IN THE COURT OF
THE ADDITIONAL SESSIONS JUDGE - V, ERNAKULAM
Present :- Sri. T. Madhusoodanan, Additional Sessions Judge - V
Thursday the 31st day of July, 2025 / 9th Sravana, 1947

CRIMINAL APPEAL No. 266/2021

From which court the appeal is preferred	:	Judicial First Class Magistrate Court (N.I Act Cases), Ernakulam.
No. of Case in that court	:	CC No. 126/20215

Appellant **:-**

Stigi Alexander George, S/o. Late George, Valiya Parambil House, X/749, Varma Road, South Chittoor P. O., Cochin - 682 027

By Advs. - Vinu Chand and Gee Varghese Mathew

Respondent **:-**

Nazeema Salim, W/o. Meethiyan, Marottical House, Ambunad, Edathala Post, Aluva - 683 561 represented by Power of Attorney Holder M. M. Salim, S/o. Meethiyan, Marottical House, Ambunad, Edathala Post, Aluva - 683 561.

By Adv. - George Abraham Pachayil

The Sentence and the provision of law under which it was imposed by the lower court:-

The accused is sentenced u/s 255(2) of the Code of Criminal Procedure to undergo simple imprisonment for a period of three months and to pay a fine of Rs. 7,10,000/- (Seven Lakh Ten Thousand Rupees Only). In default of payment of fine, the accused shall undergo simple imprisonment for one month for the offence punishable under sec. 138 of the negotiable instruments Act, 1881. The amount of fine, if realised, shall be paid to the complainant as compensation u/s. 357(1) of the Code of Criminal Procedure, 1973.

Whether confirmed, reversed or modified and if modified, the modification :-

i) Criminal Appeal is allowed in part

ii) The finding of guilty under Section 138 of the Negotiable Instruments Act and conviction there under passed by the learned Judicial Magistrate of First Class (NI Act Cases), Ernakulam in CC 126 of 2015 dated 16.10.2021 stands confirmed.

iii) The sentence imposed by the learned Magistrate is modified as follows:-

(a) In suppression of the sentence imposed by the learned Magistrate the accused is sentenced to undergo imprisonment till rising of the court and to pay a fine of Rs.7,10,000/- (Rupees Seven Lakhs Ten Thousand Only) under Section 138 of the Negotiable Instruments Act and in default of payment of fine the accused shall undergo simple imprisonment for a period of six months and the fine amount if realized shall be paid as compensation to the complainant under Section 357(1) of Cr.P.C.

(b) Appellant/accused shall appear before the trial court on 30.09.2025 to receive and undergo sentence.

<u>Date of or on which</u>

Presentation	***Filing***	***Issuance of Notice to the respondent***	***Appearance of respondent***	***Appellant ordered to appear***	***Release on execution of Bail Bond***	***Final Hearing***	***Judgment***
1	2	3	4	5	6	7	8
17.11.2021	23.11.2021	24.11.2021	29.06.2024	19.12.2023	--	23.07.2025	31.07.2025

This petition having come up for hearing before me on 23.07.2025 and the court on 31.07.2025 delivered the following.

JUDGMENT

This is an appeal under Section 374 (3) of the Code of Criminal Procedure against the judgment of the Judicial Magistrate of First Class (NI Act Cases), Ernakulam dated 16.10.2021 in CC No.126 of 2015.

2. The accused is the appellant. The offence alleged against the accused is under Section 138 of the Negotiable Instruments Act.

3. The learned Magistrate convicted the accused under Section 255(2) of the Code of Criminal Procedure for the offence punishable under Section 138 of the Negotiable Instruments Act and sentenced him to undergo simple imprisonment for a period of three months and to pay a fine of Rs.7,10,000/- and in default to undergo simple imprisonment for one month. The amount of fine, if realized, shall be paid as compensation to the complainant under Section 357 (1) of the Code of Criminal Procedure. Against the said order of conviction and sentence, the accused preferred this appeal.

4. The complainant is the sole respondent in this appeal.

5. The parties are hereinafter referred to as the complainant and the accused as in the trial court. The Negotiable Instruments Act is hereinafter referred to as the Act for short.

6. The case of the complainant is that the complainant and the accused are known to each other and the accused had borrowed a sum of Rs.5,00,000/- from the complainant undertaking to repay the same within 6 months. In discharge of the said liability the accused had issued a cheque bearing No.642839 for an amount of Rs.5,00,000/- dated 20.09.2014 drawn on the South Indian Bank, Ernakulam North Branch. When the complainant presented the cheque for encashment through Federal Bank Limited, Broadway Branch it was returned unpaid for the reason “Exceeds arrangements” with a memo dated 23.09.2014. Thereafter the complainant caused to issue a registered lawyer notice to the accused calling upon him to pay the amount covered by the cheque. Even though the said notice was served on to the accused on 23.10.2014, he did not pay the amount covered by the cheque. The accused has not paid the amount covered by the cheque till today. Hence the complaint.

7. Initially the complaint was filed before the Additional Chief Judicial Magistrate (E &O), Ernakulam. The learned Magistrate took cognizance of the offence and numbered as CC 1497 of 2014. Later the same was transferred to Judicial Magistrate of First Class (NI Act Cases), Ernakulam and the same was refiled as CC 126 of 2015. On receipt of summons the accused appeared before that court and was got enlarged on bail. Copy of the complaint was given to the accused and particulars of offence were read over and explained to the accused, to which he pleaded not guilty and claimed to be tried. Following the procedure for summons trial PW1 was examined and Exts.P1 to P7 were marked on the side of the complainant. After closing the prosecution evidence, the accused was examined under Section 313 (1)(b) of the Code of Criminal Procedure. He denied all the incriminating circumstances appearing in evidence against him and stated that the address shown in the notice and in the complaint is not that of his and it is a false address. Defence evidence consists of oral evidence of DW1 and documentary evidence of Exts.D1 to D3. DW1 is none other than the accused.

8. Thereupon after hearing both sides and on an anxious consideration of the entire aspects on record, the learned Magistrate was

pleased to hold that the complainant has succeeded in proving his case beyond reasonable doubt and that the statutory presumptions available is also in his favour and the accused failed to put forward a probable defence sufficient to rebut the statutory presumption. On these findings, the trial court found the accused guilty of the offence punishable under Section 138 of the NI Act and convicted him thereunder and sentenced him as aforesaid.

9. Heard both sides and meticulously perused and considered the trial court records.

10. The following points arose for consideration.

1. Whether the complainant has complied all the statutory requirements in filing the complaint ?
2. Whether Ext.P2 cheque was issued by the accused to the complainant in discharge of a legally enforceable debt and the same was dishonoured for want of sufficient funds in the account of the accused?
3. Whether the accused had committed the offence punishable under Section 138 of the NI Act?

4. Whether the sentence imposed by the learned Magistrate is inadequate warranting interference?

5. Whether the order of conviction and sentence passed by the trial court is liable to be interfered with?

11. **Point No. 1** :- With regard to the legal formalities to be complied for filing a valid complaint under Section 138 of Negotiable Instruments Act, there is no much challenge from the side of the accused. The evidence on record shows that the complainant has complied all the statutory formalities before filing the complaint. So, there is fulfillment of all the pre-requisites for preferring a valid complaint against the accused under Section 138 of NI Act. The above point is answered against the appellant.

12. **Point Nos. 2 and 3** :- For the sake of convenience these points can be considered together. The case of the complainant is that a sum of Rs.5,00,000/- was borrowed by the accused and in discharge of the said liability the accused issued a cheque for Rs.5,00,000/- drawn on the South Indian Bank Limited, Ernakulam North Branch dated 20.09.2014. Ext.P2 is the said cheque. When the same was presented for encashment, it was dishonoured for want of sufficient funds. Ext.P3 is the dishonour

memo. Thereupon complainant caused to issue a registered lawyer notice demanding the amount covered by the cheque. Even though the said notice was properly received and acknowledged by the accused, it did not evoke any positive response. Ext. P4 is the lawyer notice. Ext.P5 is the postal receipt. Ext.P6 is the acknowledgment card. The accused neither repaid the amount nor responded to the notice. Ext.P7 is the pass book issued by the Federal Bank Limited, Broadway Branch. PW1 is the Power of Attorney Holder of the complainant. Ext.P1 is the Power of Attorney executed by the complainant. Evidence of PW1 coupled with Exts.P2 and Ext.P7 proves the transaction, liability of the accused. Ext.P3 proves the reason for dishonour. Evidence of PW1 coupled with Exts.P2 and P7 proves that Ext.P2 cheque was issued in discharge of a legally enforceable liability. The evidence of PW1 coupled with Ext.P3 shows that Ext.P3 account is in the name of the accused and it is being operated by the accused. Ext.P3 shows that there are no sufficient funds in the account of the accused at the time of presentation of Ext.P2 cheque. So, Ext.P3 shows that the account to which Ext.P2 cheque was issued was maintained by the accused. So, the evidence on record proves that Ext.P2 cheque was returned unpaid for want of sufficient funds. Ext.P7 shows that the complainant had advanced a sum of Rs.5,00,000/- to the accused. The accused has no case that he had repaid the said amount. Ext.P4 shows that within the statutory period the complainant had caused to issue a lawyer notice calling upon the accused to pay the amount covered by the cheque. Ext.P6 shows that the same was received by the accused. The address shown in Ext.P4 notice is the address shown in the complaint. Summons issued to the accused from this court was returned unserved with an endorsement "addressee left". But endorsement shows that intimation was served to the addressee. So, it is to be presumed that address shown in the complaint as well as in the notice is correct. In order to prove that address shown in Ext.P4 is not the correct address, there is no acceptable evidence. Further accused has no case that signature in Ext.P6 is not that of his. Further there is no evidence to prove the repayment of the amount covered by Ext.P2 cheque. So, the evidence on record proves the transaction, issuance of cheque, dishonour of the cheque and non payment of the amount covered by the cheque within the statutory period. Relying on the decision reported in **Alavi Haji vs. Muhammed 2007(3) KLT 77 (SC)** it was contended that "any drawer who claims that he did not receive the notice sent by post, can, within 15 days of receipt of summons from the court in respect of the complaint under Section 138 of the Act, on payment of the cheque amount submit to the court that he had made payments within 15 days of receipt of summons and, therefore, the complaint is liable to be rejected. A person who does not pay within 15 days of receipt of summons cannot obviously contend that there is no proper service of notice as required under Section 138 of NI Act". Relying on the decision reported in **N. Parameswaran Unni vs. G. Kannan and Another 2017 (5) SCC 737** contended that when a notice is sent by the registered post and is returned with postal endorsement "refused" or "not available" or "house locked" or "shop closed" or "addressee is not in station" due service is to be presumed. So a proper service is to be presumed, it is urged.

13. The case of the accused in defence is a total denial of the case of the complainant. He does not owe any amount to the complainant as alleged. As a matter of fact he has no acquaintance with the complainant. He never met the complainant. As a matter of fact, the complainant is the benami of Mether Projects. The accused had undertaken and carried out a contract work with Mether Projects, a Construction Company, at Kochi. At that time the accused had received a sum of Rs.5,00,000/- from Ubai Mether, owner of the Mether Projects as advance for the purpose of the work of land development project in Kalamassery. Ubai Mether owner of

the Mether Projects paid the said amount from the account of the complainant, which is his benami account. He made the payment from the account of the complainant to evade payment of income tax. When Rs.5,00,000/- was paid a blank cheque was issued to Mr. Ubai Mether as security. Mr. Ubai Mether was operating this account which is his benami account in the name of the complainant. When he successfully completed the work of Mether Projects, the accused demanded return of the cheque which he had entrusted with Mether Projects as security. The same was not returned stating that it was misplaced at the time of shifting the office. Misutilizing the said cheque and unauthorizedly filling up the same a false complaint has been filed. He had never borrowed a sum of Rs.5,00,000/- from the complainant. He has not received the notice alleged to have been issued by the complainant. The address shown in the notice as well as in the complaint is not that of the accused. A false address has been stated in the complaint and notice. Exts. D1 to D3 shows that address shown in the statutory notice and complaint is not the address of the accused. As a matter of fact the accused has no transaction with the complainant. PW1 has no locus standi to represent the complainant. He has no connection with the transaction and issuance of cheque. PW1 is an employee of the Mether Projects. The evidence of PW1 suggests that there was no transaction between the complainant and the accused and the blank cheque issued in the transaction with Mether Projects to Mr. Ubai Mether was misutilised. So, it is evident that Ext.P2 is not a cheque issued in discharge of a legally enforceable liability. So, the accused is totally innocent of the prosecution allegations. This being so the complainant is not entitled to raise the presumption envisaged under Section 118 and 139 of the Act. Evidence of DW1 and Exts. D1 to D3 shows that the accused had succeeded in rebutting the presumptions. So the trial court erred in finding that the complainant is entitled to draw the presumption envisaged under Section 118 and 139 of the Act. In order to substantiate the contentions accused placed reliance on the decision reported in **Suju K.S. vs. O. Saji and Another reported in 2019 (3) KHC 897**.

14. Admittedly signature in the cheque is that of the accused. At the outset I may point out that the defence set up by the accused cannot be digested by a prudent mind. Admittedly the cheque was issued to the accused from an account maintained by him. Ext.P3 shows that cheque was dishonoured with an endorsement “exceeds arrangements” which obviously means “want of sufficient funds”. The fact that cheque was dishnoured for the sole reason “exceeds arrangement” clearly shows that

the signature in Ext.P2 cheque is that of the accused. It is important to note that the definite case of the accused that the impugned cheque was issued when he received a sum of Rs.5,00,000/- form the complainant. It is true that he contends that the amount was paid by one Mr. Ubai Mether who was the owner of the Mether Projects as advance in the work contract entered into with Mether Projects. But Ext.P7 as well as the evidence on record shows that the amount was paid from the account of the complainant to the account of the accused. Admittedly Ext.P2 cheque was issued by his banker to the accused to operate an account maintained by him. Further Ext.P3 shows that cheque was dishonoured with an endorsement "exceeds arrangements". Ext.P3 shows that account to which Ext.P2 cheque was issued is being maintained by the accused. So it is evident that cheque as well as the signature there in are that of the accused. The main contention of the accused is that the cheque was not issued to the complainant towards any legally enforceable liability. Infact it was handed over to one Mr.Ubai Mether in a totally different transaction. Apart from a bare suggestion in the cross examination and assertion when examined as DW1 there is no acceptable evidence to substantiate the said contention. So, there is no acceptable evidence to prove how a cheque issued to the accused by his banker to operate an account maintained by him travelled from his possession to that of the complainant. According to me the explanation offered by the accused is not plausible. Hence I am of the considered view that the fact that there is no acceptable explanation how a cheque issued to the accused to operate his account and bore his signature travelled from his possession to that of the complainant. This goes long way in the proof of execution of Ext.P2 cheque. So the evidence on record is sufficient to prove the execution of the cheque. It is true that PW1 is the Power of Attorney Holder of the complainant. It is also true that he is an employee in the Mether Projects. But it is to be noted that Ext.P7 shows payment of Rs.5,00,000/- to the accused by the complainant. Merely placing reliance on the contention of the accused that the complainant is a benami of Mr. Ubai Mether and Mr. Ubai Mether was operating Ext.P7 account without any proof, it cannot be said that there was no transaction between the complainant and the accused.

15. It is now trite that once execution of cheque is proved presumption envisaged under Section 118 and 139 of Negotiable Instruments Act can be legally drawn by the complainant. Section 118 of the Negotiable Instruments Act enjoins the Court to legally infer that the cheque was made or drawn for consideration on the date which the cheque

bears. Section 139 of the Act enjoins the Court to presume that holder of the cheque received it for the discharge of debt or liability. It is true that the presumptions envisaged under Section 118 and 139 of Negotiable Instruments Act are rebuttable presumptions. Further the standard of rebuttable evidence to be adduced by the accused is only be of inferior standard of preponderance of possibilities and probabilities as applicable in civil law. The evidence required to shift the burden need not always be direct evidence. It is also true that it cannot be insisted that oral or documentary evidence or admissions made by the opposite party is necessary to rebut the presumption. When the accused succeeded in adducing sufficient rebuttable evidence, then the burden of proof will again shift to the complainant. Then he has to prove the entire transaction by adducing cogent and clear evidence.

16. In the foregoing discussions I have already indicated that the there is no evidence to substantiate the defence set up by the accused. It is true that the accused can rely on the improbabilities of the case of the complainant to rebut the presumption. But here in this case the defence set up by the accused could not be digested by a prudent mind. It is beyond human probabilities and possibilities. Hence considering the

totality of evidence I am of the view that there is no evidence to rebut the presumption.

17. In **Bir Singh vs. Mukesh Kumar 2019 (4) SCC 197** the Apex Court held that a meaningful reading of the provisions of the Negotiable Instruments Act including, in particular, S.20, S.87 and S.139, makes it amply clear that a person who signs a cheque and makes it over to the payee remains liable unless he adduces evidence to rebut the presumption that the cheque had been issued for payment of a debt or in discharge of a liability. It is immaterial that the cheque may have been filled in by any person other than the drawer, if the cheque is duly signed by the drawer. It was further held that even a blank cheque leaf, voluntarily signed and handed over by the accused, which is towards some payment, would attract presumption under S.139 of the Negotiable Instruments Act, in the absence of any cogent evidence to show that the cheque was not issued in discharge of a debt.

18. The Apex Court in **Basalingappa v. Mudibasappa, 2019 (5) SCC 418** encapsulated the principles of law governing presumption under

S.118(a) and S.139 of the N.I. Act and how the presumption can be rebutted. It was held,-

"23. We having noticed the ratio laid down by this Court in above cases on S.118(a) and S.139, we now summarise the principles enumerated by this Court in following manner:

(i) Once the execution of cheque is admitted S.139 of the Act mandates a presumption that the cheque was for the discharge of any debt or other liability.

(ii) The presumption under S.139 is a rebuttable presumption and the onus is on the accused to raise the probable defence. The standard of proof for rebutting the presumption is that of preponderance of probabilities.

(iii) To rebut the presumption, it is open for the accused to rely on evidence led by him or accused can also rely on the materials submitted by the complainant in order to raise a probable defence. Inference of preponderance of probabilities can be drawn not only from the materials brought on record by the parties but also by reference to the circumstances upon which they rely.

(iv) That it is not necessary for the accused to come in the witness box in support of his defence, S.139 imposed an evidentiary burden and not a persuasive burden.

(v) It is not necessary for the accused to come in the witness box to support his defence."

19. Reiterating the aforesaid principles, a three Judge Bench of the Apex Court in **M/s. Kalamani Tex and Another v. P. Balasubramanian, 2021 (5) SCC 283** held that once the signature of an accused on the cheque is established, the 'reverse onus' clauses become operative. In such a situation, the obligation shifts upon the accused to discharge the presumption imposed upon him. A similar view was taken by the Apex Court in **Rajesh Jain v. Ajay Singh, 2023 (6) KHC 391 : 2023 SCC OnLine SC 1275** also. It was held that S.139 of the N.I. Act requires that the Court 'shall presume' the fact stated therein, and hence it is obligatory on the court to raise this presumption in every case where the factual basis for the raising of the presumption had been established. But this does not preclude the person against whom the presumption is drawn from rebutting it and proving the contrary as is clear from the use of the phrase 'unless the contrary is proved'. So the contention of the accused that a blank cheque issued by the accused in a totally different transaction was misutilised to foist a false complaint is not accepatable. Here in this case except the fact that PW1 and the complainant are employees of Ubai Mether and Mether

Projects, there is no acceptable evidence to prove the contentions of the accused. There is no evidence to prove that accused had undertaken a work contract from the Mether projects. There is no evidence to prove that accused had successfully completed the work and he had demanded back the blank cheque handed over when Rs.5,00,000/- was paid as advance. So the evidence on record is in sufficient to prove the defence set up by the accused.

20. Next contention raised by the accused is that no statutory notice was served on to him. Ext.P4 shows that within the statutory period the complainant had caused to issue a lawyer notice calling upon the accused to pay the amount covered by the cheque. Ext.P6 shows that the same was received by the accused. The address shown in Ext.P4 notice is the address shown in the complaint. Summons was issued to the accused from this court in that address. It is true that same was returned unserved with an endorsement “addressee left” and intimation was served to the addressee. So, it is to be presumed that address shown in the complaint as well as in the notice is correct. In order to prove that address shown in Ext.P4 is not the correct address, there is no acceptable evidence. Exts. D1 to D3 are not sufficient to prove that the address shown in Exts.P4 and

P6 and in the complaint are not the address of the accused. Further the accused has no case that signature in Ext.P6 is not that of his. He has not taken steps to prove that signature in Ext.P6 is not his signature. Further there is no evidence to prove the repayment of the amount covered by Ext.P2 cheque. So, the evidence on record proves that transaction, issuance of cheque, dishonour of the cheque and non payment of the amount covered by the cheque. In the decision reported in **Alavi Haji vs. Muhammed 2007(3) KLT 77 (SC)** it was held that "any drawer who claims that he did not receive the notice sent by post , can, wihtin 15 days of receipt of summons from the court in respect of the complaint under Section 138 of the Act, on payment of the cheque amount submit to the court that he had made payments within 15 days of receipt of summons and therefore the complaint is liable tobe rejected. A person who does not pay within 15 days of receipt of summons cannot obviously contend that there is no proper service of notice as required under Section 138 of NI Act". So I am of the view that the accused who has not paid the cheque amount till date cannot contend that the complaint must fail for want of service of statutory notice.

21. Hence considering the entire circumstances of the case, I am of the considered view that the evidence on record is sufficient to prove the case beyond reasonable doubt that the accused had issued Ext.P2 cheque to discharge legally enforceable liability and it was dishonoured on presentation for want of sufficient funds in the account of the accused. It is also proved that the accused failed to pay the amount covered by the cheque even after the receipt of intimation of the dishonour of the cheque within the statutory period. So all the ingredients of the offence under Section 138 r/w 142 of Negotiable Instruments Act has been convincingly proved. That means the accused is guilty of the said offence. The above points are answered accordingly.

22. **Point Nos. 4 and 5** :- In view of the said findings, it is found that the accused is guilty of the offence under Section 138 of the Negotiable Instruments Act. Therefore, the order of conviction passed by the trial court is upheld.

23. Coming to the sentence imposed, the learned Magistrate, sentenced the accused to undergo simple imprisonment for a period of three months and to pay a fine of Rs.7,10,000/- and in default to undergo

simple imprisonment for one month. The amount of fine if realized shall be paid as compensation to the complainant under Section 357 (1) of the Code of Criminal Procedure. According to me there cannot be a dispute that, even though Section 138 constitute a penal offence, the transaction is basically civil in nature. Further, there is no evidence to prove that the accused is a habitual offender and is having so many criminal cases in his credit. In this circumstance, I do not find it proper and necessary to impose substantive sentence of imprisonment on a first time offender like the accused. According to me imposition of fine with a direction to pay the fine amount as compensation to the complainant with adequate default sentence will definitely meet the ends of justice. In the decision reported in **2011 (4) KHC 276 Vijayan R. vs. Baby and Another** Hon'ble Apex Court was pleased to hold that Court should, unless there are special circumstance in all cases of conviction uniformly exercise the power to levy the fine upto twice the cheque amount (keeping in view the cheque amount and simple interest thereon as the reasonable quantum of loss) and direct payment of such amount as compensation. According to me imposition of till rising of the court and direction to pay fine of Rs.7,10,000/- (Rupees Seven Lakhs Ten Thousand Only) and direction to pay the same as compensation under Section 357 (1) of the Code of Criminal Procedure followed by default sentence of 6 months will be adequate sentence. To that limited extent, the impugned judgment is to be interfered. Accordingly I do so. The above point is answered accordingly.

In the result,

i) Criminal Appeal is allowed in part

ii) The finding of guilty under Section 138 of the Negotiable Instruments Act and conviction there under passed by the learned Judicial Magistrate of First Class (NI Act Cases), Ernakulam in CC 126 of 2015 dated 16.10.2021 stands confirmed.

iii) The sentence imposed by the learned Magistrate is modified as follows:-

(a) In suppression of the sentence imposed by the learned Magistrate the accused is sentenced to undergo imprisonment till rising of the court and to pay a fine of Rs.7,10,000/- (Rupees Seven Lakhs Ten Thousand Only) under Section 138 of the Negotiable Instruments Act and in default of payment of fine the accused shall undergo simple imprisonment for a period of six months and the fine amount if realized shall be paid as compensation to the complainant under Section 357(1) of Cr.P.C.

(b) Appellant/accused shall appear before the trial court on 30.09.2025 to receive and undergo sentence.

Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court on this the 31st day of July, 2025.

Sd/-
C. K. Madhusoodanan
Addl. Sessions Judge -VI
For **T. Madhusoodanan**
Addl. Sessions Judge -V

APPENDIX : Nil

Id/-
C. K. Madhusoodanan
Addl. Sessions Judge -VI
For **T. Madhusoodanan**
Addl. Sessions Judge -V

// True copy //

C. K. Madhusoodanan
Addl. Sessions Judge -VI

Typed by : Annie Compared by : Sheena

Copy of Judgment in

Crl. Appeal No. 266/2021

Dated : 31.07.2025