

IN THE COURT OF THE JUDICIAL MAGISTRATE, KUMARAPALAYAM**Present : Tmt.A.K.Padmapriya, B.Sc, M.L.,****Judicial Magistrate, Kumarapalayam****Tuesday, the 2nd day of June - 2026****STC.No.419/2020****CNR No :TNNM16-001996-2020**

P.Murugaraj (51),
S/o.Palaniappan,
Proprietor M/s.P.M.R. Traders
D.No.15C2/D,
Kattuvalavu,
Perumapalayam Pudur,
Kumarapalayam,
Namakkal.

...Complainant

//Vs//

M.Prakash (35),
S/o.Muthusamy,
D.No.3/411,
J.K.K.Nararajah nagar,
Kuppandapalayam,
Kumarapalayam,
Namakkal.

...Accused

This case was filed before the Court of Judicial Magistrate, Thiruchengode and taken on file on 06.12.2019 in STC NO.354/2019 and on constitution of this court, the said case was transferred to this court on 17.07.2020 as per order of the Hon'ble Principal District Judge in R.O.C.No.5880/2020 dated 13.07.2020 and came for final hearing before me on 27.05.2026 in the presence of **Thiru.A.Saravanarajan**, the learned counsel for the complainant and **Thiru.Gu.Nagappan**, the learned counsel for the accused

STC.No.419/2020

and upon hearing arguments and on perusing the entire records and having stood over for consideration till this day, this court doth the following

JUDGMENT

1. The complainant had filed this complaint against the accused for an offence of dishonour of cheque bearing No.000023 dated 29.06.2019 drawn at Andhra Bank, Kumarapalayam Branch for a sum of Rs.3,00,000/- (Rupees three lakhs only) which is punishable under section 138 of Negotiable Instruments Act through a private complaint Under Section 200 of Cr.P.C.

2. GIST OF THE COMPLAINT :-

2.1. The accused had received sum of Rs.3,00,000/- (Rupees Three Lakhs only) as advance for the supply of yarn on 16.05.2019 from the complainant. Due to fluctuation in the rate of yarn, the accused was unable to supply yarn as assured within the stipulated period and the accused had agreed to return back the advance amount borrowed from the complainant. The complainant also accepted the offer and on 19.06.2019, the accused issued a post dated cheque bearing number 000023 dated 29.06.2019 drawn at Andhra Bank, Kumarapalayam branch, for sum of Rs.3,00,000/- to the complainant and assured to honour the cheque on presentation.

2.2. On 29.06.2019, when the complainant was preparing to present the cheque for collection, the accused contacted and requested him to wait for some time as there was no enough funds in his account to honour the cheque. The complainant waited patiently for some months together but the accused had not intended and considered to repay the amount. On 12.09.2019, when the complainant demanded payment of amount, the accused asked him to present the cheque on 19.09.2019 for collection. The complainant presented the said cheque for collection at Andhra bank, Kumarapalayam branch and the cheque was dishonoured and returned on 19.09.2019

as “Funds Insufficient”. After receiving the returned cheque, the complainant demanded payment of cheque amount with the accused but he replied evasively. The Complainant had then issued statutory notice to the accused on 28.09.2019 demanding payment of cheque amount. The accused had evaded the service of notice and the same was returned as unclaimed on 23.10.2019. The accused knowingly and intentionally evaded the service of notice with an ulterior motive of cheating. The accused had issued the cheque with full knowledge and intention to cheat the complainant and therefore, the accused had committed an offence punishable under section 138 of the Negotiable Instruments Act and the accused may be punished for the dishonour of cheque with maximum sentence and he may be directed to pay the cheque amount as compensation to the complainant.

3. QUESTIONING U/S 207 of Cr.P.C

On receipt of the complaint, sworn statement was recorded and cognizance was taken for offence under section 138 of the Negotiable Instrument Act and process was issued against the accused along with copy of complaint u/s 207 of Cr.P.C. On appearance, the accused was furnished with the copies of the documents relied upon by the complainant and the accused was questioned as to the substance of accusation made in the complaint. The accused denied the case as false and claimed to be put on trial.

4.COMPLAINANT SIDE EVIDENCE:

The complainant in order to prove his case, the complainant examined himself as PW1 and EX.P1 to EX.P.8 was marked through him.

5. THE CASE OF THE COMPLAINANT AS PER THE EVIDENCE IS AS FOLLOWS:

5.1. To prove the case of the complainant, he had examined himself on filing of proof affidavit which is the verbatim of the complaint. The accused had received sum of Rs.3,00,000/- (Rupees Three Lakhs only) as advance for the supply of yarn on

16.05.2019 from the complainant. Due to fluctuation in the rate of yarn, the accused was unable to supply yarn as assured within the stipulated period and the accused had agreed to return back the advance amount borrowed from the complainant. The complainant also accepted the offer and on 19.06.2019, the accused issued **EX.P.1 post dated cheque bearing number 000023 dated 29.06.2019 drawn at Andhra Bank, Kumarapalayam branch, for sum of Rs.3,00,000/-** to the complainant and assured to honour the cheque on presentation.

5.2. On 29.06.2019, when the complainant was preparing to present the cheque for collection, the accused contacted and requested him to wait for some time as there was no enough funds in his account to honour the cheque. The complainant waited patiently for some months together but the accused had not intended and considered to repay the amount. On 12.09.2019, when the complainant demanded payment of amount, the accused asked him to present the cheque on 19.09.2019 for collection. The complainant presented the said cheque for collection at Andhra bank, Kumarapalayam branch and the cheque was dishonoured and returned on 19.09.2019 as “Funds Insufficient”. The **Return memo** was marked as **EX.P.2**. After receiving the returned cheque, the complainant demanded payment of cheque amount with the accused but he replied evasively. The Complainant had then issued **EX.P.3 statutory notice** to the accused on 28.09.2019 demanding payment of cheque amount. The accused had evaded the service of notice and the same was returned as unclaimed on 23.10.2019. The **postal return cover** was marked as **EX.P.5**. The accused knowingly and intentionally evaded the service of notice with an ulterior motive of cheating. The accused had issued the cheque with full knowledge and intention to cheat the complainant and therefore, the accused had committed an offence punishable under section 138 of the Negotiable Instruments Act and the accused may be punished for the dishonour of cheque with maximum sentence and he may be directed to pay the cheque amount as compensation to the complainant.

6. QUESTIONING U/S 313(1) (b) of Cr.P.C

On completion of the complainant side evidence, the accused was questioned U/S.313(1)(b) of Cr.P.C regarding the incriminating evidence against him and he had denied the same as false evidence .

7. ACCUSED SIDE EVIDENCE:

The accused was examined as DW1 and through him EX.D.1 to EX.D.2, EX.D4 to EX,D.6 was marked. The Bank Manager of Union Bank of India, Kumarapalayam branch was examined as DW2 and EX.D.3 was marked.. The Manager of Kalyan Jewellers, Erode branch was examined as DW3 and EX.D.7 and EX.D.8 was marked through him. The Branch Manager of Allukas Gold Retail India, Erode branch was examined as DW4 and EX.D.9 and EX.D.11 was marked through him. The Branch Manager of Jos Allukas Jewellers, Erode branch was examined as DW5 and EX.D.12 and EX.D.13 was marked through him.

8. THE CASE OF THE ACCUSED AS PER THE EVIDENCE IS AS FOLLOWS:

The Accused who was examined as DW1 had stated that he is working as Driver and he is aware of the Complainant. The accused had joined in two chits conducted by the complainant for sum of Rs.2,00,000/- and Rs.1,00,000/- in the year of 2018 and 2019. The complainant had deposited the said amount in his bank account. The accused had also previous transactions with the complainant. On 04.04.2019, the accused had transferred Rs.1 lakh on 04.04.2019 and Rs.2 lakh on 08.04.2019 to the bank account of the complainant. The accused had signed and handed over blank cheque to the complainant during the taking of the chit amount. After the chit transactions, the accused had no transaction with the complainant. The bank statement of the accused was marked as EX.D.1 and the certified copy of the petition filed by the accused in insolvency proceedings was marked as EX.D.2. On

22.07.2019, the accused had sold gold jewels at Kalyan Jewels, Erode for Rs.33,680/- and at Joy Alukkas, Erode for Rs.95,816/- and at Alukkas, Erode for Rs.65,193/- and he had transferred the amount of Rs.1,94,689/- to the account of the complainant. The bills are marked as EX.D.4 to EX.D.13. The Branch Managers of the concerned jewellery shop was examined as DW3 to DW5 and they had deposed about the sale of jewels and about the transfer of the amount to the complainant.

9. ARGUMENTS ADVANCED BY THE COMPLAINANT:

The learned counsel for the complainant had argued that the complainant had proved his case beyond reasonable doubt. The accused had admitted the receiving of the amount and had also admitted the signature in the cheque and the issuance of the cheque. The only defence put forth by the accused is that he had made part payment. The version of the accused is proved to be false through EX.D.2, the insolvency petition filed by the accused in which he had stated that he need to pay Rs.6,50,000/-. Hence, the contention of the part payment made must not be taken up into consideration. Hence, the complainant had proved that the cheque is given towards the legally enforceable debt and the accused is liable to be punished for dishonour of cheque. The accused had also refused the legal notice issued and hence, adverse inference to be drawn against the accused. The presumption available in favor of the complainant is not rebutted. The contentions raised by the accused is not proved. Hence, the accused is liable to be punished for dishonour of the cheque u/s 138 of Negotiable Instruments Act.

10. ARGUMENTS ADVANCED BY THE ACCUSED:

The learned counsel for the accused contended that the cheque was not issued for legally enforceable debt. The cheque was issued only as security in respect of the chit transactions to the complainant. Also, the accused had made repayment of Rs.1,94,689/- and the same is proved through the oral evidence of DW3 to DW5 and

EX.D.4 to EX.D.13. The complainant without making endorsement about the part payment made had presented the cheque for entire amount and had filed this false case and hence, the said case is not maintainable. The presumption available in favour of the complainant is rebutted and hence, prayed for acquittal of the accused.

11. POINTS FOR CONSIDERATION:

Whether the complainant has proved his case, beyond reasonable doubt that the accused had issued EX.P.1 in favour of the complainant to satisfy a legally enforceable debt, which existed between the complainant and the accused ?

12. ANSWER TO THE POINT:

12.1. Heard both sides. Records perused. On considering the complaint for the substance of accusation against the accused for offence of dishonour of cheque, initially, the ingredients for constituting the offence under section 138 of the Negotiable Instruments Act has to be analysed. It read as follows:

- 1) Cheque must have drawn on an account maintained by the accused in bank.
- 2) Cheque should have been issued for discharge, in whole or in part, of any debt or other liability.
- 3) Cheque was presented in the bank within a period of its validity.
- 4) Cheque was returned by the bank unpaid due to insufficient fund or exceeds the amount arranged to be paid from that account.
- 5) Notice in writing, was served to the drawer of the cheque, within 30 days.
- 6) Drawer of such cheque fails to make payment of the said amount of money within 15 days of the receipt of the notice.

Only if all the above mentioned ingredients are satisfied, the person who had drawn the cheque can be deemed to have committed an offence under section 138 of the Negotiable Instruments Act.

12.2. On perusal of cheque, EX.P.1, it was drawn by the accused from Andhra Bank, Kumarapalayam branch. It specified the bank account number and name of the accused. There is no dispute regarding the fact that the account number mentioned in cheque belonged to the accused as it was admitted by the accused himself. On perusal of Ex.P1 cheque, it specified the date as 29.06.2019, and it was presented in complainant's account holding bank on 19.09.2019. The validity period of cheque is three months, therefore, Ex.P1, is presented in bank within validity period.

12.3. On perusal of EX.P2, the cheque Ex.P1 was returned with reason as **“Funds Insufficient”** on 19.09.2019. The dishonour of Ex.P1 was communicated to the accused on 28.09.2019 through EX.P.3. On perusal of EX.P.3, it comes to know that the legal notice dated 28.04.2019 was issued to the accused demanding cheque amount. It shows that the notice was issued within 30 days. It was refused under EX.P.5 on 30.9.2019. From this date, the 15 days lapsed on 15.10.2019. The complaint was filed on 12.11.2019 in time. The accused had specifically admitted the signature in the cheque in his chief examination.

12.4. In **APS Forex Services Pvt Ltd Vs Shakthi International fashion linkers (2020 SCC online SC 193)**, the Hon'ble Supreme Court of India held that,

"5Once the accused has admitted the issuance of cheque which bears his signature, there is presumption that there exist a legally enforceable debt or liability under Sec 139 of the NI Act. However, such a presumption is rebuttable in nature and the accused is required to lead the evidence to rebut such a presumption"

On reading of above principle and as held by Honourable Supreme Court in **Rangappa Vs. Sri Mohan, (2010) 11 page 441 and M.S.Narayana Menon Vs State of Kerala (2006 (6) SCC 39) and Basalingappa Vs Mudibasappa (2019 (5) SCC 418)**, when the accused admitted signature, then the presumption exist as

legally enforceable debt. In the present case, this court concluded that the signature in the cheque is that of the accused. This clearly, establishes that the complainant had proved the ingredients for offence under section 138 of the Negotiable Instrument Act. Therefore, this court is of considered view to draw the initial statutory presumption in favour of the complainant that there exists a legally enforceable debt or liability. As the initial presumption is available in favour of the complainant, it is the duty cast upon the accused to rebut the presumption by way of producing appropriate evidences.

12.5. 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 probabilities. To rebut the presumption, it is open to the accused to rely on evidence led by him or the accused can also rely on the materials submitted by the complainant in order to raise a probable defence. Inference of preponderance of probabilities can be drawn not only from the materials brought on record by the parties but also by reference to the circumstances upon which they rely.

12.6. The case of the complainant is that the accused had received sum of Rs.3,00,000/- (Rupees Three Lakhs only) as advance for the supply of yarn on 16.05.2019 from the complainant. Due to fluctuation in the rate of yarn, the accused was unable to supply yarn as assured within the stipulated period and the accused had agreed to return back the advance amount borrowed from the complainant. The complainant also accepted the offer and on 19.06.2019, the accused issued **EX.P.1 post dated cheque bearing number 000023 dated 29.06.2019 drawn at Andhra Bank, Kumarapalayam branch, for sum of Rs.3,00,000/-** to the complainant and assured to honour the cheque on presentation. The accused had denied the said fact and contended that he had no such transaction with the accused. The accused had issued the cheque only as security with regard to the chit transactions that had taken

place between the accused and the complainant. The complainant had denied the same and contended that the amount was transferred through bank on 16.05.2019 from the bank account maintained in the name of the firm of the complainant namely PMR Traders. To prove the same, the complainant had relied upon EX.P.6. EX.P.6 is the bank statement of the firm PMR Traders and on perusal of the same, it could be seen that Rs.3,00,000/- was transferred to the account of the accused Prakash. The accused had admitted the transfer of the amount of Rs.3,00,000/- to his account in the chief examination of the accused who was examined as DW1. The relevant portion of the chief examination of DW1 is "ஏலச்சீட்டு அனைத்தையும் 2019 மே மாதம் எடுத்துவிட்டேன். எவ்வளவு தொகை எடுத்தேன் என்றால் ரூ.3 லட்சம் என்னுடைய வங்கி கணக்கில் செலுத்தினார்" Though the accused contend that the cheque was issued as security in respect of the chit transactions, the accused had not produced any document to prove the fact that the complainant had conducted chit and the cheque was issued as security. The accused had not stated when he had joined as member of the chit transaction and how much installments must be paid and now much he had paid. No other members who had joined in the chit was not examined by the accused to prove the fact that the complainant had conducted chit. Hence, the contention of the accused that the complainant had conducted chit is not acceptable one and is rejected.

12.7. The other defence put forth by the accused is that on 22.07.2019, the accused had sold gold jewels at Kalyan Jewels, Erode for Rs.33,680/- and at Joy Alukkas, Erode for Rs.95,816/- and at Alukkas, Erode for Rs.65,193/- and he had transferred the amount of Rs.1,94,689/- to the account of the complainant. The bills are marked as EX.D.4 to EX.D.13. The Branch Managers of the concerned jewellery shop was examined as DW3 to DW5 and they had deposed about the sale of jewels and about the transfer of the amount to the complainant. Thus, through the oral evidence of DW1, DW3 to DW5 and through EX.D.4 to EX.D.13, it is proved that

amount of Rs.1,94,689/- was transferred by the accused to the complainant. Whether, the said amount is paid by the accused towards the amount paid by the complainant on 16.05.2019 must be considered. The accused had stated that he had received the amount of Rs.3,00,000/- towards the chit amount. The accused had nowhere stated that what balance of chit amount that he needs to be paid.

12.8. The accused had nowhere stated about the said particulars and at the verge of trial, the accused had recalled himself and again had stated that part payment was made. If actually, the accused had repaid the amount, the same must have been stated by the accused earlier itself. But after completion of the trial, the accused had recalled himself and produced the particulars of the part payment made. The complainant had denied the same and contended that if the accused claims that part payment was made towards the amount got on 16.05.2019, he must have stated about the same in the insolvency proceedings filed on 12.12.2019.

12.9. The part payment was alleged to be made on 22.07.2019. On perusal of EX.D.2, the certified copy of insolvency petition filed on 12.12.2019, the accused had stated that he is bound to pay Rs.6,50,000/- to the complainant. Since, the accused himself had admitted that he had to pay Rs.6,50,000/- to the complainant which is more than the amount of the cheque, the plea that part payment was made towards the amount received on 16.05.2019 is not maintainable. The said case was filed on 11.10.2019 and the accused is aware of the fact of dishonour of cheque prior to filing of the insolvency petition. If so, the accused is well aware of the part payment made by him to the complainant and must have mentioned about the same in the insolvency petition. Non mentioning about the part payment made by the accused and admission of the accused that he needs to pay Rs.6,50,000/- still to the complainant infers that the part payment alleged to be made is not towards the amount received on 16.05.2019. The accused had not raised any questions to the

complainant about the part payment made by him. Without raising such questions, it cannot be concluded towards what transaction, the accused had repaid the amount. Though accused had stated that he need to pay only towards chit transaction, the accused had nowhere stated that only what basis, he had stated that he need to pay Rs.6,50,000/- in the insolvency petition. Hence, considering the foregoing discussions made, this court conclude that the plea of part payment made by the accused for the amount borrowed on 16.05.2019 is not acceptable one and is liable to be rejected.

12.10. In the circumstances, unless and until the contrary to the issuance of cheque under ExP1 is proved, the presumption shall be made of consideration, as to date, as to time of acceptance, as to time of transfer, as to order of endorsement, as to stamps and that holder is a holder in due course and further, this cheque has been issued for discharge of whole or part of the legally enforceable debt or liability. These presumption are available to the complainant under Section 118 and 139 of the Negotiable Instruments Act. Mere asking of suggestion and bare denial by the accused without adducing any proper evidence is not acceptable and appreciable. In these circumstances, this court is of considered view that the complainant has proved the offence under Section 138 the Negotiable Instrument Act against the accused beyond reasonable doubt.

13. RESULT :

In the result, the accused is found guilty for offence under Section 138 of the Negotiable Instruments Act. The accused is convicted as per Section 255(2) Cr.P.c. The accused had prayed for lesser sentence on questioning about the sentence. Considering the facts and circumstances of the case, the accused is sentenced to undergo simple imprisonment for a period of one year. The accused shall pay a sum of Rs.3,00,000/- (Rupees three lakhs only) as compensation under Section 357 Cr.P.C

within 30 days from this date. In default the accused shall undergo a simple imprisonment for three months in addition to the sentence passed. No fine is imposed.

Directly typed by me in the computer, corrected and pronounced by me in the open court on 02nd day of June 2026.

**Judicial Magistrate
Kumarapalayam**

Complainant side witnesses:

PW1	Thiru.Murugaraj S/o.Palaniyappan
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List of Complainant side Exhibits:

Ex P1	Cheque bearing No.000023
Ex P2	Return Memo
Ex P3	Legal notice
Ex P4	Postal Receipt
Ex P5	Returned Postal cover
Ex P6	Bank statement for the period of 01.05.2019 – 31.05.2019 PMR Traders
Ex P7	Income tax returns
Ex P8	Photocopy of Petition in IP. No.16/2019

List of Defence side witnesses:

DW1	Thiru.Prakash S/o.Muthusamy
DW2	Tmt.Saranya W/o.SenthilKumar (Bank Manager)

DW3	Thiru.Srijith S/o.Srinivasan (Jewelary shop manager)
DW4	Thiru.Vinoth S/o.Ramakrishnan (Jewelary shop manager)
DW5	Thiru.Anup S/o. Anoop (Jewelary shop manager)

List of Defence side Exhibits:

Ex D1	Bank statement
Ex D2	Certified copy of insolvency petition
Ex D3	Bank statement
Ex D4	Purchase voucher
Ex D5	Purchase invoice bill
Ex D6	Bill
Ex D7	Bill
Ex D8	Bill
Ex D9	Bill
Ex D10	Bill
Ex D11	Account statement
Ex D12	UTR Transaction details
Ex D13	Account statement

**Judicial Magistrate
Kumarapalayam**

Note:

1. The result of the case is intimated to the complainant.
2. No witnesses were detained for more than 3 hearings.
3. Copy of judgment furnished to the accused free of cost.

**Judicial Form No.61
(See Rule 106)**

**IN THE COURT OF THE JUDICIAL MAGISTRATE COURT. KOMARAPALAYAM
JUDGMENT IN STC .NO.419/2020
ON THE FILE OF THE JUDICIAL MAGISTRATE COURT, KOMARAPALAYAM**

Complainant :	T. P.Murugaraj (51), S/o.Palaniappan
Accused :	M.Prakash (35), S/o.Muthusamy
Offence :	U/s.138 of the Negotiable Instruments Act
Finding :	This court find Accused guilty for offence under Section 138 of the Negotiable Instruments Act.
Sentence/order:	The accused is found guilty for offence under Section 138 of the Negotiable Instruments Act. The accused is convicted as per Section 255(2) Cr.P.c. The accused had prayed for lesser sentence on questioning about the sentence. Considering the facts and circumstances of the case, the accused is sentenced to undergo simple imprisonment for a period of one year . The accused shall pay a sum of Rs.3,00,000/- (Rupees three lakhs only) as compensation under Section 357 Cr.p.c within 30 days from this date. In default the accused shall undergo a simple imprisonment for three months in addition to the sentence passed. No fine is imposed.

Description of the Accused

Sl. No.	Name	Father's Name	Occupation	Residence Address	Age
1.	M.Prakash	S/o.Muthusamy	Driver	D.No.3/411, J.K.K.Nararajah nagar, Kuppandapalayam, Kumarapalayam, Namakkal	35

DATE OF							EXPLANATION OF DELAY AND REMARKS
Offence	Report of complaint	Apprehension of accused	Release on bail	Commencement of trial	Close of trial	Sentence or order	138 NI Act Taken on File 06.12.2019
19.09.2019	11.10.2019	-	-	13.06.2025	27.05.2026	02.06.2026	

**Judicial Magistrate
Komarapalayam.**

CASE SUMMARY				
Sl. No.	Description	Remarks		
1.	Period of Remand of the Accused	NIL		
2.	The date of filing of the Complainant/final report of the Court	11.10.2019		
3.	The date of committal of the case to the court of Session	Nil		
4.	The date of questioning of the accused under Sections 228,240,246,251 of the Code of Criminal Procedure. 1973, as the case maybe	27.07.2022		
5.	Filing of miscellaneous petitions an their results inculding the results on challenge before superior Courts. Except routine petitions like petitions Under Section 317 of the code	1. MP.No.9/2025 dt.03.07.2025 U/S 311 of Cr.P.C. petition filed and allowed. 2. MP.No.13/2025 dt.18.08.2025 U/S 311 of Cr.P.C. petition filed and Dismissed. 3. MP.No.14/2025 dt.18.08.2025 reopen petition filed and Dismissed. 4. MP.No.23/2026 dt.30.03.2026 reopen petition filed and allowed. 5. MP.No.24/2026 dt.30.03.2026 U/S 311 of Cr.P.C. petition filed and allowed.		
6.	Date of examination in-chief and cross-examination of a witness	Witness	Chief	Cross
		PW1	13.06.2025 03.07.2025	02.07.2025 14.07.2025
		DW1	22.09.2025 15.04.2026	22.09.2025 15.04.2026
		DW2	06.02.2026	06.02.2026
		DW3	18.05.2026	18.05.2026
		DW4	18.05.2026	18.05.2026
		DW5	18.05.2026	18.05.2026
7.	Date of examination of the accused Under Section 313 of the code	15.07.2025		
8.	Details of abscondence of an accused and his appearance/production, as the case maybe	-		
9.	Grant of stay by Superior Courts and the results thereof	Nil		

**Judicial Magistrate
Komarapalayam.**