

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 under section 420 of I.P.C.

Police Station: City

Evidence by the way of Affidavit

I, **xName & Address**XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, do hereby solemnly affirm and declare 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 complainant 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 complainant
2. That the accused has issued a cheque for Rs. 3,00,000/- (Rupees ThreeLacs) bearing cheque No. xxxxx dated 22.08.2012 of H.D.F.C. bank limited 160 C.B. Gupta colony Meerut –Karnal Road, Shamli, to the complainant for discharging his liabilities of the aforesaid borrowed amount and the accused had assured the complainant that the said cheque will be honoured as and when it will be presented by me with the banker of the accused for the encashment of the said cheque.
3. That as per assurance of the accused, I presented the above mentioned cheque with my 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, 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 accused for want of sufficient fund in the account of the accused and the banker of the deponent informed me about the dishonouring of the said cheque on account of the above mentioned reason vide their memo dated 22-08-2012 which cheque is Ex. C-1 and the returned memo of the bank is Ex. C-2.

4. That the accused was fully aware of the fact that there was not sufficient amount in the account with his banker, however, the accused issued the said cheque to me and the accused had assured me at the time of handing over the said cheque that the said cheque will be honoured as and when the same will be presented by me with the banker of the accused but it was dishonoured and thus the accused has committed the offence under section 138 N.I. Act and under section 420 of Indian Penal Code for gaining himself wrongfully and to cause wrongful loss to me 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 me 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 the accused issued the said cheque to me fraudulently for cheating me.
5. That I, have been greatly shocked and his psychic feeling have been hurt very profoundly.
6. That the accused has breached my trust by giving false assurance to me at the time of issuing the said cheque that the said cheque will be honoured/ encashed as and when it will be presented by me to the banker of the accused.
7. That a legal notice dated 5-9-2012 was also served upon the accused by me through my counsel xxxxxxxxxx, Advocate, District Courts, Gurgaon, vide registration A.D. post receipt bearing no.- 0850005 dated 06-09-2012 the copy of which is Ex. C-3, while the above mentioned legal notice Ex. C-4, 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 me, within the

period of fifteen days from the receipt of the legal notice, failing which, I, 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 will be liable to pay all such costs and expenses of the litigation to me. And the copy of the said legal notice was also retained by my counsel in his office for further record but the accused inspite the havingfull and knowledge about the payment of amount of the said cheque did not come to make the payment of the amount of said cheque within the stipulated period add hence I have now no other efficacious remedy available to me except the Institute of the present complainant Hon'ble court and meet the end of Justice.

8. That the transaction of money between me and the accused had taken place in Gurgaon and the cheque in question, issued by the accused, 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 complainant.
9. That the accused liable to be prosecuted and punished under the above mentioned sections and I may be compensated in respect of the amount of the said cheque as may be deemed fir and proper by this Hon'ble court.

DEPONENT

Verification:-

Verified that the contents of my affidavit are true and correct to my knowledge and nothing has been concealed therein.

DEPONENT

Dt.