CNR.No. TNKK- 1400-0489-2023

IN THE COURT OF THE FAST TRACK COURT (MAGISTERIAL LEVEL) ERANIEL

Present : T.NARENDRAKUMAR, B.A., LLM.,PGDFL.,
Tuesday 11th day of August 2026

Summary Trial Case No.13/2023

CASE SUMMARY

Statement as per Rule 106 of the Criminal Rules of Practice, 2019		
1	Case Number	**Summary Trial Case (S.T.C.) No. 13/2023**
2	Name of the complainant	**Kulandhai Therasa** (age 67), W/o.Pethali No.15/338, S.S.S.House, Arockiyamatha Street, Muttom, kanyakumari District. ….. Complainant
3	Name of the Accused person	Antony Mary, Aged 32/2023 D/o.Maria John, Uyara Theru, Opp. Primary School, Muttom, Kanyakumari District.
4	Age and Gender	32/2023, Female
5	Occupation	--
6	Date of Occurrence	--
7	Date of Information to the Police	--
8	Apprehension	--
9	Release on Bail	--
10	Period of remand of the accused	--
11	The date of filing of complaint/final report in the Court	04.01.2023
12	The date of committal of the case to the Court of Sessions	Nil
15	The Date of Questioning of the accused u/s 281 of Cr.P.C	14.07.2023
16.	Commencement of Trial (the date on which the documents u/s 207 of the Cr.P.C are furnished to the accused	26.05.2023

<table>
<tr><td rowspan="2">17.</td><td rowspan="2">Date of examination in Chief and Cross examination of a witness</td><td>Witness</td><td colspan="2">Chief Examination</td><td colspan="2">Cross Examination</td></tr>
<tr><td>P.W.1</td><td colspan="2">26.05.2023</td><td colspan="2">22.09.2023</td></tr>
<tr><td></td><td></td><td>P.W.2</td><td colspan="2">02.02.2024</td><td colspan="2">02.02.2024</td></tr>
<tr><td></td><td></td><td>D.W.1</td><td colspan="2">06.09.2024</td><td colspan="2">24.01.2025, 20.03.2025, 15.07.2026</td></tr>
<tr><td></td><td></td><td>D.W.2</td><td colspan="2">13.12.2024</td><td colspan="2">13.12.2024</td></tr>
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<tr><td></td><td></td><td>D.W.4</td><td colspan="2">07.03.2025</td><td colspan="2">07.03.2025</td></tr>
<tr><td>18.</td><td>Date of examination of the accused under section 313(1) (b) of Cr.P.C</td><td colspan="5">05.03.2024</td></tr>
<tr><td>19.</td><td>Closure of Trial</td><td colspan="5">29.07.2026</td></tr>
<tr><td rowspan="2">20.</td><td rowspan="2">Details of abscondence of an accused and his appearance/production, as the case may be</td><td colspan="2">Warrant</td><td colspan="2">Abscondence</td><td>Appearance</td></tr>
<tr><td colspan="2">--</td><td colspan="2">--</td><td>--</td></tr>
<tr><td>21.</td><td>Grant of stay by superior Courts and results thereof</td><td colspan="5">--</td></tr>
<tr><td>22.</td><td>Sentence or Order</td><td colspan="5">In result, the accused persons namely ANTONY MARY D/o, Maria John is NOT FOUND GUILTY for the offence under Section 138 of Negotiable Instruments Act, Therefore the accused is acquitted from the offence under section 138 of Negotiable Instruments Act and set at liberty as per Section 255(1) Cr.P.C. No order for costs.</td></tr>
<tr><td>23.</td><td>Service of copy of judgment of findings on accused</td><td colspan="5">Copy of the judgment will be uploaded in CIS and made available for viewing in eCourts Services Portal.</td></tr>
<tr><td>24.</td><td>Explanation of delay</td><td colspan="5">Delay caused due to the Parties</td></tr>
<tr><td>25.</td><td>Details of victim compensation ordered</td><td colspan="5">NIL</td></tr>
<tr><td rowspan="3">26.</td><td rowspan="3">Filing of all miscellaneous petitions and their result including the results on challenge before superior Court. Except routine petitions like petition under section 317 of the Code .</td><td colspan="3">Petition</td><td>Crl.M.P.No.</td><td>Result</td></tr>
<tr><td colspan="3">--</td><td>--</td><td>--</td></tr>
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CNR.No. TNKK- 1400-0489-2023

Kulandhai Therasa (age 67), ... Complainant
W/o.Pethali
No.15/338, S.S.S.House,
Arockiyamatha Street, Muttom,
kanyakumari District.

/Versus/

Antony Mary, Aged 32/2023 ..... Accused
D/o.Maria John,
Uyara Theru, Opp. Primary School,
Muttom,
Kanyakumari District.

This case was taken on file on 04.01.2023 and coming before me for final hearing on 04.05.2026 in the presence of Thiru.E.Chithamparathanupillai MS.No.643/1997, Advocate for the complainant and of Thiru.R.Jayaram MS.No.3235/2009 Advocate for the accused, and upon hearing the both side arguments, after perusing the available case records and having stood over for consideration till this day, this court delivered the following.

JUDGEMENT

This complaint was filed by the complainant against the accused under Sections 138 and 142 of Negotiable Instruments Act 1881. (Herein after The Negotiable Instruments Act 1881 mentioned as N.I Act and The Code of Criminal Procedure herein after mentioned as Cr.P.C.).

1. The gist of the complaint as follows: -

The complainant stated that the complainant and the accused are family members. Due to such acquittance, On 01.05.2017 the accused has approached the complainant for a loan amount of Rs.55,00,000/- (Rupees Fifty Five Lakhs only) for her mother's house construction, further to repay her marriage loan expenses incurred and her siblings educational and other expenses.

2. Due to immense care and affection over the accused, the complainant had accepted her request and gave the amount of Rs.55,00,000/- (Rupees Fifty Five Lakhs only) in two installments from her savings which was received from her children. So on 07.05.2017 the accused has borrowed Rs.30,00,000/- from the complainant as first installment and on 07.05.2018 the accused has borrowed Rs.25,00,000/- as second installment and promise to repay the said amount on 14.11.2021.

3. Thereafter the complainant made several demands to the accused to repay the borrowed amount, but the accused was not repaid the borrowed amount as promised. So on 19.12.2021 when the complainant asked the accused to repay the borrowed amount, for which the accused has issued a post dated cheque for amount of Rs.55,00,000/- (Rupees Fifty Five Lakhs only) dated 14.11.2022 of cheque bearing No. 027852 drawn on Union Bank of India, Washermanpet Branch, Chennai.

4. On the assurance of the accused, on 16.11.2022 when the complainant presented the cheque for collection through her banker Indian Bank, Muttom Branch and the same was returned to the complainant on 17.11.2022 with the reason "Drawers signature differs". Thereafter on 30.11.2022 the complainant issued a statutory notice to the accused but the said notice was returned as " Addressee Unclaimed " on 08.12.2022 and the accused also not settled the cheque amount. Hence, the complainant filed this complaint under section 138 & 142 of Negotiable Instrument Act 1881 r/w section 200 of Cr.P.C against the accused.

5. On receipt of the complaint, sworn statement was recorded as prima facie case made out, cognizance was taken and summons was sent to the accused. The copies under Section 204(2) of Cr.P.C. were furnished to the accused. When, the substance of accusation was explained to the accused under Section 251 of

Cr.P.C, and she has understood the same and denied it and asked this Court claims to be tried

6. <u>The evidence of complainant is as follows:-</u>

The complainant was examined as PW1 and Ex.P1 to Ex.P4 were marked. Cheque bearing No. 027852 drawn on Union Bank of India, Washermanpet Branch, Chennai dated 14.11.2022 for Rs.55,00,000/- (Rupees Fifty Five Lakhs only) is marked as Ex.P1; Return Memo dated 17.11.2022 is marked as Ex.P.2; Ex.P3 is the Office Copy of the statutory notice dated 30.11.2022; Returned statutory notice is marked as Ex.P4 respectively. Further examined Mr. Antony Raj as PW2.

7. The evidence of complainant side was closed with P.W.1, PW2 and Ex.P.1 to Ex.P4 were marked. When, the incriminating circumstances were explained to the accused under Section 313(1) (b) of Cr.P.C., the accused denied the same as false evidence. Further said that, evidences available on her side.

8. <u>Evidence of the Defence:</u>

On the side of the defence, the accused is examined as DW1, Ex. D1 to Ex.D6 were marked, The Office staff from Sathyabama Institute of Science and Technology (Deemed to be university) Chennai, namely Mr. Francis Loyola Fernando is examined as DW2, Ex.D7 to Ex.D13 marked, The Assistant Manager, Union Bank of India, Washermanpet Branch, Chennai namely Mr. Jagana Aravind is examined as DW3, Ex.D14 & Ex.D15 marked and The Assistant Branch Manger, Indian Bank, Nagercoil namely Mrs.Rohini Prabha is examined as D.W.4.

9. Point for determination is:

Whether the accused has committed the offence under section 138 of N.I. Act?

Heard Both side and perused records carefully.

10. In the case on hand Ex.P.1 is Cheque, dated 14.11.2022 was presented before the bank for encashment and returned on 17.11.2022 as per return memo is

Ex.P2 and as per Ex.P3 the legal notice was sent on 30.11.2022. Thus, it is clear that the disputed cheque is presented within 3 months from the date on which it was drawn and further legal notice was sent within 30 days of receipt of the return of cheque.

11. It is not in dispute that, the cheque in question i.e. Ex.P.1 to belongs to the account of the accused and the same has been presented for encashment and dishonored for the reason of "DRAWERS SIGNATURE DIFFERS ", proved by return memo dated: 17.11.2022 i.e. Ex.P2 issued by the concerned bank, therefore it is a matter on record and has been proved that, the cheque in question was presented within its validity period and dishonored as per the bank endorsement issued by the banker. It is also not in dispute that, after dishonor of the cheque in dispute and receipt of bank memo within 30 days from the date of receipt of bank memo, a legal notice was sent as per Ex.P3 to the accused called upon her to pay amount covered under the dishonored cheque but the said notice is returned as Unclaimed. Hence, the complainant has complied the mandatory requirements as required U/s.138 (a) to (c) of Negotiable Instruments Act.

12. It is settled law that, in a proceeding under Section 138 N.I Act, once the accused's signature on the cheque is admitted or proved, the presumption arises that the cheque was issued for legally enforceable debt or liability. Then the burden shifts to the accused to rebut the presumption on a balance of probabilities and the complainant can avail the benefit of presumption under Sections 118 and 139 of the N.I Act in his favour in view of the decision of Hon'ble Apex Court in **Kalaimani Tex and another -Vs- P. Balasubramanian reported in (2021) 5 Supreme Court Cases 283.**

13. But in the present case, the cheque is returned for the reason that, "Drawers Signature Differs" and the accused also categorically denied her signature found in the Ex.P1 cheque. Further in order to establish the same, the accused had taken steps to send the Ex.P1 cheque along with admitted signatures to the Forensic Science department and this Court also received the report dated 17.11.2025 from the Regional Forensic Science Laboratory, Madurai. Upon careful perusal of above said Forensic report, this Court finds that, the result is signature found in the cheque is not signed by the accused.

14. Per contra on the other hand, the Learned counsel for the complainant had raised a contention that, the accused has differently singed in the petition filed for the expert opinion, hence the accused has intentionally signed differently in the cheque and issued to the complainant, So he argued that, the accused is liable to pay the cheque amount.

15. In this regard, upon perusal of records, this court finds that, the forensic report received as, the accused not singed the Ex.P1cheque, further this court also compared the signature found on the records before this court as per section 73 of Indian Evidence Act 1872, upon comparison this court also opinion that, signature found in the Ex.P1 cheque has difference with other records. Moreover the complainant has disputed the findings of the expert report. Therefore, the opinion of the expert remains unchallenged.

16. Though the learned counsel for the complainant contended that the accused had intentionally altered her signature in the petition filed before this Court and had similarly signed differently in the cheque, such contention is only a bare assertion without any supporting material. Mere suggestions or arguments advanced by the learned counsel cannot take the place of legal evidence. No independent evidence has been produced by the complainant to establish that the accused had deliberately changed her signature or that the signature found in Ex.P1 belongs to the accused.

17. Further in the case of **Basalingappa Vs. Mudibasappa (2019 AIR SC 1983)** Hon'ble Supreme court held that "The Presumption under section 139 is a rebuttable presumption and the onus is on the accused to raise the probable defence.

The standard of proof for rebutting the presumption is that of preponderance of probability." So it is well settled that, the presumption under section 118 and 139 of N.I Act is rebuttable in nature, the accused need not get into the witness box in all circumstances and he can rely upon the materials supplied by the complainant side to rebut the said presumption. The standard of proof expected on the defence side is based on the rule of the preponderance of probability, but not on the rule of beyond all reasonable doubts. So, in a cheque dishonour case, the accused can very well rebut the presumptions raised against them.

18. So, Now let us peruse the material on record to analyze whether the accused has raised a defence by preponderance of probability to rebut the presumption available under Section 139 NI Act in favour of the complainant.

Firstly :-

The Learned counsel for the defence has raised contention that, as per records of the complainant, the cheque issued to her beyond the period of three years from the date of borrowal of the loan amount i.e. 19.12.2021. Therefore it is a time for debt and any cheque issued for discharging time for debt is not a legally enforceable debt.

19. In this regard, upon careful perusal of the records and the evidence adduced by the complainant, this Court finds that the alleged loan was advanced on 07.05.2017 and 07.05.2018, whereas Cheque Ex.P1 was issued by the accused in favour of the complainant on 19.12.2021, and the said facts has been categorically admitted by the complainant. Hence, it is evident that the cheque was issued after the expiry of more than three years from the date of the alleged loan transaction.

20. Further On the other hand, the complainant has not offered any explanation as to how the alleged debt remained legally enforceable despite the lapse of the prescribed period of limitation. On this aspect, the complainant has failed to establish that the accused made any acknowledgment of liability within the period of limitation or any promise in writing to repay the loan amount so as to extend or revive the limitation. Therefore, this Court finds that the complainant has failed to prove any acknowledgment of liability by the accused within the limitation period or the existence of any written promise as contemplated under Section 25(3) of the Indian Contract Act, 1872.

21. Further this court relied on the decision of ***Hon'ble High Court of Madras in C. Rajsekaran Vs. S. Padmavathi and anothers Crl.R.C. No. 537/2019 decided on 31.01.2022*** to the present facts of the case and find that, the alleged debt had become time-barred and the complainant has failed to establish that, it was a legally enforceable debt on the date of issuance of the cheque.

22. **Secondly:**

The learned counsel for the defence has further raised a contention that, as per the complaint the alleged date of borrowal is 07.05.2017 and 07.05.2018, but on the specific date 07.05.2017, the accused was working at Sathyabama Institute of Science and Technology (Deemed to be university) Chennai, So she has not borrowed the alleged amount from the complainant on the specific date.

23. In this regard this Court upon perusal of the records, it is found that, on the side of the accused, she has examined authorized person on behalf of the above said University as DW2 and produced Ex.D8 i.e Attested copy of Appointment order of the accused, Ex.D9 attested copy of the accused person’s Identity Card, Ex.D10 Attested copy of official letter which was given by the Department of Space, Government of India, to the Pro-Vice Chancellor of the Sathyabama University, Ex.D11 attested copy of ISRO examination attended Staffs Remuneration List on 07.05.2017 and Ex.D12 attested copy of Staff attendance sheet of the above said University for the Month of may 2017.

24. So Upon perusal of the above said records, this Court finds that the accused person is working as a Project Assistant in the Sathyabama Institute of

Science and Technology (Deemed to be university) Chennai and the same was admitted by the complainant in her evidence. Further even though, on the side of the complainant is strongly objected about the admissibility of Ex.D8 to Ex.D13, this Court finds that the documents which are submitted by the University which was recognized by the state. Hence the documents produced on behalf of the University is said to be reliable one. So from the documents Ex.D10 letter, Ex.D11 remuneration list and Ex.D12 attendance sheet, it is found that, the accused was in worked in the above said University on 07.05.2017. So, how it is possible for a person, who working at Chennai is came to Kanyakumari District to borrow the amount as alleged by the complainant on the specific date 07.05.201. So it creates a reasonable suspicious on the complainant case.

25. <u>Thirdly:-</u>

The learned counsel for the accused has further raised contention that the complainant has not proved her source of income to advance the loan amount of Rs. 55,00,000/- (Rupees Fifty Five Lakhs only). In this regard this Court has opinion that, It is well settled that, in proceedings under Section 138 NI Act cases, the complainant need not to be proved her financial capacity to advance the loan amount except specifically raised the plea by the accused at the earlier stage of the reply notice.

26. But in this case, Admittedly the accused has not issued any reply notice. However, this court considering the alleged loan amount is said to be Rs.55,00,000/- and the complainant is senior citizen aged about more than 65 years old and she has stated in her complaint that all her children are well placed in their respective occupations and she advanced the loan to the accused out of her savings accumulated from the amounts received from her children.

27. Further the accused has already raised a probable defence and creating reasonable doubt in the complainant's version, So now the burden shifted upon the complainant to establish the legally enforceable debt by cogent and reliable evidence. In such circumstances, it became burden upon the complainant to prove her financial capacity and the source of funds for advancing loan amount. However, except for her oral statement in her evidence, no documentary evidence has been produced to substantiate the source of income. Therefore, the complainant has failed to establish her financial capacity to advance the alleged loan amount. This omission further creates a reasonable doubt in the complainant's case

28. Fourthly:

The accused has further taken defence in her deposition that, she does not direct money transactions with the complainant, in the year 2017, her mother, namely Little Flower, had borrowed a sum of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand only) from one Mr. Rooswelt Fernando, who is stated to be a friend of the complainant's son-in-law, Mr. Harmors. According to the accused, the said loan amount was subsequently repaid through the accused's bank account. It is further contended that, although the original loan was only Rs.2,50,000/-, they had repaid a total sum of Rs.19,43,030/- towards the said transaction. Despite such repayment, it is alleged that the complainant continued to demand exorbitant interest and thereafter obtained Ex.P1 cheque from the house of the accused's mother and misused the same by filing the present false complaint against the accused.

29. In this regard this court upon perusal of deposition of DW1/Accused, she reiterated the same version of defence in her evidence. Further in order to establish the repayment of amount to the complainant's Bank account, she produced her Indian Bank account statement Ex.D3 to Ex.D5 and Union Bank Account Statement Ex.D6. This court upon perusal of the statement of accounts from Ex.D3 to Ex.D6, finds that, only from the Ex.D4 Indian bank account statement Rs. 6,19,600 has been transferred to the complainant Bank account. Further from

Ex.D3 & Ex.D5 Indian Bank Account statement reveals that, the accused has transferred some amount to the account Number 97215021891, which is claims to be account of Mr.Rooswelt Fernando by the accused.

30. Further from Ex.D6 Account statement, it reveals only about UPI transaction, But this court not able to identify to whom the amounts to be transferred. Therefore this court finds that, the accused has transactions with the complainant and had transferred amount to the complainant’s bank account.

31. Further on the other hand, the complainant side not disputed that, accused’s mother namely Mrs.Little Flower had borrowed a sum of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand only) from one Mr. Rooswelt Fernando, who is stated to be a friend of the complainant's son-in-law, Mr. Harmors. subsequently repaid the amount to the account of Mr. Rooswelt Fernando. But the accused failed to prove the alleged fact that, For the borrowed amount of Rs. 2,50,000/-, the accused has repaid total sum of Rs.19,43,030/- towards the said transaction. Even this court assume the same fact is true, No ordinary prudent man would repay amount of Rs.19,43,030/- for a borrowed amount of Rs. 2,50,000/-. So this court unable to believe the defence of the accused.

32. Further this court finds that, In the Indian Bank account statement Ex.D3 to Ex.D5 and Union Bank Account Statement Ex.D6, It has been mentioned as ‘Interest amount’, “Cheetu amount”. In this regard this court upon examination of accused/DW1, She has deposed that, it was mentioned so, due to for her reference. But the same was not believable by this court. So from overall appreciation of evidence of the accused, Though the accused has taken above plea of defence, But the accused not prove her defence with cogent, reliable and corroborative evidence. Therefore this court finds that, the accused thereby failed to prove her defence.

33. Even though, the accused has failed to prove her defence, she has prove that, on 07.05.2017, she was in her workplace and thereby created suspicious in the complainant case. Further established that, the debt had become time-barred and the complainant has failed to establish that, it was a legally enforceable debt on the date of issuance of the cheque and the complainant also failed to prove her financial capacity to advance the alleged loan amount. Hence this probable doubts are created by the accused in the complainant's case.

34. Further this court as already discussed in the above, that is, in order to rebut the presumption under section 139 of NI Act, the accused has to establish a probable defence which creates doubt about the existence of a legally enforceable debt or liability, Further standard of proof expected on the defence side is based on the rule of the preponderance of probability, but not on the rule of beyond all reasonable doubts.

35. Therefore, in this case, this Court finds that, the accused has raised reasonable doubts in the complainant's case and has specifically created doubt on the legally enforceable debt. Per contra on the other hand, the complainant not clarified those reasonable doubts which is created by the accused with cogent and believable evidence and established that the accused is legally liable to pay the cheque amount, Thereby the complainant failed to prove the reverse burden, i.e. the cheque in dispute was issued for legally enforceable debt or liability, hence the probability that, the accused is not liable to pay Ex.P1 cheque amount and it is not legally recoverable debt or liability.

36. So just because, there is a presumption under Section 139 of Negotiable Instruments Act, it will not create any special right to the complainant to initiate a proceeding against the drawer of the cheque, who is not at all liable to pay the cheque amount. The evidence placed on record before this court clearly shows that, complainant has failed to prove that, the accused issued this Ex.P1 cheque to the complainant for discharge of legally enforceable debt or liability. Hence, complainant has failed to prove the guilt of accused for the offence punishable under Section 138 of Negotiable Instruments Act.

37. Having considered the entire evidence, documents and the submissions made by the counsels, this court came to a conclusion that the accused person raised probable defences in this case and rebutted the presumption under section 139 of NI Act. Therefore, this court finds that, the accused is not found guilty for the offence under section 138 of N.I. Act.

38. <u>RESULT:</u>

In result, the accused persons namely **ANTONY MARY D/o, Maria John is NOT FOUND GUILTY** for the offence under Section 138 of Negotiable Instruments Act, Therefore the accused is acquitted from the offence under section 138 of Negotiable Instruments Act and set at liberty as per Section 255(1) Cr.P.C. No order for costs.

Dictated by me to the steno-typist and typed by her in computer directly and corrected by me and pronounced by me in open court, on 11th day of August 2026.

T NARENDRAKUMAR

Digitally signed by T NARENDRAKUMAR
Date: 2026.08.11 19:16:31 +0530

Judicial Magistrate,

Fast Track Court, Eraniel.

<u>Complainant side Witnesses:-</u>

P.W.1.	Mrs.Kulandhai Theresa	26.05.2023	Ex.P1 to Ex.P4	Complainant

<u>Complainant side documents :</u>

Ex.P1 /P.W.1	16.11.2022	Original Cheque bearing No. 027852, Union Bank of India, Washermanpet, Chennai Branch
Ex.P.2 /P.W.1	17.11.2022	Original Return memo
Ex.P.3 /P.W.1	30.11.2022	Office copy of Legal Notice

Ex.P.4 /P.W.1	--	Original Returned legal notice

Defence side witnesses : -

D.W.1	Mrs.Antony Mary	06.09.2024	Ex.D1 to Ex.D6	Accused
D.W.2	Mr. Francis Lyola	13.12.2014	Ex.D7 to Ex.D13	Office staff from Sathyabama university Chennai.
D.W.3	Mr.Jagana Arawind	20.02.2025	Ex.D14, Ex.D15	The Assistant Manager, Union Bank of India, Washermanpet Branch, Chennai.
D.W.4	Mrs.Rohini Prabha	07.03.2025	--	The Assistant Branch Manger, Indian Bank, Nagercoil.

Defence side documents :-

Ex.D1 /D.W.1	Xerox copy of Accused Aadhar Card (Compared with original)
Ex.D2 /D.W.1	Xerox copy of Marriage Certificate (Compared with original)
Ex.D3 /D.W.1	Indian Bank account statement of the accused
Ex.D4 /D.W.1	Indian Bank account statement of the accused
Ex.D5 /D.W.1	Indian Bank account statement of the accused
Ex.D6/D.W.1	Union Bank Account Statement of the accused
Ex.D7 /D.W.2	Authorization Letter given to authorized Mr. Francis Loyola to give evidence in this case
Ex.D8 /D.W.2	Attested copy of Appointment order of the accused
Ex.D9 /D.W.2	Attested copy of the accused person’s Identity Card.

Ex.D10 /D.W.2	Attested copy of the official letter given by the Department of Space, Government of India, to the Pro-Vice Chancellor of the Sathyabama University, Chennai
Ex.D11 /D.W.2	Attested copy of the ISRO examination attended Staffs Remuneration List on 07.05.2017 (3 pages)
Ex.D12 /D.W.2	Attested copy of Staff attendance sheet for the Month of may 2017 of Sathyabama University, Chennai
Ex.D13 /D.W.2	Attested copy of Salary slip of Accused January 2016 to December 2018 (36 numbers)
Ex.D14 /D.W.3	Authorization Letter given to authorized Mr. Aravind Jagana to give evidence in this case
Ex.D15 /D.W.3	Attested True copy of the Bank Account open Application Form of the accused

T NARENDRAKUMAR

Digitally signed by T NARENDRAKUMAR
Date: 2026.08.11 19:16:19 +0530

Judicial Magistrate,
Fast Track Court, Eraniel.

Judicial Magistrate, Fast Track Court, Eraniel

Court Seal.

" The parties shall apply, as soon as possible, for the return of all exhibits which they may wish to preserve, as the record will be liable to be destroyed after three years from this date".

CNR.No. TNKK- 1400-0489-2023

The Hon'ble High Court of Madras in Roc.No. 121910-A/2024/F1,

Dated:06.05.2025

Cover Sheet Annexed to Judgment / Order

1.	Name of the Court	:	Judicial Magistrate, Fast Track Court, Eraniel.
2.	Case Number	:	S.T.C.No. 13/2023
3.	Date of Judgment of Conviction / Dismissal / Reversal of Acquittal / Dismissal of Bail Application		11.08.2026 Acquittal
4.	Name of Person Convicted / Acquittal Reversed / Bail Denied / Bail Cancelled		Antony Mary, D/o.Maria John
5.	Contact Address of Legal Aid Committee of Court Complex in which the above Court is situated.		The Hon'ble Chairman, Taluk Legal Services Committee, Court Campus, Eraniel.
5a.	Designation of the person to be contacted		Tr.R.Karlmarx, B.L., The Hon'ble Chairman, Taluk Legal Services Committee, Eraniel.
6.	Phone No. of above Legal Aid Committee (between am to pm)		04651-220227 (10.00 am to 05.45 pm)
7.	Alternative Mobile No. of Legal Aid Committee		Tmt. S. Shareen Banu Junior Administrative Assistant 9952716394

T NARENDRAKUMAR

Digitally signed by T NARENDRAKUMAR
Date: 2026.08.11 19:16:45 +0530

Judicial Magistrate,
Fast Track Court, Eraniel.