

**In the Hon'ble court of Illaqa Judicial Magistrate, Gurgaon.**

**Name & AddressXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**

.....complainant

Versus

**Name & AddressXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**

..... Accused

Complaint under section 138 read with section 142 of Negotiable Instruments Act as Amended upto date and umber section 420 of I.P.C.

-----

Police Station: City.

Sir,

The complainant respectfully submits as under:-

1. That the accused had borrowed the amount of Rs. 3,00,000/- (Rupees three lacs) for his requirements of purchasing goods, from the complaint who is Financer, in the month of January, 2012 and promised to return the said amount alongwith nine percent interest per annum thereon from the date of borrowing the said amount till its realization, within a short span of time, to the complaint.
2. That the accused has issued a cheque for Rs. 3,00,000/- (Rupees three Lacs ) bearing cheque No. 021 dated 22.08.2012 of H.D.F.C. bank limited 160 C.B. Gupta colony Meerut –Karnal Road, Shamli, to the complaint for discharging his liabilities of the aforesaid borrowed amount and the accused had assured the complaint that the said cheque will be honoured as and when it will be presented by the complainant to his banker for the encashment of the said cheque.

3. That as per assurance of the accused the complainant presented the above mentioned cheque with his banker Central Bank of India branch at Gurgaon for its encashment who forwarded the said cheque to the banker of the accused for its encashment, but the said cheque was dishonoured by the banker of the said accused for want of sufficient fund in the account of the accused and the banker of the complainant informed the complainant about the dishonouring of the said cheque on account of the above mentioned reason vide their memo dated 22-08-2012 which is attached with this complaint.
4. That the accused was fully aware of the fact that there was not sufficient amount in his account with his banker, however, the accused issued the said cheque to the complainant and accused the complainant at the time of handing over the said cheque that the said cheque will be honoured as and when the same will be presented with the banker of the accused by the complainant but it was dishonoured and thus the accused has committed the offence under section 138 read with section 420 of Indian PENAL CODE for gaining himself wrongfully and to cause wrongful loss to the complainant surreptitiously and malafidely, therefore the accused has committed the offence under the law and he is liable to be prosecuted and punished under the mandate provisions of the Negotiable Instruments Act, The issuing of the said cheque by the accused to the complainant abundantly makes clear the ad-initio dishonest intention of the accused that despite having full knowledge about the insufficient fund in his account with his banker he issued the said cheque to the complainant fraudulently for cheating the complainant.
5. That the complainant has been greatly shocked and his psychic feeling have been hurt very profoundly.
6. That the accused has breached the trust of the complainant by giving false assurance to the Complainant at the time of issuing the said cheque that the said cheque will be honoured/ encashed as and when it will be presented by the complainant to the banker of the accused.
7. That a legal notice dated 6-9-2012 was also sent by the complainant to the accused through the complainant's counsel

xxxxxxx, Advocate, District Courts, Gurgaon, vide registration A.D. post bearing no.- 0855 dated 06-09-2012 the copy of which is attached herewith there by calling the accused for making the payment of Rs, 3,00,000/- (Rupees three lacs ) of the amount of the above mentioned cheque alongwith agreed rate of interest at the rate of nine percent per annum from the date of borrowing the said amount till its realization along with costs of the legal notice, to the complainant, within the period of fifteen days from the receipt of the legal notice, failing which, the complainant shall have no recourse/ outlet except to initiate the appropriate proceedings against the accused in the competent court of law and then in that event, the accused shall be liable to pay all such costs and expenses of the litigation to the complainant. Copy of the said legal notice was also retained by the counsel of the complainant in his office for further record which is attached herewith.

8. That the transaction of money between the complainant and the accused had taken place in Gurgaon and the cheque in question has also been dishonoured in Gurgaon which falls within the territorial jurisdiction of this Hon'ble court, therefore this Hon'ble court has the jurisdiction to entertain, try adjudicate upon the complaint.

It is therefore prayed that the accused may kindly be ordered to be summoned under the above mentioned sections to face his trial before this Hon'ble court and be punished under the provisions of the law by compensating the accused as may be deemed fit and proper by this Hon'ble court regarding the cheque's amount.

Complainant

“Name &

Addressxxxxxxxxxxxxxxxxxxxxxx  
xxxxxxxxxx

**IN THE HON'BLE COURT OF ILLAQA JUDICIAL  
MAGISTRATE, GURGAON**

XXXXXXXXXXXX ..... complainant

VERSUS

XXXXXXXXXXXXXXXXX ..... Accused

Complaint under section 138 read with section 142 of Negotiable  
Instruments Act as amended up to date under section 420 of I.P.C.

-----

Police Station: City

**List of witnesses:-**

1. The complainant himself.
2. Clerk concerned of the banker of the accused with record of relevant cheque No. 0231 dated 22.08.2012.
3. Concerned clerk of the banker of the complainant alongwith relevant record of cheque no. 021231 dated 22.08.2012.
4. Clerk of XXXXXXXXXXXX, Advocate, District Courts, Gurgaon.

Dt.

Complainant

“XXXXXXXXXXXXXXXXXXXXX