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on dt: 02-09-2024  
satisfaction of legally enforceable debt as stated above is presented in company's account maintained in ICICI Bank, Addanki Bus Stand Centre, Ongole for collection on 02-09-2024 by informing the same to accused and Mr. Maddineni Srihari / son of accused and at the directions of both of them. The said cheque is returned with unpaid as "Funds Insufficient", on 03-09-2024.

- 0). Further, the complainant's company reserves his right to peruse other legal remedies available to them for the law time being in force.
- 21). The complainant's company learnt that with an intent to cheat them though fully aware that the funds in accused account maintained in her bank are not adequate to honour the cheque presented by complainant and cheated them deliberately. Thus, the accused have rendered herself liable for prosecution Under Section – 318 BNS (Section-420 IPC) in addition to Under Section – 138 of Negotiable Instrument Act.
- 22). So, complainant company got issued legal notice dated 01-10-2024 requesting the accused to pay cheque note amount with interest within 15 days from the date of receipt of the legal notice, knowing above said fact and contents therein, the accused got managed the postal authorities and returned the same with an endorsement "Not in House till 08-10-2024". So, the said notices were returned on 08-10-2024. Despite having knowledge about the contents in legal notice the accused failed to neither replied nor paid the cheque amount.
- 23). Hence, the complainant is inclined to file this complainant.

IV. Cause of Action :-

The cause of action for the case arose within the jurisdiction of Hon'ble Court that when that the accused entered in to Employment Agreement as "Intern" on 20-05-2024 at Ongole, Prakasam District, Andhra Pradesh and when he failed to perform the duties assigned to him and when he agreed to pay the damages and when at the time of entering into "Employment Agreement" the accused agreed to pay Rs. 4,87,000/- towards part payment of damages caused to the Complainant company, in the event breach of terms and conditions of the agreement and when the accused received salary from time to time during training period and when as the accused left the company on 14-08-2024 without any intimation and without following due procedure laid down as the accused have and when as stated above, the accused being mother of Mr. Maddineni Srihari / son of accused issued the cheque bearing No.026084 drawn on Union Bank of India, Kondapi Branch- 523 270 for Rs. 4,87,000/- (Four lakh Eighty-Seven thousand rupees only) issued towards part satisfaction of legally enforceable debt as stated above is presented in company's account maintained in ICICI Bank, Addanki Bus Stand Centre, Ongole for collection on 02-09-2024 by informing the same to accused and Mr. Maddineni Srihari / son of accused and at the directions of both of them and when the said cheque is returned with unpaid as "Funds Insufficient", on 03-09-2024 and when complainant learnt that with an intent to cheat and when the said cheque is returned with unpaid as "Funds Insufficient", on 03-09-2024 and when complainant though fully aware that the funds in his account maintained in accused bank are not adequate to honour the cheque presented by the complainant company and cheated the complainant company deliberately and thus, the accused have rendered himself liable for prosecution Under Section - 318 BNS (Section-420 IPC) in addition to Under Section - 138 of Negotiable Instrument Act and when complainant company got issued legal notice dated 01-10-2024 requesting the accused to pay cheque note amount with interest within 15 days from the date of receipt of the legal notice, knowing above said fact and contents therein, the accused got managed the postal authorities and returned the same with an endorsement "Not in House till 08-10-2024". So, the said notices were returned on 08-10-2024. Despite having knowledge about the contents in legal notice the accused failed to neither replied nor paid the cheque amount after receipt of legal notice., the complainant expect to be compensated at-least for one year which would come at least INR 20,00,000.00 at a minimum towards damages, as such the complainant's company reserves their right to initiate separate proceeding in civil and criminal and for the law time being in force. Hence, the complainant is inclined to file this complainant.