IN THE COURT OF THE JUDICIAL I CLASS MAGISTRATE – IV, PUNALUR

Present: Smt. Reshma R.S., Judicial 1st Class Magistrate.

On the 6th day of May 2026/ 16th day of Vaisakha, 1948

ST 1/2020

Complainant	:	Sree Gokulam Chit & Finance Co.[P]ltd, Sree Gokulam Towers, No. 66, Arcot Road, Chennai, Represented by its Assistant Business Manager A.Omanakuttan, S/o Achuthan, aged 44 (By Adv. Binu S.S)
Accused	:	Preetha. R, W/o. Shine Kumar, Shine Bhavan, Edamon P.O, Anchal. (By Adv. B. Somasekharan Nair)
Offence	:	u/S.138 of the Negotiable Instruments Act.
Plea	:	Not guilty.
Finding	:	Guilty
Sentence	:	The accused is found guilty of the offence punishable u/S 138 of the N.I Act, and she is convicted for the said offence u/S. 255(2) of Cr.P.C. Accused is sentenced to undergo simple imprisonment till the rising of the court and also to pay a fine of Rs. 4,61,000/- (Rupees Four Lakh Sixty-One Thousand only). On recovery of the fine amount, the same shall be paid to the complainant as compensation u/S. 357(1)(b) of Cr.P.C. In default of payment of fine, the accused shall undergo simple imprisonment for a term of five months.

DESCRIPTION OF ACCUSED

1	2	3	4	5	6	7
Sl. No.	Name of the police station and the crime No. of the offence	Name	husband's name	Occupation	Residence	Age
1		Preetha.R	Shine Kumar	----	Shine Bhavan, Edamon P.O, Punalur.	----

Dates of:-

8	9	10	11	12	13	13A
Occurrence	Complaint	Apprehension	Release on bail	Commitment	Commencement of trial	Commencement of evidence
31/05/2016	04/08/2016	31/10/2019	31/10/2019	------	31/10/2019	26/04/2021

14	15	16	17	18
Close of trial	Sentence or order	Service of copy of judgment or finding on accused	Explanation of delay	Period of detention undergone during investigation, inquiry or trial for the purpose of Section 428 Cr.P.C.
13/04/2026	06/05/2026	--	Nil	-----

This case having been finally heard on 02/05/2026 and the Court today delivered the following: -

J U D G M E N T

Complaint filed under section 138 of the Negotiable Instruments Act, 1881 (hereinafter referred to as "the N.I. Act").

2. **The complainant's case, in brief, is as follows:** - The complainant is the Sri. Gokulam Chits and Finance Ltd. The accused is the prized subscriber of chit No. J2H/2561/JMM/03 of Punalur Branch terminated on 28/05/2013, having a sala of Rs. 5,00,000/-. In discharge of her

outstanding liability with interest, the accused issued a cheque bearing No. 039463 dated 28/05/2016, for an amount of Rs. 2,42,640/- drawn at the Federal Bank, Edamon branch. When the complainant presented the cheque for collection at the Dhanalekshmi Bank, Punalur Branch, it was dishonoured for insufficient funds. The complainant issued a legal notice dated 22/06/2016 to the accused demanding the repayment of the amount within 15 days from the date of receipt of the notice. Even though the accused received the notice on 23/06/2016, she has not made any payment till date. Hence, this complaint.

3. Initially, the complaint was originally filed before the Judicial First-Class Magistrate Court-III, Punalur, as ST 835/2017. The accused appeared before the court, and she was released on bail. Copies of all relevant records were served to the accused and thereby complied with section 207 of the Code of Criminal Procedure, 1973 (hereinafter referred to as Cr.P.C.). On 31/10/2019, particulars of the offence under section 138 of N.I. Act were read over and explained to the accused, to which she pleaded not guilty and claimed to be tried. Thereafter, the case was transferred to this Court as per the order of the Hon'ble Chief Judicial Magistrate, Kollam and the same was taken on file as ST 1/2020.

4. From the complainant’s side, PW1 was examined and Exts. P1 to P10 were marked.

5. After completing the complainant's evidence, the accused was examined u/S. 313(1)(b) of the Cr.P.C. The accused denied all the incriminating circumstances against her and maintained the plea of innocence. Even though the accused was called upon to enter her defence, she did not adduce any evidence.

6. The points that arise for consideration, in this case, are as follows:

1) Whether the accused had drawn and executed Ext. P2 cheque to the complainant in the discharge of an existing debt or liability as alleged by the complainant?

2) Whether the Ext. P2 cheque dishonoured for insufficient funds in the account of the accused?

3) Does the complainant comply with all the statutory formalities for launching prosecution u/S. 138 of the NI Act?

4) Did the accused commit the offence punishable under section 138 of the Negotiable Instruments Act?

5) If found guilty, what is the proper order as to sentence and punishment?

7. Heard both sides and perused all the available records.

8. **Point Nos. 1 to 4**: - These points are considered together for brevity, convenience, and to avoid repetition of facts. The accused was a

subscriber to the chit No. J2H/2561/JMM/03 of Punalur Branch terminated on 28/05/2013, having a sala of Rs. 5,00,000/-. (Rupees Five Lakh only). The learned counsel for the complainant argued that the accused issued a cheque bearing No. 039463 dated 28/05/2016 for an amount of Rs. 2,42,640/- towards the discharge of the outstanding liability in the chit transaction, and that when the cheque was presented for collection, it was dishonoured due to insufficient funds. To prove the complainant's case, the deputy manager of the complainant mounted the box and gave evidence as PW1. It can be seen that the present complaint was filed by the then legal representative of the complainant company, Mr Omanakuttan, who expired during the proceedings. Subsequently, the present legal representative was permitted to represent the complainant. The authorisation letter dated 10/02/2016 issued in favour of Mr Omanakuttan was produced before the court and was marked as Ext. P1. PW1 deposed in tune with the affidavit in lieu of examination-in-chief. He deposed before the court that he had not personally witnessed the issuance of the cheque, as he was not working in that branch at the relevant time. However, it is to be noted that the complaint was filed by the deputy manager, who had personal knowledge of the transaction, and during the pendency of the proceedings, he expired. PW1 produced the authorisation letter dated 02/05/2022, issued by the company to represent the company before the court, and it was marked as Ext. P1(a). PW1 produced the original cheque bearing No. 039463 dated 28/05/2016 before the court, and the same was marked as Ext. P2. The dishonour memo dated 31/05/2016 was produced before the court and marked as Ext. P3. PW1 deposed that the fact of dishonour of the cheque was intimated to him by an intimation memo dated 02/06/2016, and the same was marked as Ext. P4. PW1 also produced the true copy of the advocate notice dated 20/06/2016, and the same was marked as Ext. P5. The postal receipt and postal acknowledgment card evidencing the issuance and acceptance of Ext. P5 notice were produced before the court and the same were marked as Ext. P6 and Ext. P7, respectively. The monthly ledger extract of the chit transaction and the payment voucher were produced before the court, and they are marked as Exts. P8 and P9, respectively. PW1 produced the undertaking for payment of future subscription, and it was marked as Ext. A10. The learned counsel for the complainant argued that the oral and documentary evidence adduced on her behalf proves its case, and is entitled to the benefit of the presumptions available under the N.I. Act.

9. The first thing to consider here is the existence of a legally enforceable debt or liability between the complainant and the accused. According to the complainant, the accused was a subscriber to chit No. J2H/2561/JMM/03 of Punalur Branch, having a sala of Rs. 5,00,000/- (Rupees Five Lakh only), and in discharge of the outstanding liability, the

accused issued Ext. P2 cheque. It is to be noted that no other documents relating to the chit transaction were produced by the complainant, except the payment voucher. From a perusal of the payment voucher, it can be seen that the accused was a subscriber to the chit No. J2H/2561/JMM/03, and the price amount was released in his favour. It is to be noted that the accused did not adduce any evidence to substantiate her. It is also a matter of significance that the accused did not dispute the fact that she was a subscriber to the chit.

10. During his cross-examination, PW1 deposed that he is authorised by the complainant company to represent the company before the court. When a specific question was put to him, denying the authority of Pratheesh Kumar to issue the Ext. P1(a) document, he denied the same. Further, he added that in Ext. P1(a) document, there is no reference regarding the total number of directors present on that date and the entitlement of Pratheesh Kumar to issue that document. Further, he added that he did not produce the minutes book, articles of association and memorandum before the court. According to PW1, the bank manager at the relevant time was Shibi Raj, and PW1 worked along with him. Further, PW1 denied a suggestion put to him, challenging the validity of Ext. P8 document. PW1 further added that he did not produce the chit agreement. According to PW1, when the accused subscribed to the chit, apart from her application and identity card, no other documents were produced.

Further, he added that no blank signed papers were obtained. Further, PW1 denied a suggestion put to him regarding the irregularity that occurred in the calculation of interest. According to PW1, the accused filled up the entries in the cheque. Further, he denied a suggestion put to him that the accused did not issue Ext. P2 cheque on the alleged date. According to PW1, the accused was the 3rd subscriber of the chit, and he added that the interest rate is 18%. Further, PW1 denied a suggestion put to him, challenging the validity of the statutory notice.

11. Here, the accused does not have a case that she was not a subscriber to the chit transaction. The accused also did not dispute the fact that she had given her cheque. But the contention is that the cheque was given as a security and not to discharge a legal liability. The accused claims that the cheque issued at the time of subscribing to the chit was misused to file this complaint. However, it is to be noted that the accused did not adduce any evidence to substantiate her version. Here, it is an admitted fact that the accused was a subscriber to the chit transaction. Only contention raised is that the accused did not issue the cheque as alleged in the complaint. The learned counsel for the accused argued that PW1 is not authorised to give evidence on behalf of the complainant and that the authorisation letter is invalid. It was also contended that PW1 has no direct knowledge of the transaction. The learned counsel for the complainant argued that the documents were marked without any

objection from the other side, and hence, they cannot subsequently object to it, and he placed his reliance on the decision of the Hon'ble Apex Court in **Kaliya v. State of Madhya Pradesh**, reported in **2013 (10) SCC 758**. In this case, it was held that "*Section 65(c) of the Act 1872 provides that secondary evidence can be adduced relating to a document when the original has been destroyed or lost, or when the party offering evidence of its contents cannot, for any other reason, not arising from his own default, or neglect, produce it in reasonable time. The court is obliged to examine the probative value of documents produced in court or their contents and decide the question of admissibility of a document in secondary evidence. (Vide: H. Siddiqui (dead) by Lrs. v. A. Ramalingam, AIR 2011 SC 1492; and Rasiklal Manikchand Dhariwal and Another v. M.S.S. Food Products, 2012 (2) SCC 196). However, the secondary evidence of an ordinary document is admissible only and only when the party desirous of admitting it has proved before the court that it was not in his possession or control of it and further, that he has done what could be done to procure the production of it. Thus, the party has to account for the non-production in one of the ways indicated in the section. The party further has to lay down the factual foundation to establish the right to give secondary evidence where the original document cannot be produced. When the party gives in evidence a certified copy/secondary evidence without proving the circumstances entitling him to give secondary evidence, the opposite party* *must raise an objection at the time of admission. In case, an objection is not raised at that point of time, it is precluded from being raised at a belated stage. Further, mere admission of a document in evidence does not amount to its proof. Nor, mere marking of exhibit on a document does not dispense with its proof, which is otherwise required to be done in accordance with law.*" In light of this decision, it can be seen that the objection to the marking of documents to be raised at the time of admission, and not afterwards. Here, there was no such objection at the time of marking the documents. However, mere marking of the documents would not prove its contents.

12. However, the learned counsel for the accused relied on the decision of the Hon'ble High Court of Kerala in **Rev. Noble Philip v. Nevin Noble**, reported in **2020 (4) KLT 683**, and argued that the mere admission of the documents would not prove their contents. The learned counsel for the accused also argued that the primary and direct evidence is to be adduced to prove the version of the complainant, and in the present case, there is no direct evidence and hence, the accused is liable to be acquitted.

13. It is significant to note that the complaint was filed by the then assistant business manager, and as he expired during the proceedings, the deputy manager was permitted to represent the complainant company. It can be seen that, even though there was a challenge that PW1 lacked

direct knowledge of the transaction, no specific suggestion was made to PW1 in that regard during his cross-examination. In the proof affidavit, there is a clear contention that PW1 is aware of the facts of the case. That fact was also not questioned during cross-examination. Further, PW1 gave evidence to the effect that he was working at the branch at the time of the transaction. But even though it was testified that he is ready to produce the records, no records were produced. However, there is no evidence to the contrary.

14. The Hon'ble High Court of Kerala in **M/s Sree Gokulam Chit and Finance Company Pvt. Ltd. v. P R Balakrishnan and Others**, reported in **2024 KHC 7129**, held that "*In the case on hand, PW1 - Assistant Manager of the complainant - company filed the complaint and gave evidence on behalf of the company. Ext.P8 extract of the minutes shows that, the board of directors authorised him to do so. The fact that only extract of the minutes book was produced, without producing the original, or that Ext.P8 was produced at a belated stage, etc., will not take away that right from him. So, he could have filed the complaint and given evidence also on behalf of the company, on the strength of the resolution by the board of directors, an extract of which was produced as Ext.P8*."

15. It was further held that "*The respondents are not disputing issuance of Ext.P2 cheque to the appellant, though according to them, it was issued as a blank signed cheque. They are not disputing the fact that they*

auctioned the kuri which they subscribed with the appellant and future instalments were to be paid, even after auctioning the kuri. Obviously, Ext.P2 cheque was issued not under any threat or coercion, and even according to the respondents, it was issued as a security for the future instalments to be paid in the kuri, which they had auctioned. In Moideen v. Johny (2006 KHC 1055), this Court held that, even if a blank cheque was issued as a security, the person in possession of the blank cheque, can enter the amount of the liability and present it to the bank. When a blank cheque is issued by one to another, it gives an authority on the person, to whom it is issued, to fill it up at the appropriate stage, with the necessary entities regarding the liability, and to present it to the bank. In the event of dishonour of that cheque, the accused cannot be absolved from his liability."

16. It was further held that "*Learned counsel for the appellant would submit that, production of account books etc. may be relevant in a civil court, but as far as a criminal case under S.138 of the NI Act is concerned, there is presumption in favour of the holder of the cheque, and so the burden is upon the respondents to rebut that presumption. She would rely on a decision of the Hon'ble Apex Court in Chandel D. K. v. M/s. Wockhardt Ltd. and Another (2020 KHC 6204) which says that production of the account books / cash book may be relevant in a civil court; but may*

not be so, in the criminal case filed under S.138 of NI Act, because of the presumption raised in favour of the holder of the cheque."

17. Here, in light of the above decision, it can be seen that the question of the validity of Ext. P1(a), the non-production of chit records and the contention that Ext. P2 cheque was given as security would not stand. It is to be noted that the accused did not adduce any evidence in this case. At the time of examination under section 313 1(b) Cr. P. C., the accused, submitted that she was a subscriber to the chit, but she has remitted all the due amount. But the cheque given was not returned to her. Apart from that statement, no other evidence was adduced. The Hon'ble Apex Court in **Sumeti Vij v. Paramount Tech Fab Industries**, reported in **AIR 2021 SC 1281**, held that "*The statement of the accused recorded under S.313 of the Code is not a substantive evidence of defence, but only an opportunity to the accused to explain the incriminating circumstances appearing in the prosecution case of the accused*." In this case, no evidence has been adduced by the accused. There is nothing on record to substantiate her version stated at the time of her examination u/S. 313 (1)(b) of Cr.P.C. A perusal of the materials on the record makes it clear that the accused failed to set up a probable defence. On the other hand, from the materials on record, it can be seen that the complainant succeeded in discharging the initial burden cast on it.

18. As the complainant succeeded in discharging the initial burden, the complainant is entitled to get the benefit of presumptions available under sections 118 and 139 of the NI Act. Section 118 and Section 139 of the N.I. Act are as follows: -

> **S. 118. Presumptions as to negotiable instruments**.—Until the contrary is proved, the following presumptions shall be made:—
> (a) of consideration:—that every negotiable instrument was made or drawn for consideration, and that every such instrument, when it has been accepted, indorsed, negotiated or transferred, was accepted, indorsed, negotiated or transferred for consideration;
> (b) as to date:—that every negotiable instrument bearing a date was made or drawn on such date;
> (c) as to time of acceptance:—that every accepted bill of exchange was accepted within reasonable time after its date and before its maturity;
> (d) as to time of transfer:—that every transfer of a negotiable instrument was made before its maturity;
> (e) as to order of indorsements:—that the indorsements appearing upon a negotiable instrument were made in the order in which they appear then on;
> (f) as to stamp:— that a lost promissory note, bill of exchange or cheque was duly stamped;
> (g) that holder is a holder in due course:—that the holder of a negotiable instrument is a holder in due course: provided that, where the instrument has been obtained from its lawful owner, or from any person in lawful custody thereof, by means of an offence or fraud, or has been obtained from the maker or acceptor thereof by means of an offence or fraud, or for unlawful consideration, the burden of proving that the holder is a holder in due course lies upon him.
>
> **S. 139. Presumption in favour of holder**.—It shall be presumed, unless the contrary is proved, that the holder of a cheque received the cheque of the nature referred to in section 138 for the discharge, in whole or in part, of any debt or other liability.

19. How these presumptions have to be read and interpreted is settled by a catena of decisions of the Hon'ble Supreme Court and the Hon'ble High Court of Kerala. In **Rangappa v. Sri Mohan,** reported in **2010 KHC 4325**: AIR 2010 SC 1898, the Hon'ble Supreme Court held that the presumption under S. 139 would also include a presumption as to a legally enforceable debt. The Hon'ble High Court of Kerala in **Shabeer M. v. Anitha Bajee**,

reported in **2022 (6) KHC 704**, held that "*In a latest 3 Bench decision of the Apex Court reported in (2021 (2) KHC 517 : 2021 KHC OnLine 6063 : 2021 (1) KLD 527 : 2021 (2) SCALE 434 : ILR 2021 (1) Ker. 855 : 2021 (5) SCC 283 : 2021 (1) KLT OnLine 1132), Kalamani Tex (M/s.) and Another v. P. Balasubramanian the Apex Court considered the amplitude of presumptions under S.118 and S.139 of the N.I Act it was held as under:"*

20. Adverting to the case in hand, we find on a plain reading of its judgment that the Trial Court completely overlooked the provisions and failed to appreciate the statutory presumption drawn under S.118 and S.139 of NIA. The Statute mandates that once the signature(s) of an accused on the cheque / negotiable instrument are established, then these 'reverse onus' clauses become operative. In such a situation, the obligation shifts upon the accused to discharge the presumption imposed upon him. Once the 2nd Appellant had admitted his signatures on the cheque and the Deed, the Trial Court ought to have presumed that the cheque was issued as consideration for a legally enforceable debt. The Trial Court fell in error when it called upon the Complainant - Respondent to explain the circumstances under which the appellants were liable to pay.

21. xxxx xxxx xxxx

22. It has already been found that the complainant is entitled to get the benefit presumptions available under the NI Act. Hence, as per section 118, it can only be presumed that the cheque was executed for a valid consideration. Further, it can be seen that, as per section 139 of the NI Act, it

can only be presumed that the complainant received the cheque for the discharge, in whole or in part, of any debt or other liability. As the accused failed to rebut the presumptions available under the act, this court is of the view that it can only be presumed that Ext. P1 cheque is issued towards the discharge of a legally enforceable debt. Thus, point No. 1 is answered accordingly, in favour of the complainant.

23. As it has already come in evidence that the accused issued Ext. P2 cheque in discharge of a legally enforceable debt, the next thing to consider is the fact as to whether Ext. P2 cheque has been dishonoured due to insufficient funds. PW1 gave evidence to the effect that when the cheque was presented for collection, it got dishonoured. The dishonour memo and intimation memo were produced before the court, and they were marked as Exts. P3 and P4, respectively. The production of original dishonour memo and intimation having the official seal of the bank attracts the benefit of presumption available u/S. 146 of NI Act. As per section 146, the production of a banker's slip containing the official mark therein to the effect that the cheque has been dishonoured casts a duty upon the court to presume the fact that the cheque was dishonoured. As the accused failed to set up a probable defence, the presumption u/S. 146 of the N.I. Act comes to the aid of the complainant, and it can only be presumed that Ext. P2 cheque was dishonoured for insufficient funds in the account of

the accused to honour the same. Thus, point No.2 is answered accordingly, in favour of the complainant.

24. Now, the next aspect to be considered is whether the complainant has fulfilled all the legal formalities before filing the complaint. It has already come in evidence that the accused issued Ext. P2 cheque towards the legal liability, and the same was dishonoured for insufficient funds in the account of the accused. PW1 gave evidence before the court that the fact of dishonour of the cheque was intimated to the accused by a legal notice dated 20/06/2016. The true copy of the same was produced before the court and marked as Ext. P5. Ext. P6 and Ext. A7 are the postal receipt and the postal acknowledgement card evidencing the issuance of Ext. P5 advocate notice. A perusal of the same makes it clear that the notice was delivered. Even though it was contended that the statutory notice was not proper, no evidence was adduced to prove the same. In such parlance, it can only be presumed that the legal notice was already served on the accused in the proper manner. Despite receiving the notice, the accused did not make any payment within 15 days. It was within the time prescribed under proviso (c) to section 138, the complaint was filed. Thus, it can be seen that the complainant has complied with all the legal formalities before launching a prosecution u/S 138 of the NI Act.

25. In light of the above discussion, it can be seen that the accused issued Ext. P2 cheque in discharge of a legal debt, and the complainant

succeeded in proving his case beyond reasonable doubt. Hence, it is evident that the accused has committed an offence punishable u/S. 138 of the N. I Act. Thus, point no. 4 is also answered accordingly, in favour of the complainant.

26. Apparently, the complainant is pursuing these proceedings to recover the money due to him from the accused. So, I do not find it proper to impose heavy imprisonment as a sentence. The Hon’ble High Court of Kerala in **E. K. Kesavan v. Thomas and Others**, reported in **2025 (1) KHC 627,** held that “*In* ***Damodar S. Prabhu v. Sayed Babalal H.*** *(2010 (2) KHC 428) Hon'ble Apex court observed that it is quite obvious that with respect to the offence of dishonour of cheques, it is the compensatory aspect of the remedy which should be given priority over the punitive aspect. In* ***Kaushalya Devi Massand v. Roopkishore Khore*** *(2011 KHC 281), Hon'ble Apex court held that the gravity of a complaint under the NI Act cannot be equated with an offence under the provisions of the IPC or other criminal offences. An offence under S.138 of the NI Act, is almost in the nature of a civil wrong which has been given criminal overtones.”* In light of the above decision, this court is of the view that sending the accused behind the bars would not be proper and a simple imprisonment till the rising of the court will suffice.

27. The Hon’ble Apex Court in **Vijayan R v. Baby and Another**, reported in **2012 (1) SCC 260**, held that *“…the Courts should, unless*

there are special circumstances, in all cases of conviction, uniformly exercise the power to levy fine upto twice the cheque amount (keeping in view the cheque amount and the simple interest thereon at 9% per annum as the reasonable quantum of loss) and direct payment of such amount as compensation. Direction to pay compensation by way of restitution in regard to the loss on account of dishonour of the cheque should be practical and realistic, which would mean not only the payment of the cheque amount but interest thereon at a reasonable rate."

28. In **Vijayakumar V. v. M. T. Vijayan, reported in 2010 (4) KHC 582***,* the Hon'ble High Court of Kerala emphasized the compensatory aspect of the proceedings under S. 138. It was held that, *"17. The Apex Court, in its recent decision in Damodar S. Prabhu v. Sayed Babalal H., 2010 (2) KHC 428: AIR 2010 SC 1907, has held that in a case of dishonour of cheques, compensatory aspect of the remedy should be given priority over the punitive aspect."*

29. Here, Ext. P2 cheque is dated 28/05/2016, which covers an amount of Rs. 2,42,640/-. The complainant has been prosecuting the case for nearly 10 years, and the complainant is denied of enjoying not only the money secured by the cheque, but also its natural incidents like interest. So, the complainant has to be adequately compensated in such terms. Following the decisions referred to above, the accused is also liable to pay 9% interest. Considering all these aspects, I find that a sentence of fine to

the tune of Rs. 4,61,000/- (Rupees Four Lakh Sixty One Thousand only) will meet the ends of justice.

30. **Point No.5: - In the result,** the accused is found guilty of the offence punishable u/S. 138 of the N.I. Act, and he is convicted for the said offence under section 255 (2) of the Cr. P.C. Accused is sentenced to undergo simple imprisonment till the rising of the court and also to pay a fine of Rs. 4,61,000/- (Rupees Four Lakh Sixty One Thousand only). On recovery of the fine amount, the same shall be paid to the complainant as compensation u/S. 357(1)(b) of the Code of Criminal Procedure. In default of payment of the fine, the accused shall undergo simple imprisonment for a term of five months.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court on this the 6th day of May, 2026)

Sd/-
Judicial First-Class Magistrate- IV,
Punalur

Appendix

Prosecution Witness

Rank	Name	Whether Eye witness, Police witness, Expert witness, Medical witness, Other witness
PW1	Rajagopal	Eye witness

Defence Witness

Rank	Name	Whether Eye witness, Police witness, Expert witness, Medical witness, Other witness
		Nil

Court witness

Rank	Name	Whether Eye witness, Police witness, Expert witness, Medical witness, Other witness
		Nil

Prosecution Exhibits

Sl. No.	Exhibit Number	Description
1	Exhibit P1/PW1	True copy of the power of attorney held on 10/02/2016
2	Exhibit P2/PW1	The original Cheque dated 28/05/2016
3	Exhibit P3/PW1	Dishonour memo dated 31/05/2016
4	Exhibit P4/PW1	Intimation memo dated 02/06/2016
5	Exhibit P5/PW1	True copy of Lawyer notice dated 20/06/2016
6	Exhibit P6/PW1	Postal receipt
7	Exhibit P7/PW1	Acknowledgement card
8	Exhibit P8/PW1	Monthly ledger extract
9	Exhibit P9/PW1	Payment voucher
10	Exhibit P10/PW1	Undertaking for payment of future subscription

Defence Exhibits

Sl. No.	Exhibit Number	Description
	Nil	Nil

Court Exhibits

Sl. No.	Exhibit Number	Description
	Nil	Nil

Material Objects

Sl. No.	Material Objects	Description
	Nil	Nil

Sd/-
Judicial First Class Magistrate- IV,
Punalur

//True copy//

Judicial First Class Magistrate- IV,
Punalur