

Devender Yadav Vs. Shri Hari Constructions Eng. & Contractor & Anr.

Present: Complainant in person with Sh. Nutan Yadav Advocate.

Complaint under section 138/ 142 of Negotiable Instruments Act, 1881. presented today. It is checked and registered. In preliminary evidence, complainant examined himself as CW-1, tendered affidavit Ex.CW-1/A and documents Ex. C-1/A to Ex. CW-1/E and thereafter closed his evidence. Statement of complainant in this regard recorded separately.

2. Arguments heard. From the contents of the complaint and the material placed on the file, it is prima facie established that accused in order to discharge his existing liability issued following cheque in favour of the complainant: -

<u>Sr. No.</u>	<u>Cheque No.</u>	<u>Dated</u>	<u>For Rupees</u>	<u>Drawn on</u>
1.	000027	09.01.2025	1,00,000/-	HDFC Bank

3. The complainant presented the said cheque for encashment but the same was received back dishonoured with the remarks '**Funds Insufficient**' vide memo dated 07.02.2025 Ex.CW1/B. Thereafter complainant served a legal notice dated 26.02.2025 Ex.CW1/C, Postal receipts Ex.CW1/D, tracking record Ex.CW1/E, but the accused failed to make payment. Hence, the present complaint.

4. As such there is sufficient grounds to proceed against the accused u/s. 138 of the Negotiable Instrument Act, therefore, accused be summoned for **01.08.2025** on filing of PF, copies of complaint and list of witnesses etc.

Announced in the open Court,

Date of Order: 04.04.2025

Akshay Kumar
JMFC, Pataudi
(UID No. HR-0576)

Satyendra, Stenographer-II