

**IN THE SUPREME COURT OF BANGLADESH  
HIGH COURT DIVISION  
(CRIMINAL APPELLATE JURISDICTION)**

**Present:**

**Mr. Justice Md. Bashir Ullah**

**Criminal Appeal No. 6867 of 2018**

**In the matter of:**

An appeal under Section 417 of the Code of  
Criminal Procedure

**-And-**

**In the matter of:**

Nizam Uddin Mahmud

... Complainant -Appellant

**-Versus-**

Nogina Hasin and another

... Accused-Respondents

Mr. Md. Muniruzzaman, Advocate

... For the Complainant -Appellant

Mr. Md. Golam Kibria, Advocate with

Mr. Zillur Rahman, Advocate

... For the Respondent No. 1

Mr. Md. Mizanur Rahman, D.A.G and

Mr. Md. Sirajul Karim, A.A.G

... For the State

**Heard on: 18.08.2026, 23.08.2026,  
30.08.2026, 31.08.2026, 02.09.2026  
and 03.09.2026**

**Judgment on: 13.09.2026**

This appeal is directed against the judgment and order  
of acquittal dated 14.03.2018 passed by the learned

Metropolitan Joint Sessions Judge, First Court, Dhaka in Metropolitan Sessions Case No. 4394 of 2013 arising out of C.R. Case No. 2554 of 2012, acquitting the accused-respondent No. 1 of the charge leveled under Section 138 of the Negotiable Instruments Act, 1881 (Shortly ‘the NI Act’).

The facts, relevant for disposal of the appeal, in brief, are that the complainant was engaged in stock trading and stock exchange business through the brokerage house of the accused at the Dhaka Stock Exchange Limited. The accused purchased share/stocks from the complainant and after substantial transactions between them; a considerable sum of money became due and payable by the accused to the complainant. Accordingly the parties arrived at an amicable settlement on 26.04.2012. Pursuant to the said settlement and in discharge of the legally enforceable liability, the accused issued 05(five) cheques in favour of the complainant, including cheque No. 1028081 dated 20.05.2012 for Taka 25,00,000/-(twenty-five lac) drawn on City Bank Limited. The complainant presented the cheque for encashment to the concerned bank on 10.09.2012, but the same was dishonoured on 11.09.2012 with the endorsement “insufficiency of funds”.

Thereafter, the complainant served a legal notice upon the accused by registered post with acknowledgment due (AD) on 19.09.2012, which according to the complainant, was received at the admitted address of the accused on 25.09.2012. Despite receipt of the notice, the accused failed to make payment of the cheque amount within the statutory period. Consequently, the complainant instituted C.R. Case No. 2554 of 2012 before the Court of the learned Chief Metropolitan Magistrate, Dhaka on 21.11.2012. The learned Magistrate took cognizance of the offence and subsequently transmitted the case to the Court of the Metropolitan Sessions Judge, Dhaka. The learned Metropolitan Sessions Judge, Dhaka transferred the case to the learned Metropolitan Joint Sessions Judge, First Court, Dhaka which was registered as Metropolitan Sessions Case No. 4394 of 2013. Charge was framed on 30.01.2014 under Section 138 of the Negotiable Instruments Act, 1881 against the accused to which she pleaded not guilty and claimed to be tried when the charge was read out and explained to her.

In the course of the trial, the prosecution examined 01(one) witness, while the defence also examined 01(one)

witness. The accused was examined under Section 342 of the Code of Criminal Procedure and she reiterated her innocence.

Upon conclusion of the trial and after hearing the parties, the learned Metropolitan Joint Sessions Judge, First Court, Dhaka acquitted the accused of the charge leveled under Section 138 of the Negotiable Instruments Act, 1881 by judgment and order dated 14.03.2018.

Being aggrieved by and dissatisfied with the judgment and order dated 14.03.2018, the appellant-complainant preferred the instant Criminal Appeal.

During pendency of the appeal, the learned Advocate appearing on behalf of the appellant filed an application seeking permission to adduce additional evidence. He submitted that the complainant as PW1, during his deposition had produced the dishonour slip and the same had been marked as Exhibit 2. Subsequently, during argument, it was noticed that the said 'dishonour slip' (Exhibit 2) was missing from the record. The complainant accordingly filed an application seeking recovery of the missing 'dishonour slip' on 30.07.2017. The learned trial Court, however, rejected the said prayer on 29.10.2017 and directed the complainant to

produce the original 'dishonour slip'. Thereafter, the complainant filed an application on 14.01.2018 for recall of the order and for acceptance of the 'dishonour slip' duly attested by the concerned bank and the original bank statement and further prayed for examination of the concerned bank officer who had attested the 'dishonour slip'. Subsequently, the complainant submitted another application on 18.02.2018 seeking disposal of the earlier application. The application was ultimately rejected along with the impugned judgment and order of acquittal dated 14.03.2018.

Upon hearing, this Court allowed the same on 03.05.2026 and directed the trial Court to record additional evidence concerning the dishonour of the cheque in question. Pursuant thereto, the trial Court recorded additional evidence of PW1 on 19.07.2026. In such additional evidence, copy of the dishonour slip duly attested by the concerned bank was produced and marked as Exhibit 8; while the original bank statement dated 02.08.2017 was marked as Exhibit 9. It further appears that the accused appeared before the trial Court at the time of recording the additional evidence; she

however, neither cross-examined PW1 nor raised any objection to the production and marking of Exhibits 8 and 9.

Mr. Md. Muniruzzaman, the learned Advocate appearing on behalf of the appellant submits that the Court below committed a serious error of law and fact in appreciating the evidence on record and, without considering the prosecution evidence in its proper perspective arrived at an erroneous finding of acquittal.

He further submits that DW1, Nogina Hasin, in her deposition disclosed her address as 9/F, Motijhel, Dhaka and further stated that her office was situated in Room Nos. 311 and 312 of the Dhaka Stock Exchange Building.

Mr. Muniruzzaman argues that in her cross-examination, the accused admitted that she had issued 5 cheques, she deposed that “৫টি চেক দিয়েছি।”

He next contends that PW1, Nizam Uddin Mahmud in his deposition stated that “এই সেই dishonour slip প্রদর্শনী ২”. Regarding service of notice PW1 deposed that “১৯/০৯/২০১২ তে আসামীকে নোটিশ পাঠাই যা ২৫/০৯/২০১২ তে আসামী পায়। এই সেই নোটিশ, ডাক রশিদ ও এ/ডি, প্রদর্শনী ৩ সিরিজ।”

The learned Advocate contends that the trial Court acquitted the accused on the grounds that the statutory notice had not been duly served upon the accused and the 'dishonour slip' had not been produced and exhibited before the trial Court, however such findings are contrary to the evidence and the materials on record.

Mr. Muniruzzaman, the learned Advocate for the appellant submits that Exhibit 7 contains the details of the transactions between the parties. The accused herself submitted a representation to the Chief Executive Officer of the Dhaka Stock Exchange Limited on 29.04.2012, wherein she acknowledged that she issued five cheques bearing Nos. 6240651 dated 02.05.2012 for Taka 50,00,000/-(fifty lac), cheque No. 1028079 dated 06.05.2012 for Taka 20,00,000/-(twenty lac), cheque No. 1028080 dated 13.05.2012 for Taka 20,00,000/-(twenty lac), cheque No. 1028081 dated 20.05.2012 for Taka 25,00,000/-(twenty-five lac) and cheque No. 1028082 dated 30.05.2012 for Taka 25,00,000/-(twenty-five lac) all drawn on City Bank, Islami Banking Branch (DSE) unit. Out of the said 05(five) cheques, 02 (two) were encashed, and 03(three) were dishonoured. The complainant

instituted 03(three) separate cases in respect of the 03(three) dishonoured cheques.

He further draws attention to Annexure C1, being the list of Exhibits, which demonstrates that the complainant (PW1) produced the 'dishonour slip' as Exhibit 2 on 12.11.2014 and the same was duly signed by the learned Metropolitan Joint Sessions Judge, First Court, Dhaka on that date.

He also refers to the return voucher (dishonour slip) annexed as Annexure C2, and submitted that the same had been produced as Exhibit 3 series.

He further submits that Exhibit 9, being the original bank statement, independently establishes the factum and the date and cause of dishonour, while Exhibit 8 also clearly records the date and reason for the dishonour of the cheque in question. Therefore, according to him, the finding of the trial Court that the dishonour of the cheque had not been proved is wholly unsustainable.

He contends that Exhibit 3/1 established that the legal notice was sent by registered post vide postal receipt No. 716 dated 17.09.2012 to Room Nos. 311 and 312, 9/F, Motijheel

Commercial Area, Dhaka, which is the address admitted by DW1 herself.

He next contends that Exhibit 3/2, being the acknowledgment due, shows receipt of the notice on 25.09.2012. The accused-respondent No. 1 did not state in her testimony that she had not received the notice. By referring to Section 27 of the General Clauses Act, 1897, the learned Advocate contends that the service of the notice upon the admitted address of the accused gives rise to a statutory presumption of due service, which the accused failed to rebut by any cogent evidence.

Mr. Muniruzzaman argues that the complainant duly complied with all the procedures laid down in Section 138 of the Act, 1881 in filing the case. The cheque was issued against a legally enforceable liability, the cheque was presented within the prescribed period, and the notice was issued within the prescribed time. The case was filed within one month of the date on which the cause of action had arisen under clause (c) of the proviso to Section 138. The complainant also proved consideration against which the cheque was drawn and that he is the holder of the cheque in

due course. Notwithstanding, the trial Court acquitted the accused-respondent of the charge leveled against her under Section 138 of the Negotiable Instruments Act, 1881, which is not sustainable in law. He finally prays for allowing the appeal, setting aside the impugned judgment and order.

In support of his contention, learned Advocate referred to the decisions passed in *Nurul Islam(Md) Vs. Md. Ali Hossain Miah, being dead, his heirs Amir Hossain and ors*, reported in 50 DLR(AD)(1998)114, *Abdur Rob Mollah Vs. Shahabuddin Ahmed and ors*, reported in 12BLC(AD)(2017)118, *Md. Habibur Rahman Bhuiyan and others Vs. Mosammat Galman Begum and others*, reported in 33 BLD(AD)(2013)93 and *Juboraj Goula Vs. State*, reported in 19 BLC(2010)119.

*Per contra*, Mr. Md. Golam Kibira, the learned Advocate appearing on behalf of respondent No. 1, submits that at the time of filing the petition of complaint, the complainant did not annex the ‘dishonour slip’ with the “Firisti Form” and therefore no cause of action had arisen.

He further submits that PW1 failed to produce “the original dishonour slip” during his deposition and instead produced the cheque deposit slip.

He further contends that Exhibits 6 and 7 were not filed with the petition of complaint and were also not produced at the time of examination of PW1, but were subsequently exhibited on 21.04.2016 at a belated stage and therefore their authenticity is doubtful.

He further submits that DW1 denied having executed or signed the alleged compromise document and no independent witness was examined to prove the compromise document (Exhibits 6 and 7).

He next contends that when additional evidence was recorded on 19.07.2026, although the accused appeared before the trial Court, she was not afforded an effective opportunity to cross-examine PW1.

He submits that no officer of the concerned bank who allegedly issued or attested the ‘dishonour slip’ was examined and therefore, Exhibit 8 is not legally sufficient to establish dishonour.

He contends that no legal notice was served upon the accused and the acknowledgement due bearing the signature of one Sohag cannot constitute proof of service as the said person was neither an authorized agent nor an officer or employee of the accused.

He next contends that according to the understanding between the parties, 03(three) cheques were to be returned upon payment of Taka 70,00,000/-(seventy lac) by the accused to the complainant and after receiving the said amount the complainant failed to return 03(three) cheques, including the cheque in question which was issued as security cheque.

He next submits that there is no illegality, impropriety or infirmity in the impugned judgment and order. The Court below rightly acquitted the appellant and as such the appeal is liable to be dismissed.

I have heard the learned Advocates for the respective parties, perused the petition of appeal, impugned judgment and order and the materials on record.

Upon careful scrutiny of the records, it appears that the accused issued the cheque in favour of the complainant being

No. 1028081 dated 20.05.2012, for Taka 25,00,000/- (twenty-five lac) against the dues. The complainant presented the cheque to the concerned bank on 10.09.2012, but it was dishonoured on 11.09.2012 with the endorsement “insufficiency of funds”. The complainant duly served legal notice on 19.09.2012, which was received by the accused on 25.09.2012 but the accused failed to make payment within the stipulated period. Consequently, the case was filed on 21.11.2012. PW1 has successfully proved the prosecution case.

The record shows that the complainant has duly complied with the procedures laid down in Section 138 of the Act, 1881 in filing the case. The case was filed within one month of the date on which the cause of action had arisen under clause (c) of the proviso to Section 138. The complainant also proved consideration against which the cheque was drawn and that he is the holder of the cheque in due course.

Upon scrutiny of evidence adduced by the complainant PW1, it appears that during his testimony he produced the ‘dishonour slip’ as Exhibit 2. In his examination-in-chief he

deposed that “১০/০৯/২০১২ তে উপস্থাপন করলে ১১/০৯/২০১২ তে চেকটা dishonour হয়। এই সেই dishonour slip প্রদর্শনী ২। ১৯/০৯/২০১২ তে আসামীকে নোটিশ পাঠাই যা ২৫/০৯/২০১২ তে আসামী পায়। এই সেই নোটিশ, ডাক রশিদ ও এ/ডি প্রদর্শনী ৩ সিরিজ।”

The list of exhibits signed by the Metropolitan Sessions Judge, First Court, Dhaka on 12.11.2014 (Annexure C1 of the supplementary Affidavit) shows that “the dishonour slip” was exhibited as Exhibit 2 and the return voucher (dishonour slip) was produced as Exhibit 3 series (Annexure C2 of the supplementary affidavit).

Be that as it may, Exhibit 9, the original copy of the bank statement, conclusively proves that the cheque in question was dishonoured on 11.09.2012 for insufficient funds; consequently, the findings of the learned Metropolitan Joint Sessions Judge, First Court, Dhaka are unsustainable in law and liable to be set aside.

It appears from the order No. 08 dated 12.11.2014 passed by the learned Metropolitan Joint Sessions Judge, First Court, Dhaka that PW1 had produced cheque as Exhibit 1, ‘dishonour slip’ as Exhibit 2, notice, postal receipts, Acknowledge Due (A/D) as Exhibit No. 3 series. The said

order is as follows: “অদ্য বিচারের দিন ধার্য আছে। আসামী নাগিনা হাসিন ও বাদী উভয়পক্ষ হাজির। নথি স্বাক্ষর গ্রহণের জন্য লওয়া হইল। হলফান্তে অত্র মামলার বাদী নিজাম উদ্দিন মাহমুদকে পি,ডব্লিউ- ১ হিসাবে জবানবন্দী ও জেরা গ্রহণ করা হইল। জবানবন্দী প্রদানকালে চেক প্রদর্শনী ১, dishonour slip প্রদর্শনী ২, নোটিশ, ডাক রশিদ, এ/ডি প্রদর্শনী ৩ সিরিজ আরজী ও স্বাক্ষর প্রদর্শনী ৪ সিরিজ হিসাবে চিহ্নিত হইল। আগামী ২৩/০৩/২০২৫ ইং ৩৪২ ধারা।”

Therefore, the subsequent disappearance or non-availability of the physical document from the record could not, by itself, erase the evidentiary fact that the document had earlier been produced and exhibited in the Court.

It appears from the testimony of DW1, Nogina Hasin, that she mentioned her address as 9/F, Motijheel, Dhaka. She also admitted her address as Room No. 311 and 312 of Dhaka Stock Exchange Office. Postal receipt (Exhibit 3/1) proved that the statutory legal notice was sent to the above-mentioned address, which is the admitted address of the accused. The acknowledgement due (A/D) (Exhibit 3/2) proved that someone received the notice. The acknowledgement receipt (Exhibit 3 series) proves that the same was served upon the accused on 25.09.2012. According to Section 27 of the General Clauses Act, 1897, the legal

notice is accepted as “good service” unless the accused rebuts the presumption of good service. Since the accused did not adduce any evidence to rebut the presumption of law, the findings of the learned Joint Session Judge regarding the non-service of the legal notice are not tenable in the eye of law.

In this regard, Section 27 of the General Clauses Act, 1897 may be reproduced which mandates as follows:

**“Meaning of service by post-** Where any Act of Parliament or Regulation, made after the commencement of this Act authorizes or requires any document to be served by post, whether the expression “serve” or either of the expressions “gave” or “send” or any other expression is used, then, unless a different intention appears, the service shall be deemed to be effected by properly addressing, pre-paying and posting by registered post, a letter containing the document, and, unless the contrary is proved, to have been effected, at the time at which the letter would be delivered in the ordinary course of post.”

In the instant case, although the notice was duly received, if it was subsequently returned, at the event, such service shall be presumed to be good and valid. In *Nurul*

*Islam (Md.) vs. Md. Ali Hossain Miah, being dead, his heirs Amir Hossain and others* reported in 50 DLR (AD) 114, wherein it was held:

“The notice sent by post at the address of the suit premises has been returned unserved with the remark of the postal authority left was presumed to be good service.”

In *Abdul Rob vs. Shahabuddin Ahmed and others*, reported in 12 BLC (AD) 118, wherein it was held:

“Letter sent, notice or summons sent by registered post and if returned with the endorsement refused shall be accepted good and due service of notice or summons and the delivery of the letter to the person addressed unless the addressee rebuts the presumption of good service or delivery of letter by adducing evidence.”

The accused in her examination-in-chief nowhere deposed that she has no employee namely “Sohag” and she did not deny that she did not receive the legal notice.

The accused claimed that she issued 03(three) cheques as security; however in cross-examination the accused deposed that, “৩টি চেক সিকিউরিটি হিসাবে দাখিলকৃত ছিল মর্মে কোন মামলা করি নাই এবং সেই মর্মে কাগজপত্র দাখিল করি নাই।”

The accused in her cross-examination admitted that, “চেক দেওয়ার আগে বাদীর সঙ্গে আপোষের জন্য কথাবার্তা হয় এবং ৫টি চেক দিয়েছি।” This evidence proved that there was a compromise held on 26.4.2012 and pursuant to the said compromise she issued 05(five) cheques.

It appears from Exhibit 7 that the accused herself submitted a representation to the Chief Executive Officer of the Dhaka Stock Exchange Limited on 29.04.2012, wherein she acknowledged that she issued five cheques bearing Nos. 6240651 dated 02.05.2012 for Taka 50,00,000/-(fifty lac), cheque No. 1028079 dated 06.05.2012 for Taka 20,00,000/-(twenty lac), cheque No. 1028080 dated 13.05.2012 for Taka 20,00,000/-(twenty lac), cheque No. 1028081 dated 20.05.2012 for Taka 25,00,000/-(twenty-five lac) and cheque No. 1028082 dated 30.05.2012 for Taka 25,00,000/-(twenty-five lac) all drawn on City Bank, Islami Banking Branch (DSE) unit. Out of the said five cheques, 02 (two) were

enchased, and 03 (three) were dishonoured. The complainant instituted 03(three) separate cases in respect of the 03(three) dishonoured cheques.

The learned Joint Sessions Judge has failed to find that in a parallel proceeding (Sessions Case No. 4381 of 2023) between the same parties, which was tried simultaneously with the instant case, the accused as DW1 admitted in cross-examination that out of five cheques, two were honored and three (including the cheque in the instant case) were dishonoured, the law of evidence provides that the admitted facts need not be proved, therefore, the learned Joint Session Judge ought to have found that the dishonor of the cheque proved based on the accused's admission.

Section 58 of the Evidence Act, 1872 provides as follows:

**“Facts admitted need not be proved-** No fact need be proved in any proceeding which the parties thereto or their agents agree to admit at the hearing, or which, before the hearing, they agree to admit by any writing under their hands, or which by any rule or pleading in force at the time they are deemed to have admitted by their pleadings.

Provided that the Court may, in its discretion, require the facts admitted to be proved otherwise than by such admissions.”

The learned Advocate appearing on behalf of the respondent No. 1 argued that when additional evidence was recorded on 19.07.2026, although the accused appeared before the trial Court, she was not afforded an effective opportunity to cross-examine PW1. However, I find no substance in his argument.

It appears from the record that the accused submitted 3 applications on 15.07.2026 and 19.07.2026. One application was under Section 205 of the Code of Criminal Procedure to dispense with personal attendance, which was allowed. Another one is for adjournment. The accused submitted an application under Section 548 of the Code of Criminal Procedure to have the certified copy of the order of High Court Division and sought adjournment to prefer appeal before the Honourable Appellate Division. The accused did not cross-examine PW1 and did not seek time for cross-examination. Even when the attested copy of dishonour slips

and bank statement were produced, no objection was raised by the accused.

It appears from the record that the accused-respondent never raised any objection regarding non-submission of the ‘dishonour slip’ at the time of filing of the complaint petition and nothing was found in the order sheets of the learned Metropolitan Magistrate and the trial Court, namely Metropolitan Joint Sessions Judge, First Court, Dhaka in that regard. However, the respondent submits this argument at very belated stage during hearing of the instant appeal. So, the plea regarding non-submission of the dishonor slip at the time of filing the petition of complaint is not acceptable at all.

Upon a scrutiny of the evidence and the materials on record, we find that the learned Court below committed an error of law in acquitting the accused merely on the ground that the complainant failed to produce and exhibit the ‘dishonour slip’ issued by the drawee bank.

Production of the bank’s ‘dishonour slip’/return memo is indeed a cogent mode of establishing the fact that the cheque was returned unpaid. However, non-production of the ‘dishonour slip’, by itself, cannot invariably be construed as

fatal to the prosecution, particularly when the factum of presentation and dishonour of the cheque is otherwise borne out by the evidence on record and the surrounding circumstances of the case.

Section 138 of the Negotiable Instruments Act, 1881 makes the return of the cheque unpaid by the bank one of the foundational facts constituting the offence. It does not necessarily make the production of such slip the sole and exclusive mode of proving dishonour. The question is whether, on an overall assessment of the evidence, the complainant has succeeded in establishing the factum of dishonour by legally admissible and credible evidence.

In the case before this Court, the learned Court below appears to have proceeded on the erroneous premise that, in the absence of the 'dishonour slip' as an exhibited document, the prosecution case necessarily failed. Such an approach, in my considered view, amounts to an unduly technical appreciation of evidence and has failed to consider the prosecution evidence in its entirety.

The complainant proved the cheque in question and deposed categorically that the same was presented for

encashment but was returned unpaid. His evidence on the material particulars remained substantially consistent and was not shaken in cross-examination. The subsequent issuance of the statutory notice demanding payment of the cheque amount, coupled with the failure of the accused to discharge the liability within the statutory period, constitutes a relevant circumstance which lends assurance to the prosecution case. The learned Court below, instead of considering the cumulative effect of such evidence, has attached decisive importance to the non-production of the 'dishonour slip'.

It is also material to note that the statutory presumptions arising under Section 118(a) of the Negotiable Instruments Act operate in favour of the holder of the cheque, unless the contrary is proved. The burden upon the accused is not discharged by a mere denial; rather, the accused is required to rebut the statutory presumption by adducing evidence sufficient to create a probable defence. The learned Court below has failed to examine the evidence from this perspective and has thereby misdirected itself in law.

I am, therefore, unable to sustain the finding of acquittal solely on the ground of non-production or non-exhibition of

the 'dishonour slip'. The impugned judgment discloses a material misappreciation of evidence and an erroneous application of the law governing prosecution under Section 138 of the Negotiable Instruments Act, 1881.

Accordingly, the finding of acquittal recorded by the learned Court below is liable to be interfered with. The evidence on record, if otherwise found sufficient to establish the issuance of the cheque, its presentation, dishonour, service of statutory notice and failure of the accused to make payment within the statutory period, would warrant reversal of the impugned judgment and a finding of guilt against the accused under Section 138 of the Negotiable Instruments Act, 1881.

Once the execution of the cheque and signature are admitted or proved (as established by Exhibit 1), the burden shifts to the accused to rebut this presumption by cogent evidence. The mere oral assertion that the cheque was issued as 'security' or that there was no debt is insufficient in the absence of documentary proof or convincing evidence.

The record reveals that the statutory legal notice (Exhibit 3) was duly served and the cheque was dishonored

due to insufficient funds within the valid period. The learned Joint Sessions Judge misdirected himself in placing the initial burden on the complainant to independently prove the underlying transaction despite the operation of Section 118 of the Negotiable Instruments Act.

The reasoning adopted by the trial Court is legally unsustainable and has failed justice. Consequently, I find that the complainant-appellant has successfully proved the charge under Section 138 of the Negotiable Instruments Act against accused-respondent No. 1 beyond reasonable doubt.

In the result, the Criminal Appeal is allowed.

The judgment and order of acquittal dated 14.03.2018 passed by the learned Metropolitan Joint Sessions Judge, First Court, Dhaka in Metropolitan Sessions Case No. 4394 of 2013, arising out of C.R. Case No. 2554 of 2012 is hereby set aside.

The accused-respondent No. 1, Nogina Hasin, is found guilty of the offence under Section 138 of the Negotiable

Instruments Act, 1881. She is hereby convicted and sentenced to suffer simple imprisonment for a period of 06(six) months and to pay a fine of Taka 25,00,000/-(Twenty-Five Lac), equivalent to the cheque amount, which shall be realized from her and paid to the complainant-appellant in accordance with law.

The accused-respondent No. 1 is directed to surrender before the trial Court within 30 (thirty) days from the date of receipt of a copy of this judgment to serve out the sentence, failing which the trial Court shall take necessary steps in accordance with law for securing her arrest and execution of the sentence.

Let a copy of the judgment along with the Lower Court Record (LCR) be communicated to the Court concerned forthwith for information and necessary action.

***(Md. Bashir Ullah, J)***