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

Present : T.NARENDRAKUMAR, B.A., LLM.,PGDFL.,
Judicial Magistrate, Fast Track Court, Eraniel

Monday 29th day of June 2026

Calendar Case No. 44/2020

CASE SUMMARY

Statement as per Rule 106 of the Criminal Rules of Practice, 2019		
1	Case Number	**Calendar Case (C.C.) No. 44/2020**
2	Name of the complainant	Lyson (Aged 53/2023) S/o.Siluvai Cruz, 13/9A, Anbiyam 17, Kodimunai & Post, Kanyakumari District. ….. Complainant
3	Name of the Accused person	A1 – Paulraj S/o. Siluvai Cruz, No.13/9A2, Simon Colony West, Kodimunai & Post. A2 – Sahaya Rani W/o. Paulraj, 13/9A2, Simon Colony West, Kodumunai & Post.
4	Age and Gender	A1 – 49/2020, Male A2 – 45/2020, Female
5	Occupation	A1 – Fisherman A2 – Housewife
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	18.03.2020
12	The date of committal of the case to	Nil

	the Court of Sessions			
15	The Date of Questioning of the accused u/s 281 of Cr.P.C	07.07.2023		
16.	Commencement of Trial (the date on which the documents u/s 207 of the Cr.P.C are furnished to the accused	15.05.2023		
17.	Date of examination in Chief and Cross examination of a witness	Witness	Chief Examination	Cross Examination
		P.W.1	15.05.2023	20.09.2023
		D.W.1	16.05.2025	03.09.2025
18.	Date of examination of the accused under section 313(1) (b) of Cr.P.Ct	21.03.2025		
19.	Closure of Trial	22.06.2026		
20.	Details of abscondence of an accused and his appearance/production, as the case may be	Warrant	Abscondence	Appearance
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21.	Grant of stay by superior Courts and results thereof	--		
22.	Sentence or Order	In result, the accused persons namely **A1 - Paul Raj, S/o. Siluvai Cruz, A2 – Sahaya Rani, w/o. Paul Raj** are **NOT FOUND GUILTY** for the offence under Section 138 of Negotiable Instruments Act and they both are 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.		
23.	Service of copy of judgment of findings on accused	Copy of the judgment will be uploaded in CIS and made available for viewing in eCourts Services Portal.		
24.	Explanation of delay	Delay caused due to the Parties		
25.	Details of victim compensation ordered	NIL		
26.	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 .	Petition	Crl.M.P.No.	Result
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Lyson
S/o.Siluvai Cruz,
13/9A, Anbiam 17,
Kodimunai & Post,
Kanyakumari District. ..... Complainant

/Versus/

1. Paulraj
S/o.Siluvai Cruz,
13/92, Simon Colony West,
Kodimunai & Post,
Kanyakumari District. ..... Accused No.1

2. Sahaya Rani
W/o. Paulraj,
13/9A, Anbiam 17,
Kodimunai & Post,
Kanyakumari District. ..... Accused No.2

This case was taken on file on 18.03.2020 and coming before me for final hearing on 22.06.2026 in the presence of Thiru. G.Bensigar and Thiru.S.Britio Singh Learned counsel for the complainant and of Thiru.K.Murugesan, learned counsel 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 and the accused are well known to each other. The first accused is the husband of the second accused. The case of the complainant is that both accused approached him with an offer to sell a property belonging to the first accused. Accepting the said offer, the complainant agreed to purchase the property for a total sale consideration of Rs.7,00,000/-. At the request of the first accused, the complainant paid a sum of Rs.4,00,000/- as advance towards the sale consideration. The complainant subsequently arranged the balance sale consideration of Rs.3,00,000/- and called upon the first accused to execute the sale deed in his favour. However, the first accused evaded the execution of the sale deed despite repeated requests. Consequently, the complainant demanded the refund of the advance amount paid by him and after several demands made by the complainant for repayment of the advance amount, both accused jointly issued four cheques for Rs.1,00,000/- each, in total amount of Rs.4,00,000/-, drawn on their joint account maintained with the State Bank of India, Colachel Town Branch. The cheques were issued on 27.12.2019, bearing different dates, towards repayment of the advance amount received from the complainant and the both accused assured him that sufficient arrangements would be made to ensure their honour upon presentation.

2. Based on the assurance of the both accused, the complainant presented one of the cheques issued by both accused dated 30.12.2019 drawn on State Bank of India, Colachel Town Branch, bearing No. 778241 for an amount of Rs.1,00,000/- in his account in the Indian Bank, Colachel Branch for collection on 31.12.2019. But the cheque was returned from the bank on 04.01.2020 with a memo stating reason Funds Insufficient.

3. Thereafter on 03.02.2020 the complainant issued a statutory notice to the both accused and the said notice was received by the accused persons on 04.02.2020, but 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.

4. On receipt of the complaint, sworn statement was recorded as prima facie case made out, cognizance was taken and summons was sent to the both accused. The copies under Section 204(2) of Cr.P.C. were furnished to the both accused. When, the substance of accusation were explained to the both accused under Section 251 of Cr.P.C, and they have understood the same and denied it and asked this Court claims to be tried.

5. The evidence of complainant is as follows :-

The complainant is examined as PW1 and Ex.P1 to Ex.P5 marked. The cheque bearing No.778241 Dated: 30.12.2019 drawn on State Bank of India, Colachel Branch for amount of Rs.1,00,000/- (Rupees One lakh only) is marked as Ex.P1; the Return Memo marked as Ex.P.2; Ex.P.3 Office Copy of the legal notice dated 03.02.2020; Ex.P4 Postal receipt; Returned Acknowledgement cards (2 Nos) marked as Ex.P5 respectively.

6. The evidence of complainant side was closed with P.W.1 and Ex.P.1 to Ex.P.5 was marked. When, the incriminating circumstances were explained to the both accused persons under Section 313(1)(b) of Cr.P.C., they both denied the same as false evidence. Further said that, evidences available on their side.

7. Evidence of the Defence :-

On the side of the defence accused A1 was examined as D.W.1 and no documents marked.

8. Point for determination is : -

Whether the cheque was issued by the accused towards the discharge of a legally enforceable debt or liability and same being dishonoured and the accused committed the offence under section 138 of N.I.Act?

Heard Both side and perused records carefully. Further perused the complainant's side written argument notes and citations submitted on the defence side.

The defence side submitted the following citations:

1. Hon'ble Supreme court in Aparna A.Shah – Vs – Sheth Developers Pvt., LTd & Another, 2013 (2) MWN (Cr.) DCC 97 (SC), dated 01.07.2013,

The Hon'ble Madras High Court Judgements:-

2. Kannukiniyal – Vs- Santhosimatha Finance rep. by it's Partner, K.S. Rajavel, 2011(1) MWN (Cr.) DCC 97, Dated 31.01.2011,
3. Rajendran – Vs- Radhakrishnan, 2013 (1) MWN (Cr.)DCC 85 (Mad), Dated 17.07.2012,
4. Mohamad Irfan – Vs- Velukannan, 2017(1) MWN (Cr.) DCC108 (Mad.), Dated 22.12.2016,
5. K.M.Thomas – Vs- C.A.Nazar, 2017 (2) MWN (Cr.) DCC 135 (Ker.), Dated 30.05.2017. Hon'ble Kerala High Court,
6. Venkatesh Bhat.A – Vs- Rohidas Shenoy, 2010 (2) Crimes 631 (Kar.) Dated 03.08.2009, Hon'ble Karnataka High Court.

9. In the case on hand Ex.P.1 Cheque was presented before the bank for encashment and same was returned on 04.01.2020 as per return memo Ex.P2; Ex.P.3 the legal notice was sent on 03.02.2020. 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 memo of cheque.

10. It is also not in dispute that, the cheque in question i.e. Ex.P.1 to belongs to the account of the both accused. It is also not in dispute by the both accused that, the cheque in question presented for encashment and dishonored for the reason of "Funds insufficient", proved by return memo dated: 04.01.2020 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, the statutory notice was sent as per Ex.P3 to the both accused called upon them to pay cheque amount. The both Accused has also not disputed service of the legal notice upon her. Hence, the complainant has complied the mandatory requirements as required U/s.138 (a) to (c) and 142 of Negotiable Instruments Act.

11. The learned counsel for the accused contended that the second accused cannot be prosecuted for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881, as she is not a signatory to Ex.P1 cheque. In support of the said contention, reliance was placed upon the decision of the Hon'ble Supreme Court in *Aparna A. Shah v. Sheth Developers Pvt. Ltd. & Another, reported in 2013 (2) MWN (Cr.) DCC 97 (SC) : (2013) 8 SCC 71* and Hon'ble Madras High Court judgement in *Kannukiniyal – Vs- Santhosimatha Finance rep. by it's Partner, K.S. Rajavel, 2011(1) MWN (Cr.) DCC 97, Dated 31.01.2011*,

12. This Court has carefully considered the said submission and perused the evidence available on record. Upon analysis of the oral and documentary evidence, it is found that the second accused, namely Sahaya Rani, has not signed Ex.P1 cheque. The complainant has also admitted the said fact during the course of his evidence. Therefore, it is evident that the second accused is not the drawer of the cheque in question.

13. Here it is pertinent to note the judgement of Hon'ble Apex Court in the case of *Bijoy Kumar Moni vs. Paresh Manna and Another reported in 2024 SCC Online SC 3833*, held as under:-

> *"39. What invariably follows from a perusal of the aforesaid provisions is that it is only the drawer of the cheque who can be held*

liable under Section 138. Section 141 is an exception to this scheme of the NI Act and provides for vicarious liability of persons other than the drawer of the cheque in cases where the drawer of the cheque under Section 138 is a corporate person.

14. Hence, this Court places reliance on the decision of the Hon'ble Supreme Court in *Bijoy Kumar Moni v. Paresh Manna and Another (supra)* and holds that Section 141 of the Negotiable Instruments Act, 1881, which provides for vicarious liability, is applicable only in cases involving companies, partnership firms, and not to individuals.

15. This Court further relies upon the judgment of the Hon'ble Supreme Court in *Aparna A. Shah v. Sheth Developers Pvt. Ltd. & Another (supra*), wherein it was categorically held that, in the case of a joint bank account, criminal liability under Section 138 of the Negotiable Instruments Act can be fastened only upon the drawer who has actually signed the cheque. Consequently, a joint account holder who has not signed the cheque cannot be prosecuted merely by virtue of being a co-holder of the account.

16. In view of the law laid down by the Hon'ble Supreme Court *in Aparna A. Shah v. Sheth Developers Pvt. Ltd. & Another (supra),* criminal liability under Section 138 of the Negotiable Instruments Act can be fastened only upon the person who has drawn and signed the cheque. Since the second accused is not a signatory to Ex.P1 cheque, she cannot be held liable for its dishonour merely on the ground that she is a joint account holder. Further she cannot be vicariously liable also. Accordingly, the prosecution against the second accused for the offence under Section 138 of the Negotiable Instruments Act is not maintainable.

17. Further with regard to the Accused A1 namely Paulraj, he is the signatory of the Ex.P1 cheque, so this case is maintainable against the Accused A1.

Since the complainant complied the mandatory requirements as required U/s.138 (a) to (c) and 142 of Negotiable Instruments Act. Therefore, the statutory presumptions under Sections 118(a) and 139 of the N.I Act are in favour of the complainant. 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. So, 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.** Hence, now the burden is on the accused to rebut the statutory presumptions and also establish his defence.

18. In the case of **Basalingappa Vs. Mudibasappa (2019 AIR SC 1983)** it was 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."

19. Now it is for the accused to rebut such presumptions to the contrary and to disprove the presumption, it need not always be conclusively established, it is sufficient, if it is so probable that a prudent person would believe it. In **Rangappa -Vs- Sri Mohan, [(2010) 11 SCC 441: 2010 AIR SC 1898]** the Hon'ble Supreme Court held that "When an accused has to rebut the presumption under section 139 of the N.I. Act, the standard of proof for doing so is that of "Preponderance of Probabilities". Thus, the accused can discharge this burden by establishing her case on the basis of the preponderance of probabilities.

20. On the point of rebuttal of presumptions by the accused, the Hon'ble Supreme Court in the case **M/s. Laxmi Dyechem v. State of Gujarat and Others, (2013 Crl.L.J. 3288)** observed that "Therefore, if the accused is able to establish a probable defence which creates doubt about the existence of a legally enforceable debt or liability, the prosecution can fail. The accused can rely on the materials submitted by the complainant in order to raise such defence and it is inconceivable that in some cases the accused may not need to adduce the evidence of his/her own.” Hence, it is well settled that, the said presumption raised 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 she 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.

21. 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.

The defence of the first accused is that he had borrowed a sum of Rs. 1,00,000/- from the complainant on 16.06.2015 and had agreed to pay interest at the rate of Rs. 5,000/- per month. Further at the time of availing the said loan, he had affixed his signature on a blank revenue stamp paper as security for the transaction. Subsequently he repaid the entire loan amount along with the accrued interest on 26.12.2015. However, despite such repayment, the complainant failed to return the signed stamp paper and allegedly evaded the accused's repeated requests.

22. Further the accused contend that, on 15.07.2019, the complainant lodged a complaint before the Colachel Police Station by misusing the signed stamp paper and during the course of the police enquiry, the complainant, in collusion with the Sub-Inspector of Police, one Mr. Sujith, subjected him to threats and coercion and thereby obtained four cheques from him. Even though he had informed the complainant that he did not possess a cheque book, the complainant allegedly compelled him to visit the State Bank of India, Colachel Branch, where a bank account was opened in his name and four signed cheques were obtained from him under coercive circumstances without his consent. Thereafter, one of the said cheques has been subsequently misused by the complainant for instituting the present complaint. So, It is specific defence of the accused A1 that the cheque in question was not issued towards the discharge of any legally enforceable debt or liability and that the present complaint has been falsely instituted by misusing the cheque obtained from him under coercion.

23. In this this regard, this Court has carefully scrutinized the oral evidence adduced by the first accused as DW1. Upon perusal of his deposition, it reveals that he reiterated the defence set up by him in is oral evidence. But the accused not produced any document to prove the loan transactions with the complainant, further not lodged any complaint against the Mr. Sujith SI of the Police, alleging that the cheque had been obtained from the him under coercion. Moreover, the same was admitted by the accused A1/DW1 in his evidence.

24. On the other hand, the learned counsel for the accused contended that, according to the complainant, the dispute between the parties had arisen out of a sale agreement. So, he was argued that though the complainant had admitted the existence of such sale agreement and had expressed his willingness to produce the same before the Court, he ultimately failed to do so. Hence the non-production of the sale agreement gives rise to a serious suspicion regarding the complainant's version and creates a reasonable doubt about the genuineness of his claim.

25. On the other hand, on careful examination of the evidence of the complainant/PW1 discloses that he has categorically admitted during cross-examination that it was unregistered sale agreement and it was in his possession, moreover he was agreed to produce the same before the Court. However, despite such admission, the complainant failed to produce the said document. So, this court is of opinion that, the non-production of the alleged unregistered sale agreement, which constitutes the foundation of the complainant's case, assumes significance and creates a reasonable doubt regarding the transaction pleaded by him.

26. Further, PW1 has deposed that he paid an advance amount of Rs.4,00,000/- towards the sale consideration in two installments of Rs.2,00,000/- each on 30.07.2016 and 30.08.2016 respectively. However, these specific dates and particulars of payment do not find in any place either in the statutory demand notice, the complaint, or the proof affidavit filed in lieu of chief examination. Significantly, the said details were disclosed for the first time only during the course of the cross-examination of PW1. So, the omission to mention such material particulars at the earliest point of time and their subsequent disclosed during cross-examination creates a serious doubt on the veracity of the complainant's version.

27. Further with regard suppression of material facts and non-production of Sale agreement, the learned counsel for the accused relied on the Judgment of *Hon'ble Kerala High Court in K.M.Thomas – Vs- C.A. Nazar, 2017 (2) MWN (Cr.) DCC 135 (Ker.), Dated 30.05.2017* and *Hon'ble Karnataka High Court in Venkatesh Bhat. A – Vs- Rohidas Shenoy, 2010 (2) Crimes 631 (Kar.) Dated 03.08.2009* respectively. Upon perusal of the above citated judgements, Hon'ble Karnataka High Court in Venkatesh Bhat. A – Vs- Rohidas Shenoy, 2010 (2) Crimes 631 (Kar.) Dated 03.08.2009 is not squarely applicable for the facts in the present case in hand.

28. Further Hon'ble Supreme Court in *Rekha Sharad Ushir Vs. Saptashrungi Mahila Nagari Sahkari Patsansta Ltd., reported in 2025 INSC 399 dated 26.03.2025*, the Hon'ble court held that, when complainant suppresses material facts and documents, he cannot be allowed to set criminal law in motion based on the complaint. Setting criminal law in motion by suppressing material facts and documents is nothing but an abuse of the process of law.

29. So, this Court derives support from the decision of the Hon'ble Supreme Court in *Rekha Sharad Ushir v. Saptashrungi Mahila Nagari Sahkari Patsansta Ltd., (Supra)* to the facts of the present case, this Court finds that the complainant has admitted that the alleged unregistered sale agreement, which forms the very foundation of his claim, is in his possession. Though he had undertaken to produce the said document before the Court, he failed to do so. Further, the particulars relating to the payment of the advance amount of Rs. 4,00,000/- in two installments on 30.07.2016 and 30.08.2016 were not disclosed either in the statutory notice, the complaint, or the proof affidavit, and disclosed only during the course of cross-examination of PW1

30. Hence this court is opinion that, the non-production of the alleged sale agreement and omission to disclose material particulars regarding the alleged advance payments creates a serious doubt as to the genuineness of the complainant's case. Such suppression of material facts adversely affects the credibility of the complainant's case.

31. Further the learned counsel for the accused has contended that the cheque number has been incorrectly mentioned in the statutory legal notice Ex.P3. So, It is argued that Ex.P3 constitutes a defective notice and consequently, the complaint is liable to be dismissed.

32. In this regard, Upon perusal of Ex.P3, this Court finds that the cheque number has been wrongly mentioned as "77821" instead of "778241." It is further observed that no corrected notice was issued by the complainant to rectify the said error. Further this court upon perusal of notice, complaint and proof affidavit, it is found that, cheque number is wrongly mentioned in notice, but the same was corrected in complaint and proof affidavit. So, It is only one number ‘4’ is omitted in the cheque number. Hence this court is of opinion that, missing of only one number in the cheque number in the statutory notice is may be a typological mistake, so the statutory notice Ex.P3 is cannot be said as defective notice.

33. 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.

34. Therefore in this case, this Court finds that the accused has raised reasonable doubts in the complainant's case and has specifically denied the alleged sale agreement transaction. Further this court finds that, during the course of the cross examination of DW1, no questions were put to the accused A1/DW1 concerning the alleged unregistered sale agreement. Moreover, no suggestion relating to such agreement was made to the accused A1 in cross-examination, and the complainant also not produced unregistered sale agreement before this Court. In these circumstances, this Court is draw an adverse inference against the complainant and its create serious doubts on the complainant's case.

35. Hence this court finds that, the accused A1 has raised reasonable doubts on the legally enforceable debt, so now onus of proof on the complainant to clarify and establish his case, but the complainant not clarified those reasonable doubts which is created by the accused A1 with cogent and believable evidence that, the accused persons are legally liable to pay the cheque amount. Further the standard of proof on the part of the accused is only on "preponderance of probabilities" and inference of preponderance of probabilities can be drawn even by reference to circumstances.

36. Further, the complainant failed to prove the reverse burden, that the cheque in dispute was issued for legally enforceable debt or liability, hence the probability that, the accused A1 is not liable to pay Ex.P1 cheque amount and it is not legally recoverable debt or liability. So just because, there is a presumption under Section 139 of Negotiable Instruments Act, that 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, accused A1 issued the cheque to the complainant for discharge of legally enforceable debt or liability. Hence, complainant has failed to prove the guilt of accused A1 for the offence punishable under Section 138 of Negotiable Instruments Act.

37. Further the accused A1 establish probable defences by created reasonable doubts on presumption which is given under section 139 of N.I Act. Hence, this court is of opinion that the accused A1 had established his defence even by way of preponderance of probabilities.

38. Further with regard to Accused A2, this court as already discussed in above Paragraphs No.11-16, the second accused is not a signatory to Ex.P1 cheque, So she cannot be held liable for its dishonour merely on the ground that she is a joint account holder. Hence the offence u/s 138 NI Act is not made out as against the Accused A2.

39. Having considered the entire evidence, documents and the submissions made by the counsels, this court came to a conclusion that the both accused persons raised probable defences in this case and rebutted the presumption under section 139 of NI Act. Therefore, the accused A1 and A2 are not found guilty for the offence under section 138 of N.I. Act.

40. **<u>RESULT:</u>**

In result, the accused persons namely **A1 - Paul Raj, S/o. Siluvai Cruz, A2 – Sahaya Rani, w/o. Paul Raj** are **NOT FOUND GUILTY** for the offence under Section 138 of Negotiable Instruments Act and they both are 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 the 29th day of June 2026.

T NARENDRAKUMAR Digitally signed by T NARENDRAKUMAR Date: 2026.06.29 17:14:13 +0530

Judicial Magistrate,
Fast Track Court, Eraniel

Complainant side Witnesses:-

P.W.1.	Mr.Lyson	30.03.2021	Ex.P1 to Ex.P5	Complainant

Complainant side documents :

Ex.P1 /P.W.1	30.12.2019	Original Cheque bearing No. 778241, State Bank of India, Colachel Town Branch
Ex.P.2 /P.W.1	04.01.2020	Original Return memo
Ex.P.3 /P.W.1	03.02.2020	Office copy of Legal Notice
Ex.P.4 /P.W.1	03.02.2020	Original Postal Receipt
Ex.P.5 /P.W.1	04.02.2020	Original Returned Acknowledgment card (Two Numbers)

Defence side Witnesses:-

D.W.1.	Mr.Paulraj	01.03.2024	--	Accused

Defence side documents :- Nil

T NARENDRAKUMAR Digitally signed by T NARENDRAKUMAR Date: 2026.06.29 17:14:06 +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".

Note:

Copy of the Judgment given to the accused free of cost

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	:	C.C.No.44/2020
3.	Date of Judgment of Conviction / Dismissal / Reversal of Acquittal / Dismissal of Bail Application		29.06.2026 Acquittal
4.	Name of Person Convicted / Acquittal Reversed / Bail Denied / Bail Cancelled		**A1 – Paulraj, S/o. Siluvai Cruz** **A2 – Sahaya Rani, W/o. Paul Raj**
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.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: 2026.06.29 17:13:56 +0530

Judicial Magistrate,
Fast Track Court, Eraniel.