HC-KAR

IN THE HIGH COURT OF KARNATAKA, AT DHARWAD

DATED THIS THE 23RD DAY OF AUGUST 2025

BEFORE

THE HON'BLE MR. JUSTICE C.M. POONACHA

CRIMINAL APPEAL NO. 100030 OF 2018 (A-)

BETWEEN:

SRI. KAMAL KUMAR JAIN
S/O. SHANTILAL JAIN,
AGE: 56 YEARS, OCC: BUSINESS,
PROPRIETOR OF M.K. MINERALS, MAA KRUPA,
7TH CROSS, NEAR BALANJANEYA SWAMY TEMPLE,
M.J. NAGAR, HOSAPETE,
R/BY POWER OF ATTORNEY HOLDER,
B. NISSAR AHAMMAD S/O. B. ABDUL RAHIMAN,
AGE: 49 YEARS, OCC: WORKING AS MANAGER,
IN SHRI BALAJI SWAMI MINERALS LIMITED,
HOSAPETE.

...APPELLANT

(BY SRI. R.H. ANGADI & SRI. PRANAV BADAGI, ADVOCATES)

AND:

1. BENAKA SPONGE IRON PVT. LTD.,
   REGARDING OFFICE AT E-WING,
   2ND FLOOR, KENDRIYA SADAN, KORAMANGALA,
   BENGALURU-560034.

2. AJAY KUMAR BHUWALKA,
   AGE ABOUT 50 YEARS, OCC: DIRECTOR,
   R/O. NO-2996, 12A MAIN, 5TH CROSS,
   HAL, 2ND STAGE, INDIRA NAGAR,
   BENGALURU-560038.

...RESPONDENTS

(BY SRI. V. SHIVARAJ HIREMATH, ADVOCATE FOR R1 & R2)

THIS CRIMINAL APPEAL IS FILED UNDER SECTION 378(2) OF CR.P.C. PRAYING TO ALLOW THE APPEAL; CALL FOR RECORDS; SET ASIDE THE JUDGMENT AND ORDER OF ACQUITTAL PASSED IN C.C.NO.2370/2012, DATED 27/11/2017, PASSED BY THE LEARNED ADDITIONAL CIVIL JUDGE AND J.M.F.C., HOSAPETE, AND CONSEQUENTLY CONVICT THE ACCUSED NO.1 AND 2 FOR THE OFFENCES PUNISHABLE UNDER SECTION 138 OF N.I. ACT, BY ALLOWING THIS APPEAL AND ETC.

THIS APPEAL HAVING BEEN HEARD AND RESERVED FOR JUDGMENT ON 14.08.2025 AND COMING ON FOR PRONOUNCEMENT OF JUDGMENT THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: THE HON'BLE MR. JUSTICE C.M. POONACHA

CAV JUDGMENT

The present appeal is filed under Section 378(4) of the Code of Criminal Procedure, 1973[1], by the appellant/complainant challenging the order dated 27.11.2017 passed in C.C.No.2370/2012 by the Additional Civil Judge and JMFC, Hosapete[2], whereunder, in the complaint filed under Section 200 of the Cr.P.C., the accused Nos.1 and 2 were acquitted of the

[1] Hereinafter referred to as the 'Cr.P.C.'
[2] Hereinafter referred to as the 'Trial Court'

offence punishable under Section 138 of the Negotiable Instruments Act, 1881[3].

2. The relevant facts in a nutshell are that the complainant, who is the proprietor of M.K.Minerals, Hosapete, was engaged in mining business at Hosapete and had business dealings with the accused No.1, a sponge iron manufacturing company. The accused No.2 is the director of accused No.1/Company.

3. The accused No.1 had been purchasing iron ore and allied products from the complainant since 2008 and used to make payments towards the purchase amounts periodically. Between 15.12.2008 and 31.08.2009, the complainant supplied various goods to the accused under multiple invoices, as per its requirements, and the accused also made periodical payments with respect to the supplies made. However, from 30.07.2009 onwards, the accused defaulted in making payments and an amount of ₹1,56,87,624/- remained outstanding. Despite repeated demands and persuasions by the complainant, the accused failed to clear the dues. In July-2011, the accused No.2,

[3] Hereinafter referred to as the 'N.I. Act'

being the Director of accused No.1/Company, issued two cheques bearing Nos.633186 and 633187 dated 31.08.2011 and 30.09.2011 respectively, for a sum of ₹50,00,000/- each, which were drawn on IDBI Bank, Bangalore, branch, towards part payment of the outstanding dues. That the accused also agreed to pay the balance amount due. However, the said cheques were dishonored on presentation, and were returned on 15.02.2012 with the endorsement "insufficient funds". Thereafter, the complainant got issued a legal notice dated 03.03.2012, calling upon the accused to pay the cheque amounts along with the remaining outstanding balance. That the said notice was duly served on the accused on 07.03.2012, but they neither replied to the notice nor made any payment. Hence, the complaint was filed.

4. The accused entered appearance before the Trial Court and contested the proceedings. The Trial Court, vide judgment dated 27.11.2017, acquitted the accused. Being aggrieved, the present appeal is filed.

5. The learned counsel Sri.R.H. Angadi appearing along with the learned counsel Sri.Pranav Badagi for the appellant

contends that issuance of cheques having been admitted by the accused, the Trial Court erred in acquitting the accused. That the accused having not replied to the legal notice, and also not having adduced any evidence, and merely having cross-examined the complainant, has failed to rebut the presumption contained under Section 139 of the N.I. Act. Hence, the learned counsels seeks for allowing of the above appeal.

6. Per contra, the learned counsel Sri.Shivaraj Hiremath, appearing for the respondents/accused, justifies the order passed by the Trial Court and contends that the Trial Court did not have the jurisdiction to entertain the complaint, as the accused has its registered office at Bellary. Hence, it is argued that the complaint before the Trial Court is not maintainable. It is further contended that the accused did not receive the legal notice issued by the complainant intimating the dishonor of cheque. It is also contended that both the cheques not having been marked as exhibits, the same ought not to be relied upon. It is further contended that the Trial Court has rightly noticed that as on the date of issuance of cheque, the amount of

₹1,56,87,624/- as claimed by the complainant, was not due to the accused. Hence, he seeks for dismissal of the above appeal.

7. The submissions of both the learned counsels have been considered, and the material on record including the records of the Trial Court has been perused. The questions that arise for consideration are:

i) Whether the Trial Court was justified in acquitting the accused for the offence punishable under Section 138 of the N.I. Act?

ii) If question No.(i) is answered in the negative, what order?

8. Consequent to the dishonor of cheques dated 31.08.2011 and 30.09.2011, the complainant got issued legal notice dated 03.03.2012 (Ex.P5), whereunder, the accused Nos.1 and 2 were notified regarding the dishonor of said cheques dated 31.08.2011 and 30.09.2011. The accused were called upon to make payment of the amount of ₹1 crore which was due under the said cheques within 15 days, along with the balance outstanding amount of ₹56,87,624/-, as also and the legal notice charges. The postal receipts have been produced as

Ex.P6, and the postal acknowledgement card, demonstrating service of notice to accused No.2, has been produced as Ex.P8. The returned postal cover insofar as accused No.1 is produced as Ex.P10.

9. In the notice (Ex.P5), it is averred that the complainant, who is the proprietor of M.K. Minerals, used to supply iron ore and allied products to accused No.1 (Company), and accused No.2 (Director), and that the accused used to make periodic payments towards the amounts due. It is also averred that the accused have purchased iron ore from the complainant during the period of 15.12.2008 to 31.08.2009 and the amount due as on 30.07.2009 was the sum of ₹1,56,87,624/-. That, towards payment of the said liability, in the month of July-2011, the accused No.2 (Director), has issued cheques to accused No.1 (Company) bearing Nos.633186 and 633187 dated 31.08.2011 and 30.9.2011 respectively for a sum of ₹50,00,000/- each drawn on IDBI Bank, Bangalore branch, and agreed to pay the balance sum of ₹56,87,624/- after realization of the cheques. It is further averred that the accused requested the complainant to present the said cheques on their respective due dates, assuring

that the same would be honoured upon presentation. That, as per the request of the accused, the complainant presented the said cheques in the second week of April-2012, and accordingly when the said cheques were presented for encashment by the complainant, the same were returned with the endorsement "insufficient funds" on 15.02.2012. In the complaint, the complainant has re-iterated the case as averred in the legal notice (Ex.P5).

10. In support of his case, the Power of Attorney holder of the complainant was examined as PW.1. The Special Power of Attorney[4] was marked as Ex.P1. The cheques, dishonour memo, legal notice, postal receipt, and the returned postal cover have also been marked in evidence. The copies of the invoices have been collectively marked as Ex.P13 to Ex.P15 and Ex.P17 to Ex.P19. The ledger account extract maintained by the complainant of the transactions made with accused No.1, between the periods from 01.04.2008 to 31.03.2011, has been marked as Ex.P20. The accused has not replied to the legal notice, nor has he adduced any oral or documentary evidence.

[4] Hereinafter referred to as the 'SPA'

However, the accused has cross-examined PW.1 and, in the course of cross-examination, has set forth various defences.

11. Before considering the defences raised by the accused, it is pertinent to notice Section 139 of the N.I. Act, which reads as follows:

> ***"139. Presumption in favour of holder***
>
> *It shall be presumed, unless the contrary is proved, that the holder of a cheque received the cheque of the nature referred to in section 138 for the discharge, in whole or in part, of any debt or other liability."*

12. The Hon'ble Supreme Court in the case of ***Rangappa Vs. Mohan***[5], while considering the interpretation of the reverse onus clause and interpreting Section 139 of the N.I. Act, has held as follows:

> *"14. In light of these extracts, we are in agreement with the respondent-claimant that the presumption mandated by Section 139 of the Act does indeed include the existence of a legally enforceable debt or liability. To that extent, the impugned observations in Krishna Janardhan Bhat*[6] *may not be correct. However, this does not in any way cast doubt on the correctness of the*

[5] AIR 2010 Supreme Court 1898
[6] (2008) 4 SCC 54

decision in that case since it was based on the specific facts and circumstances therein. As noted in the citations, this is of course in the nature of a rebuttable presumption and it is open to the accused to raise a defence wherein the existence of a legally enforceable debt or liability can be contested. However, there can be no doubt that there is an initial presumption which favours the complainant. 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 the 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. As clarified in the citations, the accused can rely on the materials submitted by the complainant in order to raise such a defence and it is conceivable that in some cases the accused may not need to adduce evidence of his/her own."*
>
> *(emphasis supplied)*

13. The Trial Court, while noticing the contention of the accused that PW.1 was not authorised to depose on behalf of the complainant, rejected the same and recorded a finding that PW.1 had specifically deposed that he had knowledge regarding the transaction in question.

14. The Trial Court, while noticing the contention raised on behalf of the accused that the notices sent by the complainant have not been served on accused Nos.1 and 2, after examining the material on record, recorded a finding that the signature appearing on Ex.P7 does not belong to accused No.2, as the address mentioned in the said acknowledgement card is not the office address of accused No.2. Further, it has held that the notice sent to accused No.1 was returned with the endorsement

'unserved'. Hence, the Trial Court held that *"without serving notice on the accused as contemplated under Section 138(B) of the N.I. Act, the complaint is bad in law."*

15. The Hon'ble Supreme Court in the case of ***C.C. Alavi Haji Vs. Palapetty Muhammed and Another***[7]***,*** while considering the aspect of service of notice, held as follows:

> *"17. It is also to be borne in mind that the requirement of giving of notice is a clear departure from the rule of Criminal Law, where there is no stipulation of giving of a notice before filing a complaint. Any drawer who claims that he did not receive the notice sent by post, can, within 15 days of receipt of summons from the court in respect of the complaint under Section 138 of the Act, make payment of the cheque amount and submit to the Court that he had made payment within 15 days of receipt of summons (by receiving a copy of complaint with the summons) and, therefore, the complaint is liable to be rejected. A person who does not pay within 15 days of receipt of the summons from the Court along with the copy of the complaint under Section 138 of the Act, cannot obviously contend that there was no proper service of notice as required under Section 138, by ignoring statutory presumption to the contrary under Section 27 of the G.C. Act and Section 114 of the Evidence Act. In our view, any other interpretation of the proviso would defeat*

[7] (2007) 6 SCC 555

> *the very object of the legislation. As observed in Bhaskaran[8] case, if the "giving of notice" in the context of Clause (b) of the proviso was the same as the "receipt of notice" a trickster cheque drawer would get the premium to avoid receiving the notice by adopting different strategies and escape from legal consequences of Section 138 of the Act."*
>
> *(emphasis supplied)*

16. It is clear from the legal position as held in the case of ***C.C. Alavi Haji[6],*** that even in the event of non-services of notice, a person, who did not pay the due amount within 15 days of receipt of summons from the Court, cannot contend that there was no proper service of notice. Hence, the finding of the Trial Court with regard to service of notice is erroneous and liable to be set aside. The accused having been served with the summons of proceedings before the Trial Court, and having entered appearance in the said proceedings, and the accused not having paid the amount within 15 days of their date of appearance, it is not open to them to contend regarding non-service of notice.

17. The Trial Court while noticing the contention of the accused with regard to vicarious liability of accused

[8] 2 (1997) 7 SCC 510: 1999 SCC (Cri) 1284

Nos.1 and 2, as required under Section 141 of the Act, has recorded a finding that it is undisputed by the accused No.2, that he is the director of accused No.1 (Company) and is responsible for the conduct of business of accused No.1.

18. With regard to the existence of a legally recoverable debt, the Trial Court has recorded the following finding:

> *"Apart from it, on perusal of Ex.P13 i.e., 17 invoices which are produced by the complainant to show that the complainant had supplied the iron ore to the accused No.1 during relevant point of time. On perusal of said invoices it reveals that said invoices were drawn on the address of the accused No.1 at Bellary on deferent dates i.e., 15-12-2008, 25-01-2009, 31-01-2009, 31-01-2009, 17-02-2009, 28-02-2009, 28-02-2009, 28-02-2009, 05-03-2009, 26-03-2009, 25-03-2009, 30-04-2009, 10-05-2009, 19-05-2009, 17-06-2009, 30-06-2009, 31-08-2009. As per complaint averments, accused No.1 had paid amount of iron ore, which was purchased from 15-12-2008 to 31-08-2009. Further, accused No.1 did not pay the iron ore purchase amount from 30-07-2009. On perusal of Ex.P-13, it reveals that the said documents are not pertaining to the date from 30-07-2009. However, they are pertaining to prior to 30-07-2009. Only one invoice i.e., invoice bill No.17 dated 31-08-2009 of Rs.69,844/- is pertaining to prior to 30-07-2009. On perusal of Ex.P-20, it also reveals that, only above said*

transaction is shown after 30-07-2009 for Rs.69,844/. Therefore, in Ex.P-13, all the invoices are pertaining to prior 30.7.2009, except the invoice dated 31.8.2009. As per complaint version, the amount of iron ore purchased by the accused No.1 prior to 30.07.2009 was paid by the accused No.1 in installments. The amount of iron ore purchased which was from 30.07.2009 was not paid by the accused No.1. Therefore, in order to discharge the same accused had issued the cheques in question. As per Ex.P.13 and 20, only one transaction was taken place after 30.07.2007 i.e., on 31.08.2009 for Rs.69,844/-. Therefore, as per the documents relied by the complainant itself shows that, the accused No.1 is due of Rs.69,844/-. As such, amount mentioned in Ex.P.2 is not legally recoverable debt owed by the accused towards complainant.

In this case, there is no dispute that the Ex.P.2 belongs to the accused No.1 and the signature appearing on them also belongs to the accused No.2. Therefore, the presumption available U/Sec.139 of N.I. Act comes into operation. It also includes the existence of legally recoverable debt. However, accused by way of cross-examination of PW.1 as well as by showing that the accused No.1 had not owed any amount payable to the complainant, much less the amount mentioned in Ex.P.2(2cheques), have established that the said cheques were not issued for legally recoverable debt or liability owed towards complainant. Therefore, the citations relied by the complainant mentioned herein above are not helpful in this case, as the accused has failed to prove

very the existence of legally recoverable debt owed by the accused. As such, complainant has failed to prove point No.1."

(emphasis supplied)

19. In this context, it is pertinent to note that, the extract of the ledger account (Ex.P20) discloses that, on 15.12.2008 the complainant had supplied 4042.99 metric tonnes[9] of iron ore for a sum of ₹1,600/- per metric ton[10] vide bill No.5, and there is a debit entry of a sum of ₹67,27,535/- with regard to the said sale. It is further forthcoming from the entries dated 13.01.2009, 19.01.2009 and 23.01.2009, that the accused has made payment to the complainant through cheque/RTGS of ₹25,00,000/, ₹42,27,535/- and ₹20,00,000/- respectively. Accordingly, the complainant had further supplied goods to the accused on 25.01.2009 and 31.01.2009, and in respect of the said supplies, the accused has made payments on 02.02.2009, 05.02.2009, 06.02.2009, 12.02.2009, 13.02.2009 and 16.02.2009. In the said manner, Ex.P20-ledger account extract contains a statement of transactions between the complainant and the accused, whereunder, the debit entries are

[9] Hereinafter referred to as the 'mt'
[10] Hereinafter referred to as the 'pmt'

made in respect of the value of supplies made by the complainant to the accused and credit entries are made in respect of payments made by the accused to the complainant vis-à-vis the said goods supplied. The said Ex.P20-ledger account extract details transaction between 15.12.2008 up to 31.08.2009. It is clear from a perusal of Ex.P20 that the same is in the nature of running account maintained by the complainant in respect of his transactions with the accused. The complainant has supplied 2944.660 mt of iron ore for a sum of ₹1,700/- pmt, vide bill No.13, in a total sum of ₹52,06,158.88/-and thereafter on 31.08.2009, the complainant has supplied 32.760 mt of iron ore for a total sum of ₹2050/- pmt vide bill No.17, in a total sum of ₹69,844/-. The closing balance of Ex.P20 as on 31.03.2010 demonstrates that the accused is due and payable to the complainant in a total sum of ₹1,71,42,066/-.

20. The accused has not disputed Ex.P20. The two cheques dated 31.08.2011 and 30.09.2011 are for a cumulative sum of ₹1 crore. A bare perusal of Ex.P20 clearly discloses that, as on date of issuance of the cheques, the liability of the accused to the complainant was in excess of the value of the cheques.

21. Even if the case of the complainant that the accused was due in a sum of ₹1,56,87,624/- is considered, it is clear that the liability of the accused to the complainant as on date of issuance of the cheques was in excess of the value of the cheques issued. It is also pertinent to note that the complainant has also produced 17 invoices, which have been collectively marked as Ex.P13 as well as 12 invoices, which have been collectively marked as Ex.P14, and other invoices have also been marked as noticed above. In any event, the extract of ledger account (Ex.P20), clearly demonstrates the transactions of the complainant and the accused.

22. The Trial Court, while considering the material on record, has attempted to compare invoices with the dates of supply, and also, the transaction dated 30.07.2009 for ₹69,844/- forthcoming in Ex.P20. The Trial Court erred in not noticing the fact that the transaction between the accused and the complainant were in the usual course of business with the complainant was making periodical supplies/sales, and the accused was making periodical payments.

23. In the present case, having regard to the presumption contained under Section 139 of the N.I. Act, keeping in mind the transactions between the parties as is forthcoming from Ex.P20, the fact that the accused has not disputed the issuance of cheques dated 31.08.2011 and 30.09.2011, as also since the accused has not adduced any evidence disputing the correctness of Ex.P20, it is clear that the complainant has demonstrated that the cheques have been issued by the accused towards payment of legally recoverable debt, and in view of the dishonor of the said chques, the accused persons have committed offence punishable under Section 138 of the N.I. Act.

24. The contention put forth on behalf of the accused that only one cheque is marked as Ex.P2 and another cheque has not been marked in evidence and hence, the same cannot be considered, is ex-facie untenable and liable to be rejected having regard to the fact that the said contention was not put forth before the Trial Court. Further, the accused has cross-examined DW.1 with regard to both the cheques as well as dishonour memos. The dishonour memos dated 15.02.2011 have been

marked as Ex.P3 and Ex.P4 with respect to cheques bearing Nos.633186 and 633187. The issuance of the cheques has not been disputed by the accused. The accused has also contested the case of the complainant vis-à-vis the dishonor of both the cheques. Hence, the said contention is not liable to be accepted.

25. The contention of the learned counsel for the respondent/accused that the Trial Court did not have jurisdiction to entertain the complaint as the accused had its registered office at Ballari is also untenable and liable to be rejected having regard to the fact that there was no specific defence in that regard that was urged before the Trial Court. It is further pertinent to note here that the cheques issued by the accused to the complainant have been presented by the complainant with its banker i.e., Axis Bank, Hosapete Branch as is forthcoming from the said cheque return endorsements (Ex.P3 and P4).

26. At this juncture, it is pertinent to notice the judgment of the Hon'ble Supreme Court in the case of ***Prakash Chimanlal***

Sheth v. Jagruti Keyur Rajpopat[11] wherein the Hon'ble Supreme Court held as under:

> *"7. As regards territorial jurisdiction for instituting a complaint in relation to dishonor of a cheque, Section 142(2)(a) of the N.I. Act makes it clear that an offence under Section 138 thereof should be inquired into and tried only by a Court within whose local jurisdiction, if the cheque is delivered for collection through an account, the branch of the bank where the payee maintains the account is situated. This provision, as it stands after its amendment in 2015, was considered in* ***Bridgestone India Private Limited vs. Inderpal Singh***[12] *and this Court affirmed that Section 142(2)(a) of the N.I. Act vests jurisdiction apropos an offence under Section 138 thereof in the Court where the cheque is delivered for collection, that is, through an account in the Branch of the Bank where the payee maintains that account.*
>
> *8. Therefore, once it is established that, at the time of presentation of the cheques in question, the appellant maintained his account with the Kotak Mahindra Bank at its Bendurwell, Mangalore Branch, he was fully justified in filing his complaint cases before the jurisdictional Court at Mangalore. The understanding to the contrary of the learned Magistrate at Mangalore was erroneous and completely opposed to the clear*

[11] 2025 SCC OnLine SC 1511
[12] (2016) 2 SCC 75

mandate of Section 142(2)(a) of the N.I. Act. The High Court proceeded to confirm the erroneous order passed by the learned Magistrate under the wrong impression that the appellant maintained his bank account at the Opera House Branch of the Kotak Mahindra Bank at Mumbai."

(emphasis supplied)

27. It is clear from the ratio as held in the case of ***Prakash Chimanlal Sheth***[11] that the Court within whose jurisdiction the cheque is delivered for collection, shall have the jurisdiction to entertain the complaint. As noticed above, the complainant presented the cheques for encashment through its banker i.e., Axis Bank, Hosapete Branch and the complaint has been presented before the jurisdictional Court at Hosapete. Hence, the contention of the respondent/accused regarding jurisdiction is unsustainable and liable to be rejected.

28. It is clear from a factual matrix of the case that the transaction between the parties is a commercial one and having regard to the date of dishonour of cheques, as also the amounts due and payable, as is forthcoming from Ex.P20, an adequate amount of sentence is required to be imposed. Hence, question No(i) framed for consideration is answered in the negative and

question No.(ii) is answered as per the operative portion of this order.

29. In view of the aforementioned, the following:

ORDER

i) The above appeal is allowed.

ii) The order dated 27.11.2017 passed in C.C.No.2370/2012 by the Additional Civil Judge and JMFC, Hosapete, is set aside.

iii) The complaint filed in C.C.No.2370/2012 on the file of Additional Civil Judge and JMFC, Hosapete, is ordered upon and the accused Nos.1 and 2 are convicted of the offence punishable under Section 138 of the N.I. Act and sentenced to pay a cumulative fine of ₹2 crore within four months.

iv) In default of payment of fine, the accused No.2 shall undergo simple imprisonment of six months.

v) Out of the fine amount, a sum of ₹1,98,00,000/- (Rupees one Crore Ninety-eight lakh) shall be

paid to the complainant and the balance amount of ₹2,00,000/- (Rupees Two Lakhs) shall be paid to the State.

Sd/-
(C.M. POONACHA)
JUDGE

PMP
List No.: 1 Sl No.: 80