IN THE COURT OF THE DISTRICT AND SESSIONS JUDGE, KARUR

PRESENT:- THIRU K.H.ELAVAZHAGAN, B.Sc., M.L.,
DISTRICT AND SESSIONS JUDGE.

Monday, the 01st day of June 2026

CRIMINAL APPEAL No.183/2024

[CNR.No:TNKR-01-002854-2024]

From what court this appeal is preferred	:	The Judicial Magistrate, Fast Track Court @ Magisterial Level, Karur.
Number of the case in that court	:	S.T.C.No.386/2022
Name and Description of the appellants	:	K. Sakthivel, S/o.Karuppannan, Residing at South Street, Opposite to Govindasamy Hospital, Pasupathipalayam, Karur Town, Karur 639 004.
Name of the Complainant	:	M.P.Dharmalingam, S/o.M.Palaniyappan, Residing at No.10, Leela Garden West, Periyakulathupalayam, Vengamedu, Karur 639 006.
The sentence and law under which it was imposed in the lower court	:	The accused was convicted and sentenced to undergo six months simple imprisonment and to pay the cheque amount of Rs.20,00,000/- as compensation to the complainant within a period of one month under section 357 (3) of Cr.PC., in default of payment of which to undergo simple imprisonment for another one month for the offence u/s. 138 NI Act.
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 learned Judicial Magistrate, Fast Track Court @ Magisterial Level, Karur in S.T.C.No.386/2022 dated 06.08.2024 is confirmed. The learned Judicial Magistrate is directed to secure the accused and to proceed in accordance with law.
Date of filing	:	02.09.2024
Date of notice issued by that court to appear	:	17.10.2024
Date of bail bond if the appellant has been let out on bail	:	----
Date of the appellant ordered to appear	:	----
Date of hearing	:	07.04.2026
Date of judgment / order	:	01.06.2026

This criminal appeal is coming on 07.04.2026 for final hearing before me in the presence of Thiru. R.K.Karthick, Advocate for the appellant/accused and of Thiru. P. Gunasekaran, 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 Judicial Magistrate, Fast Track Court @ Magisterial Level, Karur in S.T.C.No.386/2022 dated 06.08.2024 and to set aside the same.

2) The case was registered against the accused u/s.138 N.I. Act and after trial the learned Judicial Magistrate, Fast Track Court @ Magisterial Level, Karur in S.T.C.No.386/2022 dated 06.08.2024 is found guilty u/s.138 N.I. Act, convicted and sentenced to undergo six months simple imprisonment and to pay the cheque amount of

Rs.20,00,000/- as compensation to the complainant within a period of one month under section 357(3) of Cr.PC., in default of payment of which to undergo simple imprisonment for another one month for the offence u/s. 138 NI Act.

3(1) The respondent is the complainant before the trial Court. He has preferred a private complaint u/s 200 of Cr.P.C. for the offence u/s 138 of Negotiable Instruments Act. According to the complainant, the accused is his relative and based on such acquaintance, on 14.07.2020, the accused has borrowed a sum of Rs.20,00,000/- from the complainant for h is urgent family expenses and business needs by executing a promissory note agreeing to repay the same with interest at the rate of Rs.1.50/- per hundred per month. The accused has paid the interest upto 15.05.2022. Thereafter, on 16.05.2022, the accused has issued a post dated cheque dated 16.05.2022 bearing No.000127 drawn on Karur Vysya Bank Ltd., Vengamedu Branch for a sum of Rs.20,00,000/- inorder to discharge the above said liability.

3(2) On 17.05.2022, the complainant has presented the said cheque for collection through his banker Federal Bank, Karur Branch. But the same was returned as "Funds Insufficient" and the same was intimated to the complainant with memo dated 18.05.2022. Thereafter, the complainant issued a legal notice dated 10.06.2022 by demanding the amount due under the cheque within 15 days from the receipt of the notice. The accused has received the notice on 11.06.2022. Inspite of the statutory notice, the accused has not chosen to pay the amount due under the dishonoured cheque within the stipulated period fixed under the statutory notice and he had issued a reply notice dated 27.06.2022 with false averments. The accused had issued said cheque wantonly and dishonestly and it was dishonored. Hence the complaint has been filed by the complainant punishable under section 138 of N.I. Act.

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., they were 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 K. Thangavel was examined as P.W.2 and Ex.P1 to Ex.P14 were marked. On the side of the accused, the no oral and documentary evidences were 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 the accused to undergo six months simple imprisonment and directed to pay compensation of Rs.20,00,000/- to the complainant u/s.357(3) of Cr.P.C, within one month, in default of payment of which to undergo simple imprisonment for another one month.

7**) Having been aggrieved against the judgment of conviction and sentence, passed by the learned Judicial Magistrate, Fast Track Court @ Magisterial Level, Karur in S.T.C.No.386/2022 dated 06.08.2024, the accused preferred this appeal on the following grounds:**

i) The judgment of the trial court is contrary to law, weight of evidence and probabilities of the case.

ii) The complainant has not established that the cheque was issued in discharge of a legally enforceable debt or liability. The accused has rebutted the statutory presumption by pointing out the inherent improbabilities in the case of the complainant through the cross- examination.

iii) The trial Court ought to have seen that the appellant had established that the respondent herein had suppressed certain vital facts and portrayed and misused as if the appellant given the subject cheque to him for the said loan.

iv) The trial Court ought to have seen that the complainant had failed to establish the what is the purpose for which the appellant/accused seeked such huge amount as loan, which rises serious doubt over the case of the complainant.

v)And the financial capacity of the complainant is specifically questioned by the appellant during the pre trial stage itself ie. through the reply notice sent by him but he did not adduce any document at the time of filing the suit. But subsequently after the thorough cross examination of PW1, the complainant filed 311 petition and adduced his ITR statement and Balance sheet showing the name of accused in Notes, which appears to be self created one as the interest and principal amount calculation does not tally with each other and its effect in ITR is not clear.

vi) If, really the such huge money transaction is said to have been taken between the appellant and complainant, a prudent man would prove obtained the property documents as surety.

vii) The trial Court has failed to consider that the accused had rebutted the presumption Under Section-118(a) and 138 of N.1 Act.

viii) The trial Court ought to have consider the defense plea taken by the appellant during the trial that he had probably bring out the most essential probabilities in his favor which were convincing to discharge the legal presumption and made appropriate attempt to shift the burden on the complainant to prove the liability and the other aspects which was specifically taken by the accused during the trial.

ix) The trial Court ought to have expect the complainant's evidence should explain inherent improbabilities which was disputed by the accused during the trial but the complainant had not let further evidence to clarify nor bring out the essential facts.

x) The trial Court ought not to have expect the appellant to disprove the existence of consideration by leading direct evidence as the existence if negative is neither possible nor contemplated and even if let is to be seen with a doubt.

xi) The trial Court has failed to consider the fact that even on bare perusal of the content of the complainant, no prudent man would believe that no one can advance the loan amount of 20,00,000/- on mere asking in a week.

xii) The trial Court ought not to have believe the evidence of P.W.2 who is the person of complainant, such kind of evidence can be letting by any person on the insistence of the complainant when the complainant's version is itself doubtful his companion P.W.2 will not suffice to prove the case of the complainant. Moreover the P.W.2 present coincidentally rises serious doubt since while lending such huge amount a prudent man would have informed someone to witness and pen down the transaction.

But in this case it is not so. The trial Court process only on the presumption contemplated under section 139 of the Negable Instrument Act irrespective of the valid rebuttal raised by the accused through the cross examination of complainant.

xiii) The trial Court has failed to consider the fact that mere signature and issuance of cheque itself will not fix the liability of any enforceable debt against the appellant.

xiv) The trial Court ought to have seen that in any event that the cheques were not supported by any consideration and the appellant had rebutted the statutory presumption by demonstrating that the complainant had suppressed vital facts.

xv) The trial Court has erred in law and facts in convicting the appellant for the offence u/s138 of the Negotiable Instruments Act and in awarding compensation to the complainant u/s 357(3) of Cr.P.C to the tune of the Cheque amount. Hence, prays to allow the appeal.

8) <u>On consideration of the complaint, evidence and other materials on record, the point arise for determination is are as follows:-</u>

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) <u>Answering for Point 1 :</u>

<u>The Section 138 N.I Act contemplates as follows:-</u>

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 of cheque u/s 138 (a) of NI Act	Dt of returned memo and reason for return in 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 as per Sec 1 3 8 (c) NI Act.	Dt when the cognizance of offence made u/s 142(b) of NI Act.
16.05.2022	17.05.2022	18.05.2022 Funds Insufficient	10.06.2022	Legal Notice was received by the accused on 11.06.2022 and the accused has issued the reply notice on 27.06.2022.	26.06.2022	08.07.2022

9(2) In this case on hand, the accused had given a post dated cheque bearing No.000127 drawn on Karur Vysya Bank Ltd, Vengamedu Branch for a sum of Rs.20,00,000/- in favour of the complainant to discharge the above said liability. The cheque bearing registration no.000127 was presented for collection by the complainant on 17.05.2022 through his banker Bank of Federal Bank, Karur Branch. It was returned as “Funds Insufficient” on 18.05.2022. Thereafter, the complainant has issued legal notice to the accused on 10.06.2022 to pay the amount within 15 days from the date of receipt of the notice and the accused has received the said notice on 11.06.2022. Further, the accused has issued the reply notice on 27.06.2022. Then the Complainant had filed the present case on 08.07.2022. 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.

10) Answering for Points 2 and 3

10(1) The appellants herein have filed the appeal against the judgment in S.T.C.No.386/2022 on the file of the Judicial Magistrate, Fast Track Court @ Magisterial Level, Karur.

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

10(2) The complainant was examined as P.W.1 and one K. Thangavel was examined as P.W.2 and Ex.P1 to Ex.P14 were marked on the side of the complainant and on the side of the accused, no oral and documentary evidences were marked.

The document Ex.P1 goes to show the original promissory note dated 14.07.2020 executed by the accused in favour of the complainant for a sum of Rs.20,00,000/-. Ex.P2 goes to show the original cheque for Rs.20,00,000/- dated 16.05.2022 bearing registration No.000127 drawn on Karur Vysya Bank Ltd, Vengamedu Branch. Ex.P3 goes to show that original return memo dated 18.05.2022 issued by Federal Bank, Karur Branch. Ex.P4 goes to shows the office copy of Legal notice dated 10.06.2022 issued by the complainant through his counsel to the accused. Ex.P5 goes to show the original served acknowledgment card dated 11.06.2022. Ex.P6 goes to show the office copy of the reply notice dated 27.06.2022 issued by the accused through his counsel to the complainant. Ex.P7 goes to show the IT returns for the year 2018 – 2019. Ex.P8 goes to show the IT returns for the year 2019 – 2020. Ex.P9 goes to show the IT returns acknowledgment for the year 2020 – 2021. Ex.P10 goes to show the IT returns acknowledgment for the year 2021 – 2022. Ex.P11 goes to show the IT returns acknowledgment for the year 2022 – 2023. Ex.P12 goes to show the IT returns acknowledgment for the year 2023 – 2024. Ex.P13 goes to show the balance sheet as on 31st March 2021. Ex.P14 goes to show the balance sheet as on 31st March 2022. 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.

10(3) 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.

10(4) After going through the materials available on record, it is seen that 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 he was maintaining with the banker, namely Karur Vysya Bank Ltd, Vengamedu Branch. It is also not in dispute that the signature found therein is that of the appellant/accused.

10(5) But, the contention of the appellant/accused is that he has borrowed a sum of Rs.2,00,000/- during the 1st week of October 2021 from the respondent/complainant and has issued two unfilled promissory notes and cheques bearing registration No.000127 and 000128 as security. Further, he has paid interest for the same till April 2022. Thereafter, on 01.05.2022, he has repaid the said loan amount to the respondent/complainant. When he asked the respondent/complainant to return back his promissory notes and cheques, the respondent/complainant has failed to return back the same stating that the said documents were mingled with some other papers and he would trace out the same and he would returned the same. Due to their relationship, he has also failed to get back the same. Thereafter, due to the misunderstandings arose between them regarding the land dispute, the respondent/complainant has filed this false case as against him by misusing the promissory note and cheque issued by him. Hence the accused is bound to rebut the same as per the Sec. 139 of N.I.Act.

10(6) P.W.1 during his cross examination has denied the fact that there was a land dispute between the wife of the accused, her sister and brother and he went to arrive compromise between them. But the accused and his wife have not obeyed his words. Further, he also denied the fact that during the 1st week of October 2021, the accused has borrowed a sum of Rs.2,00,000/- from him and he has issued two unfilled promissory notes and cheques bearing registration Nos.000127 and 000128. Further, the accused has paid interest till April 2022 and he repaid the said loan on 01.05.2022. Further, he denied the fact that when the accused asked to return his documents, he has stated that the same was mingled with some other papers and he would return the same after he trace out the same. He also denied the fact that since he was the relative of the accused, the accused has not asked him to return the documents. He also denied that due to the misunderstandings arose between him and the accused during the land dispute, he has misused the cheque and has filed this case.

10(7) The appellant/accused has delayed to take the above said defense prior to the issuing of notice and even during the 313(1)(b) of Cr.P.C questioning also, he has simply stated that a false case has been registered against him. Further, the appellant/accused in his Ex.P6 reply notice dated 27.06.2022 has raised the above said defense. However, the appellant/accused has not even produced even a single receipt in order to prove the fact that he has borrowed a sum of Rs.2,00,000/- from the respondent/complainant and has repaid the same. Further, the appellant/accused has not examined any oral evidence and he has not produced any documents in order to prove his contentions. P.W.2 who is the scribe-cum-attesting witness to the promissory note has also deposed regarding the execution of the promissory note.

10(8) Further, the appellant/accused has not taken any steps as against the respondent/complainant regarding the misuse of the cheque. However, he has accepted the signature in the alleged cheque. These facts creates doubt over the case of the appellant/accused. Therefore, the appellant/accused has failed to rebut the presumption u/s.139 of Negotiable Instruments Act.

10(9) Further, the case in hand, the appellant/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 is the cheque has been executed by the appellant/accused since he has not proved his claim. Therefore, the appellant/accused has not proved his claim through his documentary or in oral evidence. Further, the appellant/accused has not given rebuttal evidence to prove his case.

10(10) 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,*** *Negotiable Instruments Act, 1881 (26 of 1881), Sections 138 &139 .* ***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.***

10(11) It is seen that in this case, it is established that the signature in the cheque in 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.

10(12) Further, in the judgment in ***Tedhi Singh vs.Narayan Dass Mahant, in C.A.No.362 of 2022 dated 07.03.2022*** **wherein the Honourable**

Supreme Court has held that "*The trial Court and the first Appellate Court have noted that in the case under Section 138 of the N.I.Act, the complainant need not show in the first instance that he had the capacity. The proceedings under Section 138 of the N.I.Act is not a civil suit. At the time, when the complainant gives his evidence, unless a case is set up in the reply notice to the statutory notice sent, that the complainant did not have the wherewithal, it cannot be expected of the complainant to initially lead evidence to show that he had the financial capacity.*"

10(13) 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 borrowed money from the respondent/complainant and issued the alleged cheque and promissory note as security and thereafter, he has repaid the said loan. However, the respondent/complainant has misused the same due to the misunderstanding arose during the land dispute, but I have found no materials or circumstances, placed before me to believe the version of the appellant/ accused.

10(14) 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 only shown as payee.

Even if it is taken for consideration that the accused herein has executed the EXP1 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 she 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.

10(15) However, in this case, it is not in dispute that Ex.P2 is the cheque leaf supplied by the bank to the 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.

10(16) 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.

10(17) 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 produced any documentary 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.

10(18) In this case, the appellant/ accused during 313(1)(b) of Cr.P.C questioning has simply stated that a false case has been foisted against him. The above said contentions were not raised during the 313(1)(b) of Cr.P.C questioning and therefore, the defense raised by the appellant/accused is an afterthought. 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 she 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.

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.

10(19) The appellant/accused has to pay the amount within the statutory period that is within 30 days from the date of issuance of notice. The legal notice Ex.P4 dated 10.06.2022 was received by the accused on 11.06.2022. Further, the appellant/accused has sent Ex.P6 reply notice to the complainant on 27.06.2022. However, he has failed to repay the amount borrowed by them. Upon careful scrutiny fo entire matters placed on record, the respondent/complainant has proved the guilt of the appellant/accused for the offence u/s.138 of NI Act beyond reasonable doubt.

10(20) Therefore, the trial Court has rightly come to the conclusion that the accused have committed the offence. The appellant/accused has failed to discharge his onus of proof. 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. Accordingly, point nos. 2 and 3 are answered.

11) Answering point No 4 :-

11(1) Hence, this court is inclined to dismissed this appeal, by confirming of conviction passed by the Judicial Magistrate, Fast Track Court @ Magisterial Level, Karur in S.T.C.No.386/2022 dated 06.08.2024.

11(2) 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 learned Judicial Magistrate, Fast Track Court @ Magisterial Level, Karur in S.T.C.No.386/2022 dated 06.08.2024.

In the result, the criminal appeal is dismissed and the judgment of conviction and sentence passed by the learned Judicial Magistrate, Fast Track Court @ Magisterial Level, Karur in S.T.C.No.386/2022 dated 06.08.2024 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 01st day of June 2026.

ELAVAZHAGAN Digitally signed by ELAVAZHAGAN
Date: 2026.06.02 11:01:29 +0530

DISTRICT AND SESSIONS JUDGE,
KARUR.