IN THE COURT OF THE DISTRICT AND SESSIONS JUDGE, KARUR

PRESENT:- THIRU K.H.ELAVAZHAGAN, B.Sc., M.L.,

DISTRICT AND SESSIONS JUDGE.

Wednesday, the 22nd day of April 2026

CRIMINAL APPEAL No.217/2025

[CNR.No:TNKR-01-002440-2025]

From what Court the appeal is preferred	:	Fast Track Court Judicial Magistrate (At Magistrate Level), Karur.
Number of the case in that Court	:	S.T.C.No.103/2020
Name and Description of the appellant	:	M. Kalimuthu, S/o. R. Manickavasagam, Kalkuvari Mani Road, Kottanatham Post, Gujiliyamparai Taluk, Dindigul District.
Name of the complainant	:	K.N. Rasappan, S/o. Nallappa Gounder, No.22, West Nanjaiyya Street, Karur Town, Karur District.
The sentence and law under which it was imposed in the lower court	:	The accused is convicted and sentenced to undergo one year simple imprisonment and directed to pay compensation of Rs.1,50,000/- to the complainant u/s.357(3) of Cr.P.C, within a period of one month, failing which he shall undergo simple imprisonment for one month.
Whether confirmed, modified or reversed and if modified modification	:	**In the result, the criminal appeal is dismissed and the judgment of conviction and sentence passed by the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur in S.T.C.No.103/2020 dated 02.06.2025 is confirmed. The learned Judicial Magistrate is directed to secure the**

		accused and to proceed in accordance with law.
Date of filing	:	17.07.2025
Date of notice issued by that court to appear	:	25.08.2025
Date of bail bond if the appellant has been let out on bail	:	--
Date of the appellant ordered to appear	:	06.10.2025
Date of hearing	:	20.04.2026
Date of Judgment/Order	:	22.04.2026

This criminal appeal is coming on 20.04.2026 for final hearing before me in the presence of Tmt. S.Vijayalakshmi, Advocate for the appellant/accused and of Thiru. S. Palsamy, Advocate for the Respondent/Complainant and on hearing the arguments of both sides and upon perusing the judgment of the trial Court and the case records and having stood over till this day for consideration, this Court delivered the following:

JUDGMENT:-

The criminal appeal is filed u/s.374(3) of Cr.P.C against the judgment of conviction and sentence passed by the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur S.T.C.No.103/2020 dated 02.06.2025 and to set aside the same.

2) The case was registered against the accused u/s.138 of N.I.Act and after the trial, the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur S.T.C.No.103/2020 dated 02.06.2025 has found guilty against the accused u/s.138 of N.I.Act and convicted and sentenced to undergo one year simple imprisonment and directed to pay compensation of Rs.1,50,000/- to the complainant u/s.357(3) of Cr.P.C, within a period of one month, failing which he shall undergo simple

imprisonment for one month.

3) The respondent is the complainant before the trial Court. He has preferred a complaint for the offence u/s 138 of Negotiable Instruments Act. The accused is a well known person to the complainant. Further, on 15.02.2018, the accused has borrowed a sum of Rs.2,00,000/- from the complainant for his urgent family needs and business expenses. Further, on the same date, the accused has executed a promissory note for sum of Rs.2,00,000/- agreeing to repay the amount with interest at the rate of Rs.1.50/- per hundred per month.

3(2) After several demands, during the first week of October 2019, the accused has issued a post cheque dated 16.10.2019 drawn on State Bank of India, Thanthoni branch bearing registration No.151996 for a sum of Rs.1,50,000/- in favour of the complainant and assured that the cheque would be honoured on its presentation.

3(3) Further, the complainant has presented the cheque for collection on 16.10.2019 through his banker Karur Vyshya Bank, Karur Central Branch. Further, the said cheque was returned as Funds Insufficient on 17.10.2019. On 11.11.2019, the complainant caused issuance of legal notice to the accused calling upon him to repay the cheque amount and the same was returned as out of station on 13.11.2019. In spite of the statutory notice, the accused has neither chosen to pay the amount due under the dishonoured cheque within the stipulated period nor sent any reply notice. Therefore, the complainant has filed a complaint against the accused and the complaint has been filed within the limitation period.

4) The Trial Court took cognizance of the complaint filed by the complainant and after complying with all the formalities under Section 207 of Cr.P.C., he was questioned about the commission of offence u/s 138 of Negotiable Instruments Act. But, the accused denied the same. Therefore, the accused was put on trial.

5) Before the trial Court, on the side of the complainant, the complainant examined himself as P.W.1 and one S. Manikandan was examined as PW2 and Ex.P1 to Ex.P6 were marked whereas on the side of the accused, no oral and documentary evidence was marked.

6) On consideration of both side evidence and documents, and other materials on record, the learned trial Magistrate arrived conclusion that, the accused committed offence u/s.138 of NI Act and convicted and sentenced to undergo one year simple imprisonment and directed to pay compensation of Rs.1,50,000/- to the complainant u/s.357(3) of Cr.P.C, within a period of one month, failing which he shall undergo simple imprisonment for one month.

7) Having been aggrieved against the judgment of conviction and sentence, passed by the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur S.T.C.No.103/2020 dated 02.06.2025, the accused has preferred this appeal on the following grounds:

i) The Judgment of the trial Court is against law, weight of evidence and probabilities of the case. The complainant and his witnesses were not cross examined by the appellant, which resulted in grave prejudice and denial of fair opportunity of defense.

ii) The trial court has failed to properly appreciate the incriminating evidence did not consider it in the correct legal perspective.

iii) The trial court has failed to apply the principles of criminal jurisprudence, especially in appreciating whether the essential ingredients of the offence under section 138 of NI Act were established by the complainant.

iv) The appellant disputes the very existence of the alleged transaction and the complainant has not proved the source of funds to lend such an amount. The burden was wrongly shifted onto the appellant, which is not tenable in law.

v) The non examination of defense witnesses is not fatalto the appellant's case in fact and circumstances. The trial court has erroneously shifted the burden of proof on the appellant, whereas the initial burden to prove the offence lies entirely on the complainant is not valid and correct one in the eye of law. The findings of the trial court are based on assumptions and conjectures which are not legally sustainable.

Hence, prays to allow the appeal.

8. On consideration of the complaint, evidence and other materials on record, the point arise for determination is are as follows:-

1 Whether the respondent/complainant fulfilled the statutory need for lodging the complaint against the accused as contemplated u/s 138 of N.I Act ?

2 Whether the appellant/accused has rebutted the presumption under 114 of Evidence Act and u/s 118 and u/s 139 of N.I. Act?

3 Whether the appellant has signed the cheque?

4 Whether the appeal can be allowed?

9. Answering for Point 1 :

The Section 138 N.I Act contemplates as follows:-

The cheque has been presented to the bank within a period of six months from the date on which it was drawn or within the period of its validity, whichever is earlier.

The Payee or the holder in due course of the cheque, as the case may be, makes a demand for the payment of the said amount of money by giving a notice in writing, to the drawer of the cheque, within thirty days of the receipt of information by him from the bank regarding the return of the cheque as unpaid, and the drawer of such cheque failed to make the payment of the said amount of money to the payee or, as the case may be, to the holder in due course of the cheque, within fifteen days of the receipt of the said notice.

The following table goes to show the various dates from the date of issuance of cheque and till the date of complaint to prove the legal requirements as stated above.

Dt.of cheque	Dt.when presented for collection u/s 138 (a) of NI Act	Dt of returned memo and reason for returned cheque.	Dt. when issued legal notice to the accused	Dt.when the accused get receipt of notice and Reply notice to the complainant	Dt when the expiry of 15 days of receipt of notice	Dt when the cognizance of offence made u/s 142(b) of NI Act.

					as per Sec 138 (c) NI Act.	
16.10.2019	16.10.2019	Funds Insufficient on 17.10.2019	11.11.2019	Returned as Out of Station on 13.11.2019. No Reply notice was issued by the accused.	28.11.2019	20.12.2019

9(1) In this case on hand, the accused had given a post cheque bearing registration No.151996 dated 16.10.2019 for Rs.1,50,000/- drawn on State Bank of India, Thanthoni Branch in favour of the complainant to discharge the above said liability accused issued a post dated cheque to the complainant. The cheque was presented for collection on 16.10.2019. It was returned as Funds Insufficient on 17.10.2019. Then he issued legal notice to the accused on 11.11.2019 to pay the amount within 15 days from the date of receipt of the notice. The legal notice was returned as Out of Station on 13.11.2019. Then the Complainant had filed the present case on 20.12.2019. The statutory demand notice was given within 30 days, after expiry of 15 days from the date of receipt of notice, the present case was filed within 30 days. Therefore, the statutory need for lodging complaint against the accused is fulfilled by the complainant u/s.138 of NI Act. So, there is no legal infirmity in the present case. I answered to this Point No.1 accordingly.

Answering for Points 2 and 3

The appellant herein has filed the appeal against the judgment in S.T.C.No.103/2020 dated 02.06.2025 on the file of the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur.

For the convenience the parties nomenclature as used as before the trial court.

The complainant examined himself as P.W.1 and one S. Manikandan was examined as PW2 and Ex.P1 to Ex.P6 were marked whereas on the side of the accused, no oral and documentary evidence was marked

The document Ex.P.1 goes to shows that the Original promissory note executed by accused in favour of the complainant dated 15.02.2018. Ex.P.2 goes to shows that the Original cheque drawn on State Bank of India, Thanthoni Branch, bearing registration No.151996 for a sum of Rs.1,50,000/- dated 16.10.2019. Ex.P.3 goes to shows that the return memorandum dated 17.10.2019. Ex.P.4 goes to shows that the office copy of the statutory notice sent to the accused dated 11.11.2019. Ex.P.5 goes to shows that the original returned postal card dated 13.11.2019. Ex.P.6 goes to shows that the xerox copy of the Aadhar card. Furthermore, Section 139 of the Negotiable Instrument Act and Section 118 of the Evidence Act, goes that presumption is in favour of the holder in cheque.

9(2) Section 139 reads as follows:

139. 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, or any debt or other liability.

From the above, it is clear that it is presumed that unless contrary is proved the holder of a cheque received for the discharge of liability.

9(3) After going through the materials available on records, it has seen that the appellant/accused has not denied his signature in the Ex.P2 cheque. It is seen that the appellant/accused has not disputed in Ex.P2 is the cheque leaf which supplied by the bank to the appellant/accused in respect of the account he was maintaining with the banker, namely State Bank of India, Thanthoni Branch. Therefore, it is also not in dispute that the signature found therein is that of the appellant/accused. But, the appellant/accused has failed to discharge his burden of proof to rebut the presumption under section 139 of the

NI Act.

9(4) It is seen that on 05.02.2020, the case was taken on file by the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur as S.T.C. No. 103/2020 against the accused u/s. 138 of NI Act and issue summon to the accused along with copied as per the provision u/s.204(3) of Cr.P.C., and the case was posted to 28.04.2020.

9(5) Further, on 28.04.2020, due to COVID-19 nation wide lockdown, the case was adjourned to 24.06.2020, 10.09.2020, 07.12.2020. Further, on 08.02.2021, complainant present and batta not paid and the case was adjourned to 24.03.2021. Further, on 24.03.2021, complainant present. Process already paid and hence issue fresh summon to the accused and the case was posted to 21.04.2021.

9(6) Further, on 21.04.2021, 03.06.2021, 30.07.2021 due to Covid 19 pandemic the case was adjourned to 01.10.2021. Further, on 01.10.2021, case not in the list and fresh summon to the accused, the case was posted to 08.12.2021, 03.02.2022. Further, on 03.02.2022, due to Covid 19 pandemic issue fresh summon to the accused the case was posted to 28.04.2022.

9(7) Further, on 28.04.2022 complainant present, fresh summon to the accused the case was adjourned to 09.12.2022. Further, on 09.12.2022, 26.04.2023, 31.07.2023, 04.10.2023, 01.03.2024 issue fresh summon to the accused. Thereafter, on 24.05.2024, complainant present. Accused present on summons. The substance of accusation under section 138 of NI Act explained to accused and asked if he pleads guilty. Accused denied the accusation as false and pleaded not guilty and claims to be tried. Hence, the trial ordered. However, the accused stated that the matter be referred to mediation for settlement. Hence the case is referred to mediation and for report from mediation the case was adjourned to 24.07.2024. Further, on 24.07.2024, complainant present. Accused absent. Mediation report received as not settled. For complainant side evidence the case was posted to 03.09.2024.

9(8) On 03.09.2024, complainant is examined in chief as PW1 by way of proof affidavit. Ex.P1 to Ex.P5 was marked. At request for cross of PW1 for complainant side further evidence the case was posted to 24.09.2024. Further, on 24.09.2024, complainant present accused absent. Petition filed and allowed. One Manikandan is examined as PW2. Ex.P6 was marked. Counsel for complainant endorsed no further evidence and for cross of PW1 and PW2 the case was adjourned to 15.10.2024.

9(9) Further, on 15.10.2024, complainant present. Accused present. PW2 present. At request for cross of PW1 and PW2 the case was adjourned to 29.10.2024. Further, on 29.10.2024, complainant present. Accused absent. Petition filed and allowed. PW2 is present and for cross of PW1 and PW2 the case was adjourned to 19.11.2024 failing which further order will be passed. Further, on 19.11.2024, complainant present, accused present and accused furnished two sureties and executed bond. At request for cross of PW1 and PW2 the case was adjourned to 10.12.2024, failing which further orders will be passed.

9(10) Further, on 10.12.2024, complainant present, accused absent, no representation PW2 present. Already sufficient opportunities was given. Accused did not cross examined PW1 and PW2. Hence, evidence of PW1 and PW2 is closed and for appearance of accused and for questioning under section 313(1) of Cr.P.C., the case was adjourned to 26.12.2024.

9(11) Further, on 26.12.2024, complainant present, accused absent. Petition filed and allowed. At request for mandatory appearance of accused and for questioning u/s.313 of Cr.P.C., the case was adjourned to 10.01.2025.

9(12) Further, on 10.01.2025, complainant present, accused absent. Petition filed and allowed. At request for mandatory appearance of accused and for questioning u/s.313 of Cr.P.C., the case was adjourned to 01.02.2025. On 01.02.2025, complainant present, accused present, the incriminating circumstance were put to the accused under section 313(1)(b) of Cr.P.C., accused denied the evidence as false evidence. For defense side evidence the case was posted to 14.02.2025.

9(13) On 14.02.2025, both parties present. Petition filed under section 311 of Cr.P.C., by the accused to recall PW1 and PW2 and is pending the case was adjourned to 21.02.2025. Thereafter, on 28.02.2025 complainant present, accused absent, petition filed and allowed. For compliance and for cross of PW1 and PW2 the case was adjourned to 14.03.2025. On 14.03.2025, complainant present accused present, PW2 present and at request for cross of PW1 and PW2, the case was adjourned to 08.04.2025.

9(14) Thereafter, on 08.04.2025, Both parties present. Accused is not ready to cross examined PW1 and PW2, already sufficient opportunities was given. Hence, evidence of PW1 and PW2 is closed and for defense side evidence the case was adjourned to 22.04.2025. Thereafter, on 06.05.2025, complainant present, accused present, no defense side evidence adduced. Already sufficient opportunities was given and defence side evidence was closed and for arguments the case was posted to 13.05.2025 and on that day, for hearing of the accused side the case was posted to 16.05.2025. On 16.05.2025, for hearing of the accused side the case was posted to 23.05.2025. On 23.05.2025, no representation and no oral arguments addressed and hence for judgment the case was adjourned to 02.06.2025.

9(15) On 02.06.2025, the accused is not ready to putforth his arguments and hence reserved for judgment on 02.06.2025. Further, on 02.06.2025, Judgment pronounced in the open court. The trial Court passed the impugned judgment on 02.06.2025 and convicted and sentenced to undergo one year simple imprisonment and directed to pay compensation of Rs.1,50,000/- to the complainant u/s.357(3) of Cr.P.C, within a period of one month, failing which he shall undergo simple imprisonment for one month for the offence u/s. 138 NI Act.

10. It is seen that the trial Court has given full opportunity to the appellant/accused to cross examine the P.W.1 and P.W.2. The accused has failed to avail the chance given by the trial Court to cross examine the P.W.1 and P.W.2. Therefore, the accused cannot find fault with others for willful and negligent act of himself. Further, the P.W.1 through his evidence has deposed that the cheque was returned as "Funds Insufficient" on 17.10.2019. Further, the accused has not denied the signature in the Ex.P1 and Ex.P2. Therefore, it is very clear that the Ex.P1 pronote and Ex.P2 cheque was issued by the accused and there is no dispute caused by the appellant/accused in the Ex.P2 cheque. Therefore, the statutory presumption u/s.139 and 118 of Negotiable Instruments Act raised in favour of the complainant.

11. Further, the case in hand, the accused has not proved the contrary that the cheque was not issued by him. Therefore, the presumption is in favour of the respondent/complainant. Therefore, the Ex.P2 cheque has been executed by the appellant/accused since he has not proved his claim. Further, the appellant/accused has not proved his claim through his documentary or in oral evidence. Evenmore, the appellant/accused has not issued any reply notice to the respondent/complainant by setting out his defense. Even in the stage of questioning under section 313(1)(b) of Cr.P.C., the accused has not come forward to denied the claim of the respondent/complainant.

12. Further, the appellant/accused has not given rebuttal evidence to prove his case. Neither he has come forward to cross examined in this case. Further, it is well settled principle of law that a witness should be cross examined on each and every point and failure to cross examine his on a particular point would entail a presumption that party, not cross examining the witness, had accepted the evidence. Further, the accused at the first instance had not received the statutory and after participating in the trial proceedings, he did not come forwarded to cross examine the P.W.1 and P.W.2 despite getting more than sufficient opportunities and also has not let in evidence on his side to rebut the presumption infavour of the complainant.

13. In this regard, I remind the principles laid down in ***Authority, 2010(4) CTC page 118 S.C in the case Rangappa Vs Sri Mohan, the relelvant portion para 14 to 15, is runs as,*** ***<u>Negotiable Instruments Act, 1881 (26 of 1881), Sections 138 &139 .</u>*** ***The Honourable Apex Court has held that the presumption under Section 139, includes existence of a legally enforceable debt or liability. When an accused has to rebut Presumption under Section 139, standard of proof for doing so, is that of preponderance of probabilities. The Complaint discloses existence of a legally enforceable debt and Accused admitted his signature in cheque, then the Statutory presumption comes into play and same has not been rebutted.***

14. It is seen that in this case, it is established that the signature in the Ex.P1 and Ex.P2 is that of the signature of the accused only. As already stated and also by the principles, laid down by the Lordship, presumption u/s.139 of N.I Act can be taken into consideration and it is for the accused to place the materials to rebut the presumption. The law is well settled that the accused can also rely upon the circumstances and materials placed by the complainant to rebut the presumption.

15. With this background I have perused the evidence, documents and materials produced by both parties, it is seen that, the appellant/accused submitted as, he has given the cheque to the complainant as security to the amount, but I have found no materials or circumstances, placed before me to believe the version of the appellant/ accused.

16. The ***Sec 20 of Negotiable Instrument Act reads as below:***

"Inchoate stamped instruments- Where one person signs and delivers to another a paper stamped in accordance with the law relating to negotiable Instrument then in force in"(India), and either wholly blank or having written thereon an incomplete negotiable instrument, he thereby gives prima facie authority to the holder thereof to make or complete, as the case may be, upon it a negotiable instrument, for any amount specified therein and not exceeding the amount covered by the stamp. The per- son so signing shall be liable upon such instrument, in the

capacity in which he signed the same, to any holder in due course for such amount. Provided that no person other than a holder in due course shall recover from the person delivering the instrument any- thing in excess of the amount intended by him to be paid there under."

In the decision reported in 2008 (1 CTC 491) at page 494, it has been held that though section 20 of the Negotiable Instruments Act does not appear to cover a case of a blank cheque, there is no specific bar in the Act for a cheque to be filled up by any person other than the drawer. The payee or holder in due course, has authority to fill up the blanks is the cheque and such instrument is valid in law.

"Under section 20 of the Negotiable Instruments Act, a person who signed a blank stamped paper relating to a negotiable instrument is made liable upon such instrument in the capacity in which he signed it to any holder in due course."

"The instrument may be wholly blank or incomplete in any particular, in either case, the holder has the authority to make or complete the instrument as a negotiable one."

"Bills and notes are often executed with the name of the payee left in blank to be afterwards filled by actual holder, the object being to enable the owner to pass it off to another without incurring the responsibility as an indorser and any bonafide holder for value may fill it up, with his own name and sue upon it."

While so, as discussed above, in the EXP 1 cheque herein the name of the complainant i.c.K.P. Arunachalam only shown as payee.

Even if it is taken for consideration that the accused herein has executed the EXP 1 cheque herein with the names of the payee left in blank to be afterwards filled, then it enables the bonafide holder for value to fill it up, and the person who signed a blank cheque i.c.the accused is made liable upon such instrument in the capacity in which he signed it to any holder in due course, as per sec.20 of Negotiable Instruments Act, as discussed above.

In the decision reported in 2012 (2) MWN (Cr.) (DCC) 33 (SC), the division bench of our Hon'ble apex court in para 18 held as below:

"We may also refer to the Judgment delivered by this court in the case, ICDS ltd., V.Beena Shabeer and Anr.2002 (2) MWN (Cr.) DCC 68 (SC). In the said judgment this court has referred to the nature of liability which is incurred by the one who is a drawer of the cheque. If the cheque is given towards any liability or debt which might have been incurred even by someone else, the person who is a drawer of the cheque can be made liable under section 138 of the Act.

17. However, in this case, it is not in dispute that Ex.P2 is the cheque leaf supplied by the bank to the appellant/accused in respect of the account maintained with its banker and the signature therein is that of the accused. Further, I am having cursory reading of the judgment of the trial court, it is seen that the trial court very clearly discussed the fact that the accused has not been adduced sufficient evidence to prove that the cheque was not issued for any consideration and it was forged and misused.

18. But, in this regard, it is established in many cases as, it is for the accused to explain his case and defend it once the fact of cheque bouncing is prima facie established. The burden is on him to disprove the allegations once a prima facie case is made out by the complainant.

19. With this background I have perused the evidence, documents and materials produced by the parties, it is seen that, the appellant/accused submitted as, the cheque was fraudulently misused by the complainant. Further, the appellant/accused has not come forward to cross examine the P.W.1 despite getting more than sufficient opportunities and also he has not produced any evidence on his side to rebut the presumption which is in favour of the complainant. Therefore, it is made crystal clear, that the cheque was given by the appellant/accused only. Though it was denied by the accused, he has not chosen to prove it with sufficient evidences, documents and other materials.

20. I have perused, the evidences and documents and the materials on record. In this case, the appellant/ accused has not come forward to cross examine the P.W.1. It is seen that, the accused during 313 questioning, replies as, simply denied

the issuance of the cheque and false case has been foisted against him. Further, it is seen that, the complainant, issued notice about the return of cheque, but the accused, has evaded the same. The bare denial of the passing of the consideration apparently does not appear to be any defence. Something which is probable has to be brought on record for getting the benefit of shifting the onus of proving to the complainant. That by itself proved the fact, that the accused has to owe some amount to the complainant and he was being in debt with the complainant and further, the accused had failed to prove in what way, the cheque of the accused gone into the hands of the complainant by way of evidences and documents. Further it is seen that the appellant/accused had failed to reply to the statutory notice under section 138 of the Act which leads to the inference that there was merit in the complainant's case.

Hence, I hold that the appellant herein has not adduced any evidence as to rebut the presumption. Hence, I hold that the appellant has committed the offence u/s 138 Negotiable Instrument Act.

21. Therefore, the respondent/complainant has proved the guilt of the appellant/accused for the offence under section 138 of NI Act beyond reasonable doubt.

22. Therefore, the trial Court has rightly come to the conclusion that the accused has committed the offence. The compensation awarded by the trial Court is also not excessive. Therefore, this Court do not find any reason to interfere with the findings given by the trial Court and the sentence awarded against the accused. Hence, there is no merits in the appeal and appeal deserves to be dismissed. Accordingly, this appeal is dismissed.

23. Answering point No 4 :-

Hence, this court is inclined to dismissed this appeal, by confirming of conviction passed by the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur in S.T.C.No.103/2020 dated 02.06.2025.

24. Taking into consideration of all the materials on record, I am of the view that there is no materials placed before this court to prove the contention of the appellant/ accused. This court also perused the judgment of the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur in S.T.C.No.103/2020 dated 02.06.2025.

In the result, this appeal is dismissed and the judgment of conviction and sentence passed by the Fast Track Court Judicial Magistrate (At Magistrate Level), Karur in S.T.C.No.103/2020 dated 02.06.2025 is confirmed. The learned Judicial Magistrate is directed to secure the accused and to proceed in accordance with law.

Dictated to the Steno-typist, typed by her directly on computer on my dictation, corrected and pronounced by me in open Court on the 22nd day of April 2026.

ELAVAZHAGAN

Digitally signed by ELAVAZHAGAN
Date: 2026.04.27 16:14:01 +0530

DISTRICT AND SESSIONS JUDGE,
KARUR.