

IN THE COURT OF THE JUDICIAL FIRST CLASS MAGISTRATE-IV, KANNUR

Present:- Sri. Manikandan. C.K, Judicial First Class Magistrate-IV

Dated this the 7th day of May, 2026

CMP 01/2026 IN STC 17/2023

Petitioner/
Accused

: Najumunnisa Muneer,
C/o. Muneer Ahamed.M, aged 55 years,
Skyline Apartments, Payyambalam,
P.O Kannur - 670001

(By Adv. R. Mahesh Varma)

Respondent/
Complainant

: Shaji Chandroth, S/o. Chathan Nair,
Aged 52 years, 'Deepam',
P.O Chirakkal R.S, Kannur – 670011.

(By Adv. A.T Prajil)

ORDER

This is a petition for sending Ext. P1 agreement and chief affidavit of the complainant for examination at Forensic Science Laboratory.

2. The petition averments in brief are as follows:- The case of the defence is that the accused has no connection with the complainant and her husband received an amount of Rs. 1,00,000/- from the complainant through one Razak in the year 2022 and that time Razak insisted to get a blank cheque and signed stamp paper of the accused who is being the wife and later her husband pay the amount to the complainant by two instalments one by cash and one through bank, which is admitted by PW1 and moreover as per PW1's case Ext. P1 agreement was prepared by the accused and signed at her house but it seems that the same has been prepared at the complainant's advocate's office, the same has been prepared as fond in chief affidavit and one in Ext. P1 agreement is one and the

same. So, it is highly necessary that the accused has to prove Ext. P1 agreement was signed blank paper which was fabricated at the complainant's counsel office. So, the chief affidavit and Ext. P1 agreement have to be compared and to report its resemblance in fond and with the same computer by sending to Forensic Science Lab. Otherwise, the accused shall be put in hardship which cannot be compensated. Hence the petition.

3. The respondent filed objection contending as follows:- The above petition will not lie either in law or on facts. Infact which was preferred only to delay and protract the matter. The defence has not disputed the signature of the accused in Ext. P1 agreement as well as Ext. P2 cheque . Since Ext. P1 agreement shows the transactions, which was accompanied along with Ext. P2 cheque. Even Ext. P2 alone have the legal presumption in favour of the complainant, Ext. P1 agreement is only a supporting document. The prayer made in the petition is entirely indifferent as the fond of the computer is available in other laptops or computers supplied in the market. So, the prayer stated in the petition is something indifferent and has nothing to find even after obtaining the result. The accused has no prayer to find out anything from writings or signature in the agreement. But the present prayer is unsustainable to the common sense of any common prudent man even without any legal complications. So, the petition is nothing but to drag the matter further. Such attempt cannot be allowed at any costs.

4. Heard both sides.

5. The contention of the petitioner/ accused is that Ext. P1 agreement was prepared by the accused and signed at her house. But it seems that the same has been prepared at the complainant's counsel office and the fond in the chief affidavit and fond in the Ext. P1 agreement is one and the same . Further contention of the petitioner is that the accused has to prove Ext. P1 agreement

was a signed blank paper which was fabricated at the complainant's counsel office. The prayer of the petitioner is to send Ext. P1 agreement and proof affidavit to the Forensic Science Laboratory to compare and report its resemblance in fond. On the other hand, the contention of the respondent/ complainant is that accused has not disputed the signature in Ext. P1 agreement and Ext. P2 cheque. Further contention of the respondent is that Ext. P2 cheque has legal presumption in favour of the complainant and Ext. P1 is only supporting document. Further contention of the respondent is that the prayer made in the petition is entirely indifferent as the fond of the computer is available in other laptops and computers supplied in market. Further contention of the respondent is that accused has no prayer to find out anything from writing or signature in the agreement. The intention of the petitioner is only to drag the proceedings and such prayer cannot be allowed.

6. The case of the complainant in the complaint is that the accused received total amount of Rs. 10 lakhs from the complainant on different occasions. In order to discharge the said liability accused had issued Ext. P2 cheque in favour of him and also executed Ext. P1 agreement. At the time of cross examination of PW1, he deposed that accused signed in Ext. P1 agreement in his presence and in the presence of two witnesses and also deposed that he does not know the place at which Ext. P1 agreement was prepared. At the time of cross examination, PW1 deposed that "Ext. P1 എഗ്രിമെന്റിലെയും ആദ്യവിസ്താരത്തിലെ ലെറ്റർ font ഉം same ആയിരിക്കാം ". He also deposed that he signed in Ext. P1 agreement from the house of the accused and also accused signed in Ext. P2 cheque in his presence on the same date.

7. A close scanning through the cross examination of PW1, it can be seen that accused not disputed the signature in Ext. P1 agreement and Ext. P2 cheque. Now the petitioner/ accused wants to send Ext. P1 agreement and proof

affidavit of the complainant before the Forensic Science expert to find out that the font used in Ext. P1 agreement and proof affidavit in the same computer in the office of the advocate of the complainant and same was a fabricated document. It is pertinent to note that in order to find out the font used for preparing Ext. P1 agreement and proof affidavit of the complainant is one and the same or not, the expert opinion is not at all necessary. Even at the naked eye, one can say that font used are alike. Moreover that the very same type of font available in other laptops and computers of same company supplied in the market as contended by the respondent/complainant. Moreover that PW1 categorically deposed before this court that “Ext. P1 ഏഗ്രിമെന്റിലെയും ആഡ്വിക്കേറ്റിൽ ലെറ്റർ font ഉം same ആയിരിക്കും”. Even if it is proved that the font used in Ext.P1 agreement and the proof affidavit are same, that will not prove that Ext. P1 agreement was prepared from the office of the complainant’s counsel office because of the reason that other computers, supplied by the company. It is also pertinent to note that there is no dispute with regard to the signature in Ext. P1 agreement. Now the intention of the petitioner/ accused is only to drag the proceedings at the maximum and same cannot be entertained. Hence, this application is liable to be dismissed.

In the result, this application is dismissed.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected by me and pronounced by me in open Court on this the 7th day of May, 2026).

Sd/-

Judicial First Class Magistrate - IV

(True copy)

Judicial First Class Magistrate - IV