issuing fresh cheques. We have enquired Srinivas regarding those cheques. He told that the cheques are misplaced and he will return by tracing them".

He has shown ignorance in cross examination as to how the cheques went to the hands of the complainant. He has stated as under in that regard:

"We are clueless as to how our cheques went to the custody of the complainant".

There is no evidence to believe that the said Mr.C.R Srinivas and the complainant are colluded together and misused the cheques and letter head of the accused. There is no enmity between the complainant and the accused. So, there is nothing on record to hold that the complainant has filed a false complaint against the accused by misusing cheques and letter head. Similarly, DW.1 has stated about issuance of blank cheques to Mr.C.R Srinivas to make payment of amount to Insulation India Company. If it was so, there was no reason for him to execute letter head, pronote and consideration receipt. On careful perusal of letter at Ex.P14, it reveals that it was signed by the accused no.2 only after writing of contents in it. There is no reason to believe that the said letter was signed in blank, that it is misused and its contents of created.

19. Secondly, the amount of cheques is not a small amount. If the said Mr.C.R Srinivas had misused the cheques and had given them to the complainant to file this complaint, then the accused would not have kept quite. They would have definitely initiated legal action against the complainant and Mr.C.R Srinivas. They would have issued notice to them in that regard. But they have not done so. Their conduct clearly indicates that there is no truth in the said defence.

20. Thirdly, Ex.P4 to 11 reveal that the complainant has issued notice to the accused no.1 to 3 and Mr.C.R Srinivas calling upon them to pay the amount of cheques and it was served upon them. No reply was given by any of them. They kept quite as if nothing is happened. Their conduct is not of a prudent man. Their silence indicates their guilty mind. Failure on their part to reply the notice is fatal to their defence. Thus, the defence of the accused is baseless and is liable to be rejected. They have not examined Mr.C.R Srinivas to prove the delivery of cheques to make payment of amount to Insulation India Company. There is no explanation by the accused regarding execution of pronote, consideration receipt and letter of acknowledgement at Ex.P12 to 14. Though, the amount shown in Ex.P15 to 17 falls short of Rs.24,00,000/-, it is not a ground to disbelieve the contents of cheques which are in the hand writing of one of the accused. Only date is in different ink and handwriting which does not take away the validity of cheques. When the cheques are issued by the accused by mentioning the name of the complainant, they cannot be permitted to deny their acquaintance with the complainant, to deny the capacity of the complainant to lend Rs.24,00,000/-, to deny the receipt of amount pertaining to said cheques. Ex.D1 and 2 establish the non presence of the accused



no.2 and 3 in Bangalore on 01.09.2012, but they are not sufficient to disprove the case of the complainant. Unless the presumptions U/Sec.118 and 139 of the Act are rebutted, the court cannot disbelieve the payment of amount by the complainant to the accused. Evidence of DW.1 remained uncorroborated and conduct of the accused is not of a prudent man. There is no proper evidence and explanation by the accused as to how their cheques went to the hands of the complainant. Their defence in that regard is improbable and unbelievable. Evidence of DW.1 suffers from material inconsistencies and is not sufficient to prove the said defence. Uncorroborated testimony of DW.1 does not inspire the confidence of the court to believe that the accused have issued blank signed cheques with blank signed letter to Mr.C.R Srinivas to give them to Insulation India Company which were misused to file this case. Hence, I disbelieve the evidence of DW.1 and hold that the presumptions U/Sec.118 and 139 of the Act which are drawn in favour of the complainant remained unrebutted. The accused have failed to prove their defence by preponderance of probability. Entries in Ex.P15 and 16 reveal that the complainant was having capacity to lend Rs.24,00,000/-. Failure on the payment of complainant to pay the amount through cheque and to prove the availability of Rs.24,00,000/- with him on relevant time is not fatal as presumptions U/Sec.139 of the Act is also regarding existence of debt or liability. The complainant need not prove the payment of Rs.24,00,000/- to the accused on a particular date. Issuance of cheques in his name by the accused is sufficient to presume the payment of amount to the accused. The argument canvassed by the counsel for the accused holds no water. Evidence of PW.1 and 2 and contents of Ex.P1 to 17 substantiate the averments of the complaint. Evidence of DW.1 is unbelievable. Ex.D1 and 2 are not sufficient to discard the oral and documentary evidence of complainant. It is evident that the accused have issued Ex.P1 and 2 cheques in favour of the complainant towards repayment of borrowed amount. They blocked their bank account and made the cheques to dishonour. They have received the notice, but did not reply it. They have failed to pay the amount of cheques within time and thereby committed the offence punishable U/Sec.138 of the Act. The accused are liable for conviction. The ruling at Sl.No.1 to 3 and 5 as relied by the complainant are applicable to this case. I am of the opinion that the complainant has succeeded to prove the point and I answer the same in affirmative.

21. POINT NO.2: In view of above discussion and finding, I pass following:

ORDER The accused are found guilty and are convicted U/s 255(2) of Cr.P.C. for the offence punishable U/s 138 of the Negotiable Instruments Act.

The accused are sentenced to pay a fine of Rs.48,00,000/-. In default of payment of fine amount, the accused no.2 and 3 have to undergo SI for 6 months each.

Out of fine amount, Rs.47,90,000/-

shall be paid to the complainant as compensation.

The bail bonds of the accused no.2 and 3 stand cancelled.

(Dictated to the Stenographer, directly on computer and then corrected by me and pronounced in the open court, on this the 2nd day of August 2016.) BASAVARAJ CHENGTI XL ACMM, BANGALORE.

**ANNEXURE LIST OF WITNESSES EXAMINED ON BEHALF OF THE COMPLAINANT:**

P.W.1            -    N Arvind  
P.W.2                   N Venkatesh

**LIST OF DOCUMENT MARKED ON BEHALF OF THE  
COMPLAINANT:**

Ex.P1            - Cheque  
Ex.P1(a)        - Signature of Accused  
Ex.P2            - Cheque  
Ex.P2(a)        - Signature of Accused  
Ex.P3            - Bank Memo  
Ex.P4            - Copy of Notice  
Ex.P5 to  
Ex.P8            - Postal Receipts  
Ex.P9 to  
Ex.P11           - Acknowledgements  
Ex.P12           - Promissory note  
Ex.P12(a)       - Signature of accused.  
Ex.P13           - Consideration Receipt  
Ex.P13(a)       - Signature of accused  
Ex.P13(b)       -Signature of Venkatesh  
Ex.P14           - Letter of Accused  
Ex.P15           - Pass book of Syndicate Bank  
Ex.P15(a)       - Relevant Entry  
Ex.P16           - Pass book of Anjaneya  
                      Co-Operative Society  
Ex.P16(a)       and  
Ex.P16(b)       - Relevant Entry  
Ex.P17           - Rental Agreement

**LIST OF WITNESSES EXAMINED ON BEHALF OF THE DEFENCE:**

DW.1            Phaneendra

**LIST OF DOCUMENTS MARKED ON BEHALF OF THE  
DEFENCE:**

Ex.D1 & 2 - Copy of Passports

XL ACMM,  
BANGALORE .

Dt.02.08.2016  
C-KCS  
A-RNN  
For Judgment

Judgment pronounced in open court  
vide separate judgment

#### ORDER

The accused are found guilty and are convicted U/s 255(2) of Cr.P.C. for the offence punishable U/s 138 of the Negotiable Instruments Act.

The accused are sentenced to pay a fine of Rs.48,00,000/-. In default of payment of fine amount, the accused no.2 and 3 have to undergo SI for 6 months each.

Out of fine amount, Rs.47,90,000/- shall be paid to the complainant as compensation.

The bail bonds of the accused no.2 and 3 stand cancelled.

XL ACMM,  
BANGALORE .