IN THE COURT OF THE JUDICIAL MAGISTRATE OF THE FIRST CLASS - II, SOUTH PARAVUR, KOLLAM

Present: Smt. Chithralekha. N.S.
Judicial Magistrate of the First Class

Wednesday, the 6th day of May, 2026 /16th day of Vaisakham, 1948

ST. 339/2017

Complainant	:	Indirabhai Amma, Aged 70, D/o. Kunjan Nair, I V Vihar, Varinjam, Karamcode P.O., Kollam Taluk. *(By Adv. A R Sajju)*
Accused	:	1. Thomaskutty, Aged 53, S/o. Yohannan, St. Thomas House, Varinjam, Karamcode P.O., Chathannur, Kollam Taluk. 2. Anie Thomaskutty, Aged 47, W/o. Thomaskutty, St. Thomas House, Varinjam, Karamcode P.O., Chathannur, Kollam. *(By Adv. A Thajudeen)*
Offence	:	U/s.138 of Negotiable Instruments Act.
Plea	:	Not guilty
Finding	:	Guilty
Sentence / Order	:	Accused no. 1 and 2 are found guilty of the offence punishable under Section 138 of the Negotiable Instruments Act and they are convicted for the said offence under Section 255(2) of the Code of Criminal Procedure. Accused no. 1 and 2 are sentenced to undergo Simple Imprisonment for three months each and to pay a fine of Rs. 4,58,125/- each (Rupees Four Lakhs and Fifty Eight Thousand One Hundred and twenty Five only) for the offence punishable u/s.138 of the NI Act. In default of payment of fine, accused no. 1 and 2

shall undergo simple imprisonment for a further period of one month each. On realizing the fine amount, the same shall be paid to the complainant by way of compensation u/s.357(1)(b) of Cr.P.C.

DESCRIPTION OF THE ACCUSED

Sl. No.	Name	Guardian's Name	Age	Residence	Taluk
1.	Thomaskutty	Yohannan	53	St. Thomas House, Varinjam, Karamcode P.O., Chathannur, Kollam Taluk.	Kollam
2.	Anie Thomaskutty	Thomaskutty	47	St. Thomas House, Varinjam, Karamcode P.O., Chathannur Kollam.	Kollam

D A T E O F

Occurrence	Complaint	Apprehension / appearance	Release on bail	Commence ment of trial	Close of trial	Sentence or Order	Explanation for delay
06.10.2016	17.01.2017	23.07.2018	23.07.2018	20.03.2019	06.05.2026	06.05.2026	No delay

This case was finally heard on 06.05.2026 and the Court the same day delivered the following:-

J U D G M E N T

This case was taken cognizance upon a complaint filed alleging the offence punishable u/s. 138 of the Negotiable Instruments Act, 1881 (for short "NI Act").

2. The complainant's case may be read in brief as follows:- The

complainant and accused no. 1 and 2 were known to each other. The accused came to the residence of the complainant at 09.00 a.m. on 06.10.2016 and demanded ₹ 5,00,000/-. On assurance that said amount would be repaid in one month, they borrowed ₹ 5,00,000/-. When complainant approached the accused on 18.11.2016 and demanded repayment, they jointly drew and issued Cheque No. 10017699 dated 18.11.2016 on the joint account maintained by both accused with the Federal Bank, Kalluvathukal Branch. The complainant presented the above cheque at the Kalluvathukkal Branch of Federal Bank and the cheque was dishonoured on 21.11.2016 due to the reason fund insufficient in the joint account of the accused. The complainant after having made a direct request for repayment on 06.12.2016, caused to issue a demand notice. The accused though accepted the notice on 09.12.2016, did not repay the amount The accused have hence committed the offence u/s 138 NI Act.

3. Accused no. 1 and 2 appeared before court and they were enlarged on bail. All relevant records were furnished to them. The particulars of offence were read over to accused no. 1 and 2 to which they pleaded not guilty and claimed to be tried. The complainant was examined as PW1 and one witness was examined as PW2; and the documents produced were marked as Ext. P1 to P6.

4. After closure of evidence from the side of the complainant, accused no. 1 and 2 were examined u/s.313 of the Code of Criminal Procedure

regarding the incriminating circumstances which appeared in evidence against them. The defence was invited for evidence thereafter. From the side of defence accused no. 1 was examined as DW1 and DW2 and Ext. D1 and D2 were marked. After hearing both sides, the matter now lies before this court for final decision.

5. Following are the points considered for deciding the matter.

1. Whether accused no. 1 and 2 executed and delivered the complainant Ext.P1 cheque for the discharge of a legally enforceable debt or liability?

2. Whether the complainant comply the statutory requirements envisaged u/s.138 of the NI Act?

3. Whether accused no. 1 and 2 have committed the offence punishable u/s.138 of the NI Act?

4. If found guilty, what order as to sentence?

6. **As to Point Nos. 1 to 3 :-** For the sake of convenience and brevity, point nos. 1 to 3 are considered together.

In the affidavit filed in lieu of examination of chief, complainant reiterated her contentions presented through the complaint. Specifically, it is laid before court that at 09.00 a.m. on 06.10.2016, both accused had approached her at her residence and borrowed ₹ 5,00,000/- for their urgent family needs upon an assurance that they shall repay the amount in one month.

On failure to make repayment, on 18.11.2016 the complainant demanded the amount of ₹ 5,00,000/- at the residence of the accused and on the same day the accused jointly drew and issued cheque bearing number. 10017699 dated 18.11.2016 on the joint account they maintained at Kalluvathukkal Branch of Federal Bank, bearing Account No. 12590100072087. Subsequently when the cheque was presented on 21.11.2016 at the bank of the complainant in the Kaluvathukkal branch of Federal Bank, the cheque was dishonored for the reason '*fund insufficient*' in the account of the accused for honouring the cheque. Following the same on 06.12.2016 she caused to issue a demand notice which both the accused received on 09.12.2016 and failed to make repayment within the statutory period.

7. Exhibit P1 is the cheque bearing number 10017699 of the Federal Bank, Kannuvathukkal Branch, which was dated 18.11.2016 and drawn for an amount of ₹ 5,00,000/-. The column of payee has mentioned the name of the complainant. The cheque is signed by both the accused in the column respectively allotted to them. Exhibit P2 is the cheque return memo issued from the Kalluvathukkal Federal Bank in favour of the complainant dated 21.11.2016, having affixed the stamp of the returning bank, that had stated that the cheque bearing number 10017699 dated 18.11.2016 issued for ₹ 5,00,000/- drawn in favour of the complainant returned for the reason " *fund insufficient* ". Exhibit P3 series (2 in number) are office copy of the demand notice issued from the counsel of the complainant to accused no. 1 and

accused no. 2, having narrated precisely that the accused jointly borrowed an amount of ₹ 5,00,000/- and issued the cheque in question, that has returned for the reason fund insufficient, and seeking repayment within the statutory period .

8. Exhibit P4 series are postal receipts (two in number) issued from the counsel for the complainant to accused no. 1 and 2 on 06.12.2016 and Exhibit P5 series are Acknowledgment cards (2 in number) having been issued in the name of accused no. 1 and 2 and signed by them on 09.12.2016.

9. Exhibit P1 to Exhibit P5 series are well in accordance with the facts raised through the complaint and the affidavit evidence. Exhibit P2 cheque return memo is indicative of the fact that the Cheque has been presented for payment within the statutory time limit. On the intimation of return of the cheque, Ext. P3 series notices to the accused are seen sent within the requirement of 30 days. Also on receipt of the notice on 09.12.2016 the complaint was filed within 30 days after the expiry of 15 days after the receipt of demand notice by the accused. The complainant thereby established the preliminary essentials envisaged u/s 138 NI Act.

10. The defence adopted through cross-examination of PW1, examination of the accused under Section 313 Cr. PC., examination of accused no.1 as DW1 etc. is that on a prior transaction with the husband of the complainant the accused had borrowed ₹ 2,00,000/-, and issued a signed blank cheque as security. Despite the amount being repaid, and the husband of the

complainant had asked for more cash by way of interest. On refusal of which the husband of the complainant denied to return the cheque, and PW1 refused said stance during the cross-examination.

11. Though having denied the issuance of cheque through the transaction contemplated in the complaint, the accused on the other hand admitted that there was issuance of the same cheque in favour of the husband of the complainant in relation to an earlier transaction.

12. Sec. 139 of the Negotiable Instruments act read as follows:- *"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."*

13. The Hon'ble Supreme Court has held in **Veer Singh v. Mukesh Kumar (2019 (4) SCC 197)** that even a blank cheque leaf voluntarily singed and handed over to the accused, which is towards some payment, would attract presumption u/s. 139 of The Negotiable Instruments Act. It is further 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 singed by the drawer. If the cheque is otherwise valid, the penal provisions of S. 138 would be attracted."

14. Presently the defence canvassed by the accused is that there existed a transaction of payment of ₹ 2,00,000/- in relation to which a signed blank cheque was delivered to the husband of the complainant and there existed absolutely no transaction enforceable by law as contemplated by the complainant. The complainant currently is the holder of the cheque and the rival submission of the accused was that the cheque happened to be issued in favour of the husband of the complainant, that stands manipulated for the cheque amount, false entries made and submitted by the complainant. There is admission of issuance of the cheque in favour of not the complainant but the husband of the complainant. Here the complainant has proved by Exhibit P2 dishonor memo that Exhibit P1 cheque admitted as drawn by the accused was returned by the bank of the complainant unpaid because the amount of money standing to the credit of that account was insufficient to honour the cheque.

15. The Learned counsel for the accused would argue that the admission of issuance of cheque was not in favour of the complainant, but of the husband of the complainant and hence presumption under Section 139 in Act would not come into play. However, the complainant has successfully laid down the criteria to show that the cheque drawn by the accused on account maintained by them was dishonored due to insufficiency of fund. And by virtue Section 139 in Act, the Court is bound to presume that the cheque was issued

in relation to a legally enforceable debt. On top of admission of the signature on Exhibit P1 cheque there is proof of essential to form the prime criteria to attract the offence under Section 138 NA Act. And also within the ambit of Section 139 NI Act, the presumption the court is bound to draw is that the holder of the cheque received the cheque, for discharge of any debt or liability. So the presumption in respect of "holder of the cheque" is available,which currently is the complainant, no matter what defence was adopted by the accused; and unless the contrary is proved, when the preliminary criteria to attract offence under Section 138 NI Act is satisfied by the complainant, the onus now lies with the accused to show the contrary. Hence the presumption under Section 139 in the Act is binding on the Court that envisage that the cheque was received in relation to a debt or liability.

16. It is held by the Hon'ble High Court of **Kerala in Jayakrishnan V. State of Kerala (2023 KHC 435)** that *"No doubt, law regarding presumptions under S. 118 and S.139 of the N.I Act is well settled on the point that when the complainant discharged the initial burden to prove the transaction led to execution of the cheque, the presumptions under S.118 and S.139 of the N.I Act would come into play. No doubt, these presumptions are rebuttable and it is the duty of the accused to rebut the presumptions and the standard of proof of rebuttal is nothing but preponderance of probabilities. It has been settled in law that the accused can either adduce independent evidence or rely on the evidence tendered by the complainant to rebut the*

presumptions."

17. The pertinent question that now lies before this Court is if the accused relied on materials placed by the complainant or have adduced independent evidence in order to rebut the presumption drawn against them. The learned counsel had cross examined the complainant to the effect that the date of transaction contemplated in the complaint was not reflected in Exhibit P3 notice issued to the accused, thereby drawing attention of the court that the detailing of the particulars of the transaction of borrowal has not been made in the notice, but newly introduced in the complaint.

18. Considering similar factual matrix, the Hon' ble High Court had held in **Basheer K v. C K Usman Koya and Another (2021(2) KHC 432)** that " *No particular form has been prescribed under the Act with respect to a notice under s. 138(b) of the Act except that the payee or holder in due course should make a demand for the payment of the amount of money within 30 days from the receipt of intimation from the bank regarding the return of the cheque. The Court cannot legislate by prescribing a particular form and cannot be require that the nature of the transaction, leading to the issuance of cheque, be disclosed in the notice when the statute does not provide for it. It is also to be noted in the context that the offence under s. 138 of the Act is an offence which would be attracted on the ingredients above referred being satisfied. The statute also provides a presumption in favour of the holder which cannot be rendered otiose. We are, with utmost respect, unable to agree*

with the requirement mandated by Divakaran that the nature of the transaction should be disclosed in the notice; as that does not appear to be the correct position of law." Hence not having reflected the particulars of the advancement of cash in the demand notice by itself is not a ground to doubt the case of the complainant.

19. The accused on cross examination has challenged the ability of the complainant to lend Rs. 5,00,000/- to accused. It is held by the Hon'ble Supreme Court in in **Tedhi Singh v. Narayandas Mahant (2022(2) KHC 497)** that *"The Trial Court and the First Appellate Court have noted that in the case under S. 138 of the NI Act the complainant need not show in the first instance that he had capacity. The proceedings under S. 138 of the NI Act is not a civil suit. At the time, when the complainant gives his evidence, unless a case is set up in the reply notice to the statutory notice sent, that the complainant did not have the wherewithal, it cannot be expected of the complainant to initially lead evidence to show that he had the financial capacity. To that extent the Courts in our view were right in holding on those lines. However, the accused has the right to demonstrate that the complainant in a particular case did not have the capacity and therefore, the case of the accused is acceptable which he can do by producing independent materials, namely, by examining his witnesses and producing documents. It is also open to him to establish the very same aspect by pointing to the materials produced by the complainant himself. He can further, more importantly, achieve this*

result through the cross examination of the witnesses of the complainant. Ultimately, it becomes the duty of the Courts to consider carefully and appreciate the totality of the evidence and then come to a conclusion whether in the given case, the accused has shown that the case of the complainant is in peril for the reason that the accused has established a probable defence."

20. In view of the stand of the defence through Ext. D1 reply notice that the complainant had no capacity to lend the cheque amount, the complainant is expected to satisfy the court as to her source of fund. During cross examination, the complainant stated that she raised fund as she had rubber trees, her husband was serving in Gulf country until 2004 and she obtained cash from her children as well. She further narrated that in connection with the medical treatment of her husband who suffered stroke, she had sold out her 10 cent property in January 2015 for ₹ 10,00,000/- to her daughter-in-law. The expenses of treatment of her husband was around ₹ 4,00,000/- and the remaining amount was kept by her in cash. She had denied when confronted with the question that she was not possessing sufficient source to raise the fund. CMP 1333/2025 filed by the accused was allowed and required to recall PW1 to produce the document showing her alleged transaction of having sold out the property in favour of PW1's daughter-in-law. On 13.03.2025 it came up during her testimony that the sale consideration was ₹ 1,83,000/-. She submitted that her daughter-in-law was High School teacher who was having sufficient income to purchase property which was executed

for ₹ 10,00,000/- though ₹ 1,83,000/- was only shown in the deed concerned. She also submitted that the cash of ₹ 4,00,000/- was deposited by her in her bank account in the Federal Bank, Kalluvathukkal Branch and kept the remaining currency with her. PW2, the Federal Bank manager of Kalluvathukkal branch produced the account statement marked as Exhibit P6 for the period 11.08.2007 to 10.08.2022, supplemented by the certificate under the Bankers' Book Evidence Act. By the very statement of PW1 during cross examination it was made clear that the deed was registered showing the sale consideration ₹ 1,83,000/-. Also it was her testimony that the total cash obtained was ₹ 10,00,000/-. When the document reflected the amount of transaction to be ₹ 1,83,000/-, it would show a contradiction to the statement of PW1. However, the subsequent deposit of ₹4,50,000/- in cash in the Federal Bank account is shown to have been made on 04.02.2015 when the deed was executed on 28.01.2015. PW1 stated that she deposited ₹ 4,00,000/- in bank and such deposit would show an excess of ₹ 50,000/- which is a minor discrepancy. The initial cross examination of PW1 had also revealed that ₹ 4,00,000/- was the cost of treatment of her husband and that remaining amount was kept her as cash, even prior to the production of Ext. P6 account statement. The complainant when recalled as per the order in CMP 1333/2025, had produced copy of the sale deed concerned which was marked as Ext. D2.

21. The learned counsel for the accused submitted the judgment of the Hon’ble High Court of Manipur in **Shri. Manoj Kumar Jain v. Mahendra**

Kumar Jain (Crl. Appl. No. 24/2023). The Hon'ble High Court held that the complainant failed to establish the existance of legally recoverable existing debt u/s. 138 NI Act. The presumption u/s. 139 of the Act would not be available to the complainant and admission of the signature is not sufficient for discharging the initial burden of the complainant of establishing the existing liability. In the case at hand the complainant has brought sufficient material that showed the complainant to hold the signed cheque of the accused. In relation to the same subsequently during the stage of defence evidence the complainant established further evidence to show the source of her fund to raise the cash advanced. No discrepancy as to her ability to source the amount was brought out during cross examination. In such case it cannot be stated that the accused is not bound to rebut the presumption for want of evidence regarding the source of fund.

22. The accused has not provided any evidence in order to show that the complainant had no source at the time of advancement of cash to lend Rs. 5,00,000/-. During cross examination the complainant had claimed that she had sourced the fund by sale of property and a deposit somewhat relating back to the period has been placed before court, and even prior to that during cross examination she stated that the remaining cash after the expenses of treatment had been kept by her in cash.

23. Accused no. 1 got himself examined as DW1 who submitted that on 14.01.2014 he had borrowed ₹ 2,00,000/- from the husband of the

complainant and as security a copy of the deed and signed blank paper and cheque was received by husband of the complainant. Thereafter he returned ₹ 2,50,000 on account of the total amount payable, including the interest. During cross examination DW1 admitted that he was accused in a case taken cognizance for the offence u/s 138 NI Act , and he stands convicted before this court. He had not answered in response to a specific question , with case number, of the cheque cases registered against him , and has not denied them too.

24. DW1 was examined from the side of the accused. He would submit that he had acquaintance with the complainant and husband. On 16.03.2014, at the house of the complainant, he had accompanied the accused who was his friend to return the ₹ 2, 50,000/- and the accused sought return of cheque and other records. The husband of the complainant refused to provide the documents seeking a further sum of ₹ 50,000/-. There had happened a verbal altercation between the husband of the complainant. He admitted himself to be accused in 3 petty cases. Though denied to the specific question with case number for the offences under Section 118 (a) KP Act and for drunken driving, he also submitted during cross-examination that the matters relating to the case were described to him by accused no. 1.

25. In order to rebut the presumption, the accused has put up his defence and himself got examined as DW1 and examined another witness DW2 and produced Exhibit D1 and caused to produce Exhibit D2. The

paramount consideration is whether the evidence is sufficient to rebut the presumption against the case set up through evidence of the complainant. It is abundantly proved that there have been multiple cases registered against accused no. 1 in relation to bouncement of cheque. The contention of DW1 is that the relevant records were with the husband of PW1, who failed to return them seeking further sum by way of interest. It may be seen that he has not approached with petition before any authority against not returning his signed blank cheque, though the sum was paid back. The defence offered no explanation for the same. In addition to that, the accused had made it clear that he had paid said cash back to the husband of complainant as he sold out a property. Related documents also stand not produced before court. Most importantly, if the accused recalls DW2 to be present at the time to repay the amount, he failed to mention the same in Exhibit D1 reply notice which otherwise had an intrinsic detailing of the borrowal and repayment of the transaction he claimed to have entered with the husband of the complainant.

26. The learned counsel has produced the dictum laid down by the Hon'ble High Court in **Thangam v. V V Haridasan (2025 KHC 1136)** that the standard of proof required from the accused rebut the presumption is preponderance of probability. It is well settled that the offence made punishable under s. 138 of NI Act is a regulatory offence for improving the credibility of negotiable instruments and therefore, the rest of proportionality should guide the construction and interpretation of the statutory presumptions

and the accused cannot be expected to discharge an unduly high standard of proof. Therefore, if the accused is able to raise a probable defence, which creates doubts about the existence of a legally enforceable debt or liability, the prosecution can fail.

27. When the material placed before court, as evidence from either side in analysed through the yardstick of preponderance of probability the following is found. The differences in the testimony of PW1 regarding the source of fund she raised and kept with herself in support of which the Exhibit P6 account statement lies before court is minor. Exhibit D2 is indicative of the fact that there was actually a sale deed entered into by the complainant one year prior to the alleged transaction. She had also narrated her alternate source of income that she was supported by her children and she also had income from rubber trees. In light of the shifted burden, it was for the accused to tender evidence capable to rebut the presumption to shake the credence of the evidence of PW1 as regards the source. When PW1 was recalled, she produced Exhibit D2 copy of the sale deed and that has given strength to her statement of raising cash through the sale of property. Eventhough Exhibit D2 has shown a much lesser amount as sale consideration, there was a deposit in her account on ₹ 4,00,000/-, that substantiates her earlier statement that she had made deposit of a portion of the sale consideration and kept the remaining cash with herself.

28. The evidence of DW1 or DW2 was found not sufficient to cast

doubt upon the case of complainant as to how she came in possession of Exhibit P1 cheque. Having not entered evidence regarding the repayment through sale of the property and having not mentioned the presence of DW2 during the time of repayment and having not lodged a petition before any authority as a complaint for not having returned the signed security documents, much reliance cannot be placed upon the testimony of DW1 or DW2. The accused could neither place reliable materials to doubt the transaction in question, nor was capable to shake the authenticity of the submission and documents produced on behalf of the complainant. Therefore, it stands established by the complainant successfully that the cheque in question was issued by both accused in the joint account they maintained, in relation to borrowal of ₹ 5,00,000/- which is established to be a legally enforceable debt both accused owed the complainant. Therefore the materials before court would sufficiently establish the case of the complainant. Therefore the accused are to be held liable under Section 138 NI Act. Therefore the prosecution establishes the offence under Section 138 NI Act as against accused no. 1 and 2.

29. **As to Point No. 4:-**

In the light of findings above, accused no. 1 and 2 are found guilty for the offence punishable u/s.138 of NI Act. From the facts and circumstances of the case, it appears to me that no stringent punishment is to be inflicted. The nature and circumstances of the offence do not make it a fit case to invoke the

benevolent provisions of the Probation of Offenders Act. However, it could be seen that the said cheque was issued nearly nine years back. Hence, the complainant needs to get adequate relief. Therefore, this court holds that it is just that the complainant get the said Rs. 5,00,000/- (Rupees five Lakhs only) with a simple interest of 9% per annum, from the day of complaint.

30. In light of the facts discussed so far, sentencing accused no. 1 and 2 to undergo Simple Imprisonment of three months each and to pay a fine of Rs. 4,58,125/- each (Rupees Four Lakhs and Fifty Eight Thousand One Hundred and twenty Five only) [including Simple Interest of 9% per annum for 9 years and three months] with a direction to pay compensation u/s.357(1) (b) of Cr.PC. to the complainant will meet the ends of justice.

In the result:

Accused no. 1 and 2 are found guilty of the offence punishable under Section 138 of the Negotiable Instruments Act and they are convicted for the said offence under Section 255(2) of the Code of Criminal Procedure. Accused no. 1 and 2 are sentenced to undergo Simple Imprisonment for three months each and to pay a fine of Rs. 4,58,125/- each (Rupees Four Lakhs and Fifty Eight Thousand One Hundred and twenty Five only) for the offence punishable u/s.138 of the NI Act. In default of payment of fine, accused no. 1 and 2 shall undergo simple imprisonment for a further period of one month each. On realizing the fine amount, the same shall be paid to the complainant

by way of compensation u/s.357(1)(b) of Cr.P.C.

(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 Magistrate of the First Class-II, Paravur

A P P E N D I X

Witnesses for complainant:-

Prosecution witness no.	Name of Witness	Description
PW1	Mrs. Indira Bhai	Complainant
PW2	Bank Manager, Federal Bank, Kalluvathukkal Branch	Witness of last seen circumstance

Exhibit for complainant:

Exhibit No.	Description of the Exhibit	Proved by /Attested by
P1	Cheque	PW1
P2	Dishonour memo	PW1
P3	Demand Notice	PW1
P4	Postal receipt	PW1
P5	Acknowledgment Card	PW1
P6	Account Statement	PW2

Witnesses for Accused :-

Witness no.	Name of Witness	Description
DW1	Mr. Thomaskutty	Accused
DW2	Mr. Titus Stephen	Occurrence witness

Exhibit for Defence:

Exhibit No.	Description of the Exhibit	Proved by /Attested by
D1	Notice	DW1

D2	Sale agreement.	DW1

Material Objects :-

Material Object No.	Description of the Exhibit	Proved by/Attested by
Nil		

Sd/-

Judicial Magistrate of the First Class-II, Paravur