

IN THE COURT OF JUDICIAL MAGISTRATE 1<sup>ST</sup> CLASS

XX

..... Complainant

Versus

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YYYYYYYYYYYYYYYYYYYY

..... Accused

Complaint under section-138 read with section 142 of Negotiable Instrument Act

P.S.- \_\_\_\_\_

Sir,

That the complainant most respectfully submits as under:-

1. That the complainant is residing at the address as given above and friend of the accused named above.
2. That the accused approached the complainant and asked for a friendly loan of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) for running business.
3. That the complainant on the basis of his relations with the accused provided him a friendly loan of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ Only).
4. That the complainant reminded him to repay the amount as promised the accused issued a cheque No.- \_\_\_\_\_ dated \_\_\_\_\_ of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) of \_\_\_\_\_ Bank, branch- \_\_\_\_\_

5. That when the complainant presented the above mentioned cheque with his banker \_\_\_\_\_ Bank branch- \_\_\_\_\_ and the same was returned on dated \_\_\_\_\_ with the remarks “Insufficient Fund” along with the original returned memo and complainant informed to accused but the accused requested to complainant to present the above mentioned cheque after one week but when the complainant presented the above mentioned cheque with his banker \_\_\_\_\_ Bank Branch- \_\_\_\_\_ and same was returned on dated \_\_\_\_\_ with the remarks “Insufficient Fund” along with the original returned memo and complainant informed to accused but the accused did not responded and avoided to provide any other further assurance to repay back the amount of cheque which shows his malafide intention.
6. That the complainant within a stipulated period issued a legal notice to the accused on \_\_\_\_\_ giving him a period of 15 days from the date of receipt of the notice to pay back the loan amount or to face legal action. The accused intentionally avoiding to make payment, despite receipt of the said legal notice, the accused has not paid the amount of the above said dishonored cheque to the complainant, although a period of more than 15 days from the date of receipt of the said legal notice has been expired. Hence, the complainant has been left with no other option to file the present complaint. The accused is liable for the consequences on the dishonored of the above said cheque. The complainant specifically reserved its right to take over appropriate legal action against the accused for recovery of its dues along with cost.
7. That the accused had issued the cheque in question, returns unpaid on its due presentation under assurance and promise, shows bad, malafide and deliberate intention to issue a cheque with criminal intent in order to cheat and fraud the complainant. According to Negotiable Instruments Act, the accused has rendered himself liable to be punished for criminal offence committed by him and specifically under the sections 138, 142 of the Negotiable Instruments Act.
8. That the complainant bank is situated in \_\_\_\_\_ and the territorial jurisdiction consist in the power of this Hon’ble Court, hence this Hon’ble court has got

jurisdiction to try and decide the present complaint being the cheque issuing bank is under the jurisdiction of this Hon'ble court.

9. That the accused are liable to pay the double amount of the dishonored cheque and with compensation and along with fine is also liable to be punished according to the law amended up to date.
10. That no other complaint is pending in any other court regarding the above said cheque and the present complaint is within limitation as per the provision as per the provisions of the Act.
11. That a court fee of Rs. 10/- as prescribed under the law has been affixed on the complaint.

It is therefore, most humbly prayed that the accused may kindly be summoned, tried and punished according to the provisions of the laws applicable up to date U/s 138 of the Negotiable Instrument Act to make imprisonment for 2 years and double the cheque amount and compensation and fine along with the relief which may kindly be granted to the complainant, in the interest of justice and by this Hon'ble Court may deem fit and proper.

Dated:

Complainant

Through Counsel:

List of witnesses:-

1. Complainant Himself
2. Official of the bank of complainant
3. Official of the bank of accused
4. Any other witness with permission of court

Complainant

IN THE COURT OF JUDICIAL MAGISTRATE 1<sup>ST</sup> CLASS

XXXXXXXXXXXX

Versus

YYYYYYYYYYYY

Complaint u/S 138 & 141 of N.I. Act

AFFIDAVIT

I, \_\_\_\_\_ S/o Sh. \_\_\_\_\_ age \_\_\_\_ years, resident  
of \_\_\_\_\_, do hereby  
solemnly affirm and declare as under:-

1. That the deponent resident at above said address.
2. That the deponent is not filed any other complaint regarding this cheque.
3. That it is my true statement.

Deponent

Verification:-

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

Deponent

IN THE COURT OF JUDICIAL MAGISTRATE 1<sup>ST</sup> CLASS

XXXXXXXXXX

Versus

YYYYYYY

Complaint under section-138 read with section 142 of Negotiable Instrument Act

P.S.-

**EVIDENCE BY THE WAY OF AFFIDAVIT**

I, \_\_\_\_\_ S/o Sh. \_\_\_\_\_ age \_\_\_\_ years, resident of Village- \_\_\_\_\_, do hereby solemnly affirm and declare as under:-

1. That the deponent is residing at the address as given above and friend of the accused named above.
2. That the accused approached the deponent and asked for a friendly loan of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) for running business.
3. That the deponent on the basis of his relations with the accused provided him a friendly loan of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ Only).
4. That the deponent reminded him to repay the amount as promised the accused issued a cheque No.- \_\_\_\_\_ dated \_\_\_\_\_ of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) of \_\_\_\_\_ Bank, branch-

\_\_\_\_\_ **EX-C1.**

5. That when the deponent presented the above mentioned cheque with his banker \_\_\_\_\_ Bank branch- \_\_\_\_\_ and the same was returned on dated \_\_\_\_\_ with the remarks “Insufficient Fund” along with the original returned memo **EX-C2** and deponent informed to accused but the accused requested to deponent to present the above mentioned cheque after one week but when the deponent presented the above mentioned cheque with his banker \_\_\_\_\_ Bank Branch- \_\_\_\_\_ and same was returned on dated \_\_\_\_\_ with the remarks “Insufficient Fund” along with the original returned memo **EX-C3** and deponent informed to accused but the accused did not responded and avoided to provide any other further assurance to repay back the amount of cheque which shows his malafide intention.
6. That the deponent within a stipulated period issued a legal notice to the accused on \_\_\_\_\_ **EX-C4** giving him a period of 15 days from the date of receipt of the notice to pay back the loan amount or to face legal action. The accused intentionally avoiding to make payment, despite receipt of the said legal notice, the accused has not paid the amount of the above said dishonored cheque to the deponent, although a period of more than 15 days from the date of receipt of the said legal notice has been expired. Hence, the deponent has been left with no other option to file the present complaint. The accused is liable for the consequences on the dishonored of the above said cheque. The deponent specifically reserved its right to take over appropriate legal action against the accused for recovery of its dues along with cost. Postal receipt **EX-C5**.
7. That the accused had issued the cheque in question, returns unpaid on its due presentation under assurance and promise, shows bad, malafide and deliberate intention to issue a cheque with criminal intent in order to cheat

and fraud the deponent. According to Negotiable Instruments Act, the accused has rendered himself liable to be punished for criminal offence committed by him and specifically under the sections 138, 142 of the Negotiable Instruments Act.

8. That the deponent bank is situated in \_\_\_\_\_ and the territorial jurisdiction consist in the power of this Hon'ble Court, hence this Hon'ble court has got jurisdiction to try and decide the present complaint being the cheque issuing bank is under the jurisdiction of this Hon'ble court.
9. That the accused are liable to pay the double amount of the dishonored cheque and with compensation and along with fine is also liable to be punished according to the law amended up to date.

Deponent

Verification:-

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

Deponent