

IN THE COURT OF THE CHIEF JUDICIAL MAGISTRATE

Present :Sri. Unnikrishnan.M.S., Chief Judicial Magistrate

Friday, the 30<sup>th</sup> day of April, 2026/ 10<sup>th</sup> day of Vaisakha, 1948

**ST 38/21, ST 106/2021 and ST 262/2021**

**ST 38/21**

Complainant	:	James George, aged 62 years, S/o. C. George, Modern Group House, Karpooram Cheri, Vadakkevila Village, Kollam 691 001.
		(By Adv. Sri.K. Raghu Varma)
Accused	:	Sulfikkar Ahammed, aged 52 years, S/o. Ahammed Koya, Proprietor, M/s. Raahath Cashew Exports, residing at Raahath, Panthrandu Muri Nagar, Thattamala P.O., Eravipuram, Kollam.
		(By Adv. Sri. Rajesh Rajan)
Offence	:	Punishable under section 138 of Negotiable Instruments Act.
Plea	:	Not Guilty.
Finding	:	Not Guilty
ORDER	:	(1) Accused is found not guilty of the offence punishable U/s.138 of NI Act and he is acquitted for the said offence U/s.255(1) of Cr.P.C.  (2) Bail bond executed by the accused stands cancelled and he is set at liberty.

DATES OF

Offence	Complaint	Apprehension	Release on bail
4.1.2021	29.1.2021	25.6.2022	25.6.2022
Commencement of trial	Commencement of evidence	Close of trial	Sentence or order
25.6.2022	12.2.2026	27.4.2026	30.4.2026

Period of detention undergone during investigation, inquiry or trial for the purpose of Sec.428 Cr.P.C.	Explanation for delay		
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**ST 106/21**

Complainant	:	James George, aged 62 years, S/o. C. George, Modern Group House, Karpooram Cheri, Vadakkevila Village, Kollam 691 001.
		(By Adv. Sri.K. Raghu Varma)
Accused	:	Sulfikkar Ahammed, aged 52 years, S/o. Ahammed Koya, Proprietor, M/s. Raahath Cashew Exports, residing at Raahath, Panthrandu Muri Nagar, Thattamala P.O., Eravipuram, Kollam.
		(By Adv. Sri. Rajesh Rajan)
Offence	:	Punishable under section 138 of Negotiable Instruments Act.
Plea	:	Not Guilty.
Finding	:	Not Guilty
ORDER	:	(1) Accused is found not guilty of the offence punishable U/s.138 of NI Act and he is acquitted for the said offence U/s.255(1) of Cr.P.C.  (2) Bail bond executed by the accused stands cancelled and he is set at liberty.

## DATES OF

Offence	Complaint	Apprehension	Release on bail
18.1.2021	23.2.2021	25.6.2022	25.6.2022
Commencement of trial	Commencement of evidence	Close of trial	Sentence or order
25.6.2022	12.2.2026	27.4.2026	30.4.2026
Period of detention undergone during investigation, inquiry or trial for the purpose of Sec.428 Cr.P.C.	Explanation for delay		
-	-		

**ST 262/21**

Complainant	:	James George, aged 62 years, S/o. C. George, Modern Group House, Karpooram Cheri, Vadakkevila Village, Kollam 691 001.
		(By Adv. Sri.K. Raghu Varma)
Accused	:	Sulfikkar Ahammed, aged 52 years, S/o. Ahammed Koya, Proprietor, M/s. Raahath Cashew Exports, residing at Raahath, Panthrandu Muri Nagar, Thattamala P.O., Eravipuram, Kollam.
		(By Adv. Sri. Rajesh Rajan)
Offence	:	Punishable under section 138 of Negotiable Instruments Act.
Plea	:	Not Guilty.
Finding	:	Not Guilty

ORDER	:	<p>(1) Accused is found not guilty of the offence punishable U/s.138 of NI Act and he is acquitted for the said offence U/s.255(1) of Cr.P.C.</p> <p>(2) Bail bond executed by the accused stands cancelled and he is set at liberty.</p>
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DATES OF

Offence	Complaint	Apprehension	Release on bail
10.3.2021	23.3.2021	25.6.2022	25.6.2022
Commencement of trial	Commencement of evidence	Close of trial	Sentence or order
25.6.2022	12.2.2026	27.4.2026	30.4.2026
Period of detention undergone during investigation, inquiry or trial for the purpose of Sec.428 Cr.P.C.	Explanation for delay		
-	-		

These cases came up for consideration on 27.4.2026 and the court on 30.4.2026 passed the following:

**COMMON JUDGMENT**

1. All these disputes stem out from the same transaction between same persons are disposed of through these composite verdict.

2. Accused in ST 38/2021, ST 106/2021 and ST 262/2021 is put on trial by the complainant for the offence punishable U/s. 138 of the Negotiable Instruments Act, 1881 (Hereinafter N.I.Act)

3. Complaint runs as follows: The complainant is the Managing Director of a firm by name "Bavas New Golden Valley Ventures Pvt. Ltd." engaged in the business of running poultry farm producing 10,000 - 20,000 eggs in a single day. On 1.6.2020, the complainant and accused entered into an agreement to supply 3,00,000 of eggs and the accused agreed to received the same for a total amount of Rs.21,00,000/-. On the same day itself, an amount of Rs.2,00,000/- was given by the accused to the complainant and on 5.6.2020 and 10.6.2020, an amount of Rs.1,50,000/- each was given by the accused and was received by the complainant. In total, out of Rs.21,00,000/-, Rs.5,00,000/- was received by the complainant from the accused. One month time was fixed for the balance payment of Rs.16,00,000/-. To ensure the said payment, 3 cheques; ie., cheque for Rs.6,00,000/- bearing No.00015 dated 14.9.2020, cheque for Rs.5,00,000/- bearing No.00016 dated 14.12.2020 and cheque for Rs.5,00,000/- bearing No.000017

dated 14.1.2021 drawn on HDFC Bank, Kollam branch was issued to the complainant. On 14.6.2020, the complainant started supplying eggs to the accused. When the cheque dated 14.9.2020 was presented for encashment on 30.11.2020 through State Bank of India, Kadapakkada branch, it was dishonoured for want of sufficient funds. On 17.12.2020, though notice was issued to the accused, he did not reply having received the same. With respect to cheque bearing NO. 000016 dated 21.12.2020 for Rs.5,00,000/- though was presented for encashment through State Bank of India, Kadapakkada branch, the same was dishonoured for want of sufficient funds on 23.12.2020. Intimating the same, on 12.1.2021, the complainant issued a legal notice and the same was received by the accused on 13.1.2021, but no reply was given. As regard to cheque bearing NO.000017, dated 14.1.2021 for Rs.5,00,000/- when presented for encashment through State Bank of India, Kadapakkada branch, it got dishonoured on 3.2.2021. On 20.2.2021 though notice was issued to the accused, he chose not to repay the money though notice was received by him. Hence with respect to the above three cheques, these 3 prosecutions have been launched by the complainant as ST No.38/2021 with respect to cheque bearing

No.000015 for Rs.6,00,000/-, ST No. 106/2021 with respect to the cheque bearing No.000016 for Rs.5,00,000/- and ST No.262/2021 with respect to the cheque bearing No.000017 for Rs.5,00,000/-.

4. These complaints were taken to the file of this court as CMP 1766/2022, CMP 417/2021 and CMP727/2021 respectively. Cognizance was taken and the cases were entered to the file of this court as ST 38/2021, ST 106/2021 and ST 262/2021

5. On issuance of process, the accused appeared before the court. He was released on bail. Copies of the records relied on by the complainant were served to the accused. Particulars of offence U/s.138 of N.I. Act was read over and explained to the accused to which he pleaded not guilty and claimed to be tried. These cases was posted for evidence.

6. From the side of the complainant, PW1 was examined and Ext.P1 to P19 documents were marked.

7. On closing of the complainant's evidence, the accused

was examined U/s.313(1)(b) of the Criminal Procedure Code in order to personally explain the incriminating circumstances brought out in complainant's evidence. Accused denied all the incriminating circumstances and maintained the plea of innocence.

8. DW1 was examined from the side of the defence and Exts. D1 to D5 were marked.

9. Heard both sides. Perused the records.

10. The following points that arise for consideration:-

- i. Whether there are any institutional defects in the prosecutions?
- ii. Whether the accused issued Ext.P1, P2 and P3 cheques to the complainant?
- iii. Whether Ext.P1, P2 and P3 cheques were supported by consideration?
- iv. Whether the accused rebutted the presumption U/s.118(a) and 139 of the N.I. Act?
- v. Whether the accused committed offence punishable U/s. 138 of N.I. Act?

vi. If found guilty, what is order as to sentence?

11. **Point No. (i) to (iv) :-** All these points are considered together. PW1 filed proof affidavit unison with the averments in the complaint. Exts. P1 to P19 were marked and proved through him.

12. Now the first question is whether there are any institutional defects in the prosecutions ?

13. **ST 38/2021** : Cheque dated 14.9.2020 which is Ext.P1 was presented on 30.11.2020, which is within the period of six months, which got dishonoured on 30.11.2020 evident from Ext.P4. Within 30 days ie., 17.12.2020, Ext.P7 notice was issued to the accused which was received by him on 19.12.2020 evident from Ext.P8 and the prosecution was launched within 30 days. So there is no institutional defect in ST 38/2021.

14. **ST 106/2021** : Ext.P2 cheque dated 14.1.2021 is involved in ST 106/2021 which was presented to the bank on 23.12.2020, which is within the period of six months, which got dishonoured on 23.12.2020 evident from Ext.P5. Vide Ext.P9, within 30 days legal notice was issued to the accused on 12.1.2021. The

same was received by the accused on 13.1.2021 evident from Ext.P10 postal receipt and Ext.P11 acknowledgment card. Thereafter the complaint was launched after waiting period of 15 days for repayment and within 30 days. So there is no institutional defect in ST 106/2021.

15. **ST 262/2021** : Here, Ext.P3 cheque dated 14.9.2020 is involved and the same was presented to the bank on 3.2.2021 which is within the period of six months, which got dishonoured on the same day evident from Ext.P6. Within 30 days, on 19.2.2021, Ext.P12 notice was issued and the same was received by the accused on 21.2.2021 evident from Ext.P13 and Ext.P14 postal documents and the complaint was launched after waiting period of 15 days for repayment and within 30 days. Hence this prosecution is also well within the period of limitation rendering no illegality to launch the prosecution. From these circumstances, I find all these prosecutions do not suffer from any institutional defects.

16. Now, I may look into the merit of the contentions raised by both sides.

17. Before analyzing the evidence on disputed facts, I may look into the general principles of a prosecution u/s 138 of NI Act.

In a prosecution U/s.138 of the Act, there are two cardinal presumptions against the accused as well as in favour of the complainant. Section 118(a) and 139 are those presumption. It is profitable to refer Sec.118(a) and 139 of the Act for the discussion.

118 (a) *that every negotiable instrument was made or drawn for consideration, and that every such instrument, when it has been accepted, endorsed, negotiated or transferred, was accepted, endorsed, negotiated or transferred for consideration.*

XXXXXXXXXX

Sec.139 *It shall be presumed, unless the contrary is proved, that the holder of a cheques received that cheque of the nature referred to in section 138 for the discharge, in whole or in part, of any debt or other liability.*

19. The section 118(a) says that the court shall presume the cheque was executed for valid consideration until the contrary is established. U/s.139 of the Act, the court shall presume that cheque was executed in discharge of a legally enforceable debt or liability either in full or in part, until the contrary is proved. Presumptions are the inference of fact from some other fact already proved. It is only the rule of evidence not substitute of evidence. The presumptions determines the burden of proof. By these

presumptions U/s.139 and 118 (a) of the Act, consideration of the cheque and existence of liability are presumed in favour of the complainant. Accordingly burden is on the accused to establish that the cheque was not issued to discharge the legally enforceable debt or liability either in full or part. In order to avail the benefit of these presumptions, execution of cheque in question shall either be admitted by the accused or be proved by the complainant. Herein Ext.P1 is the cheque in question. Accused is emphatically disputing the very execution of Ext.P1. Here in order to avail the benefit of presumptions, the complainant has to prove the execution of Ext.P1 cheque. Accused is virtually not disputing the signature appeared in Ext.P1 cheque. Accused is virtually not disputing the signature appeared in Ext.P1 cheque. Learned counsel for the accused vehemently argued that mere putting a signature alone in a negotiable instrument will not prove its execution. Execution means putting signature on an instrument with the knowledge of the contents of the same and also with the knowledge with its consequence. While putting the signature in a blank cheque leaf, accused had no knowledge of its contents and the consequences of his act. Hence in the eye of law, mere putting signature in a cheque leaf, is not valid execution he argued. Learned counsel for the complainant, in turn argued that, once the accused put signature in an instrument, his knowledge of contents and the consequences of his act are presumed. Accordingly execution is proved. I heard the

rival submission from the bar and analysed the same with the assistance of the materials available.

20. The question arise for consideration, is whether a cheque bears only the admitted signature of the accused can be considered as execution of the cheque.

21. In ***Joseph vs. Gladis Sasi (2010 (3) KLT 379)***, ***Santhy C vs. Mary Sherly and another (2011 (3) KHC 22)*** and ***Purushothaman Nair vs. Sreekandan Nair (2013 (4) KLJ 256)*** it were observed that admission of a person that he signed a blank cheque leaf does not amount to execution of the cheque. The same question was considered in ***Vasanthakumar v. Vijayakumari (AIR 2015 SC 2240)***. But in para No.10, it was held by the Apex court that:

*“Therefore in the present case since the cheque as well as signature has been accepted by the accused/respondent, the presumption U/s. 139 would operate”.*

22. The same proposition of law was follwed in ***Sulochana Devi Vs. Bhabu (2016(1) KHC 134)***. It was observed that:

*“once it is found that cheque is admitted and signature is also admitted in the light of decision of Hon’ble Apex Court in Vasanthakumar’s case (Supra) the complainant is*

*entitled to get benefit of presumptions available U/s. 118 (a) and 139 of Negotiable Instruments Act, 1881”.*

23. The very same question was come up for consideration before the Three Bench Apex court in ***Rangappa Vs.Mohan (AIR 2010, SC 1898)***. That was a case in which defence set up by the accused was that he did not issue cheque in question. But it was a blank cheque bearing his signature which was lost and ultimately came in the hands of the complainant, who misused it. But, by negating the said defence, the Hon’ble C.J.I, his Lordship K.G.Balakrishnan, speaking for the Full Bench, observed in para 15 that:

*“since the accused did admit that the signature on the cheque was his, the statutory presumption comes into play”*

24. In obedience of the expositions of law by the Apex court including the full Bench, I am compelled not to follow the law decalred in ***Joseph’s, Santhy’s and Purushothaman Nair’s*** case (supra) regarding execution of cheque. Thus it emerges the law that once signature is admitted in a negotiable instrument and authorship of the same is not disputed by the accused, execution is presumed to be proved for the limited purpose of raising the presumptions U/s.118(a) and 139 and of the Act.

25. Viewing thus, in the present context, accused is virtually not disputing his signature appears in the cheque in question, nor the authorship of cheque. So also he has no case that it was not dishonoured. Hence in view of the exposition of law declared in ***Rangappa's*** case (supra) I hold that execution of cheque in question is proved. Accordingly it is presumed U/s.118(a) and 139 of the Act, that Ext.P1 cheque in question was supported by consideration and was issued to discharge a legally enforceable debt or liability either part or in full, unless the contrary is established.

26. Rising these presumption is not the end of the story. It only gives an advantage for the complainant in the battle. Those presumptions will not prove the very guilt of the accused. Still it is open for the accused to rebut those presumptions.

27. In a criminal trial the burden of the prosecution is heavy to prove the guilt of the accused beyond the reasonable doubt. But the burden of proof for the defence is not so heavy as that of the prosecution but preponderance of probability. In order to rebut the burden U/s. 118 (a) and 139 of the Act, the accused may rely upon the circumstantial evidence, improbabilities of complainant's case, he may also lead direct evidence and may rely

upon the presumptions U/s.114 of the Indian Evidence Act, 1872 (**Kundanlal Rallaram vs. Custodian Evacuee Property Bombay (AIR 1961 SC 1316)**). Hiten. P. Dalal v.Bratindranath Banerjee ((2001) 6 SCC 16) *Mallavarapu Kasivisweswara Rao v. Thadikonda Ramulu Firm & Ors., 2008 (8) SCALE 680, Bharat Barrel & Drum Manufacturing Company vs. Amin Chand Pyarelal (1993) 3 SCC 35 and Rangappa's case (supra)*

28. Thus, the law emerges that standard of proof for rebuttal evidence in a prosecution U/s.138 of the Act is only preponderance of probability and to establish the same, the accused may rely upon the evidence of the complainant, surrounding circumstances, presumptions U/s.114 of the Evidence Act, 1872 or he may adduce defence evidence.

29. Here the question remains for consideration is whether the accused had rebutted the burden? Keeping in mind the above position of law, I may analyse the defence version.

30. Here the specific defence raised by the accused is that there is no business transaction of supply of eggs in between the accused and the complainant as alleged by the complainant. In fact on 23.10.2017, accused and one Lancy Fernandez entered into an

agreement of sale of landed property. The said agreement did not blossom. At the time of entering into said agreement, 3 blank cheques of the accused was obtained by Lancy Fernandez. Later the said property was transferred to Kabsu and Shaheer in which the accused herein stood as a broker. Meantime, the complainant intended to sell his 50 cents of property and the same was informed by the accused to Lancy Fernandez who expressed her willingness to purchase the property and a sale deed was also executed between Lancy Fernandez and the complainant herein. Thereafter some disputes arose in between Lancy Fernandez and the complainant. The complainant instituted a suit against Lancy Fernandez before the Munsiff Court, Kollam . In that suit, the complainant obtained an order of injunction which was challenged by Lancy Fernandez before District Court and before the District Court entire dispute between Lancy and the complainant was settled. In pursuance of the said settlement, 3 signed blank cheques of the accused obtained by Lancy Fernandez was given to the complainant by Lancy. By misusing the said cheques obtained from Lancy, the complainant launched these prosecutions. Hence the cheques in question are not supported by consideration. There is no legally enforceable debt or liability existed at any point of time between the complainant and the accused.

31. Now the question is whether this defence has been substantiated by the accused in a probable manner to rebut the presumption u/s. 139 and 118 (a) of the NI Act ? Consistency is the test of credibility. Has the accused got a consistent defence? Ext.D1 is the reply notice given by the accused in this transaction. Wherein the accused has specifically raised the defence and the same has been reiterated by him during the cross examination and through him as a witness, DW1. So the accused has a consistent defence. But that consistent pleading alone will not rescue him, unless he proves the pleadings through evidences in that process, accused may depend upon his positive evidence as well the evidence gathered during cross examination of the complainant. Here, Now I may look into whether there existed any business transaction which is the foundation of the liability/debt. Evidence of PW1 is relevant on this score. Complainant has got a specific case that he was running a firm by name "Bavas New Golden Valley Ventures Pvt. Ltd." a poultry farm producing 10,000-15,000 eggs in a single day. Ext.P15 to P19 documents was produced by the complainant to prove the same. Ext.P19 is absolutely an irrelevant document in the present transaction . It is something connected to his ecclesiastical status. Ext.P18 is not also that much relevant. Ext.P15, P16 and P17 are the documents pertaining to the existence of his firm. Though he had

admitted in cross examination that he did not produce any documents, these document were later produced by him. Ext.P15, P16 and P17 show that he was the manager of the firm as claimed by him. In cross examination, he admitted that the said firm has got its transaction details. The transaction took place during the Covid time. He had taken special pass for the same. He admitted that weigh bill and delivery note was also received by him. Though he had admitted all these things, he did not produce any scribble of paper to support the same. Merely because of the production of Ext.P15, 16 and 17 it will no way prove the transaction between the complainant and the accused. Here, the complainant says that he had supplied 3,00,000 eggs to the accused and he had received it without any documents such as the account details, bills, delivery note, transport pass I cannot reach a conclusion that there was a transaction as alleged by the complainant. He claimed in cross examination that his order dated 1.6.2020 was entered into orally. The said claim is also not believable as it was a transaction worth Rs.30,00,000/-. No prudent business man would enter into such an agreement worth Rs.30,00,000/- without valid documents. Of course, even if the complainant was ready to enter into such an agreement orally, but the money is to be given by the accused who definitely would insist for a written document. Absence of such a written document only shows that the said transaction claimed by the complainant is not real but only imaginary. On an evaluation of

all these facts, I find that there is no iota of convincing documentary evidence before me to hold that there was a business transaction between the complainant and the accused with respect to the supply of eggs as claimed by the complainant which ultimately lead to the debt which was eventually discharged through the cheques in question. For want of such convincing evidence, I hold that the accused has made out a probable defence case that the cheques in question are not supported by consideration as it were issued to discharge any legally enforceable debt or liability sufficient enough to rebut the presumptions u/s. 139 and 118 (a) of the NI Act. That being so, the complainant had miserably failed to prove his case beyond reasonable doubt that the accused had issued the cheques to discharge a legally enforceable debt. These points are found in favour of the accused.

32. **Point No. (vi):-** Upon my findings in these points, I find that the complainant has failed to prove the allegation against the accused beyond reasonable doubt and accused is entitled for an order of acquittal . Accordingly I do so.

In the result, accused is found not guilty for the offence punishable u/s. 138 of the Negotiable Instruments Act in ST 38/2021, ST 106/2021 and ST 262/2021 and he is acquitted thereunder.

(1) Accused is acquitted u/s. 255 (1) of Cr.P.C for the offence

punishable u/s. 138 of the Negotiable Instruments Act in ST 38/2021, ST 106/2021 and ST 262/2021

(2) Bail bond executed by the accused in ST 38/2021, ST 106/2021 and ST 262/2021 stands cancelled and he is set at liberty.

Dictated to the Confidential Assistant transcribed by her, corrected and pronounced by me in Open court on this the 30<sup>th</sup> day of April, 2026.

## **CHIEF JUDICIAL MAGISTRATE**

### **Appendix**

#### **A. Witnesses examined on the side of the complainant**

Rank	Name	Whether Eye Witness, Police Witness, Expert Witness, Medical Witness, Other Witness
PW1	James George	Complainant

#### **B. Defence Witness**

Rank	Name	Whether Eye Witness, Police Witness, Expert Witness, Medical Witness, Other Witness
DW1	Sulfikkar Ahammed	Accused

#### **C. Court Witness**

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

#### **List of Prosecution/Defence/Court Exhibits**

##### **A. Exhibits Marked on the side of the complainant**

Sl.No	Exhibit Number	Description
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1.	P1	Certified copy of cheque bearing No.000015 dated 14.9.2020 for Rs.6,00,000/- proved through PW1 on 17.2.2026.
2.	P2	Original cheque bearing No. 000017 dated 14.1.2021 for Rs.5,00,000/-proved through PW1 on 17.2.2026.
3.	P3	Original cheque bearing No. 000015 dated 14.9.2020 for Rs.6,00,000/-proved through PW1 on 17.2.2026.
4.	P4	Dishonour memo of cheque bearing N0.000015 dated 30.11.2020 proved through PW1 on 17.2.2026.
5.	P5	Dishonour memo of cheque bearing N0.000016 dated 23.12.2020 proved through PW1 on 17.2.2026.
6.	P6	Dishonour memo of cheque bearing N0.000017 dated 3.2.2021 proved through PW1 on 17.2.2026.
7	P7	Copy of legal notice of cheque No.000015 dated 17.12.2020 proved through PW1 on 17.2.2026.
8	P8	Acknowledgment card proved through PW1 on 17.2.2026
9	P9	Copy of lawyer's notice dated nil proved through PW1 on 17.2.2026
10	P10	Postal receipt dated 12.1.2021 proved through PW1 on 17.2.2026
11	P11	Acknowledgment card proved through PW1 on 17.2.2026
12	P12	Copy of lawyer's notice dated 19.2.2021 proved through PW1 on 17.2.2026
13	P13	Postal receipt dated 20.2.2021 proved through PW1 on 17.2.2026
14	P14	Acknowledgment card proved through PW1 on 17.2.2026
15	P15	e- Memorandum of Association of Bavas New Golden Valley Ventures Private Limited proved through PW1 on 21.2.2026
16	P16	e- Articles of Association of Bavas New Golden Valley Ventures

		Private Limited proved through PW1 on 21.2.2026
17	P17	Certificate of incorporation of Bavas New Golden Valley Ventures Private Limited proved through PW1 on 17.2.2026
18	P18	Copy of judgment in CrI.M.C 6178/2015 dated 17.8.2015 of hon'ble High Court of Kerala proved through PW1 on 17.2.2026
19	P19	Invitation of CEFI-DIOCESE proved through PW1 on 17.2.2026

### **B. Defence Exhibits**

Sl.No	Exhibit Number	Description
1	D1	Reply notice dated 15.2.2021 proved through DW1 on 15.2.2021
2	D2	Postal receipt dated 17.2.2021 proved through DW1 on 15.2.2021
3	D3	Agreement dated 23.10.2017 proved through DW1 on 15.2.2021
4	D4	Order in IA No.2935/18 in OS NO.582/2018 of hon'ble Principal Munsiff , Kollam proved through DW1 on 15.2.2021
5	D5	Copy of petition for injunction dated 29.6.2018 proved through DW1 on 15.2.2021

### **C. Court Exhibits**

Sl.No	Exhibit Number	Description
Nil	Nil	Nil

### **D. Material Objects**

Sl.No	Exhibit Number	Description
Nil	Nil	Nil

**CHIEF JUDICIAL MAGISTRATE**