IN THE COURT OF THE PRINCIPAL DISTRICT MUNSIF -CUM-JUDICIAL MAGISTRATE, GUDALUR

PRESENT: THIRU. G. SARAVANAKUMAR, B.A, B.L., (Hon's)
Principal District Munsif -cum- Judicial Magistrate, Gudalur.
Friday, on this 19th day of June' 2026

STC. No. 22 of 2024

CNR.No.TNNS070000622024

M/s/ Sree Gokulam Chit & Finance
Co.(P) Ltd, No. 66 (Old 356),Arcot Road,
Kodambakam,Chennai – 600024,
Represented by
Mr. K.Santhosh, Aged 34 years,
S/o. Krishnan Kutty,
Business Manager,
Sree Gokulam Chit & Finance
Co. (P) Ltd, Gudalur, The Nilgiris. -- Complainant

-Vs-

Mr. K. Illyas, Aged 47/2024,
S/o. Mr. Ibrahim,
D.No.32/C1, Kozhipalam,
Pallipadi, Gudalur,
The Nilgiris. -- Accused

The Offence involved in this case having been taken cognizance and taken on file on 10.01.2024 and coming before me on 09.06.2026 for final hearing in the presence of Mr.K.Afselja, Mrs.Jaya Joseph, Mr.Shinu Varghese, Mrs.Dhanya Joseph, Learned Advocates for Complainant and Mr.K.Sukumaran and Miss.Devadharshini, Learned Advocates for Accused, after hearing both sides, therefore upon perusing the material records and having stood over for consideration till this day, this court delivered the following :

CASE SUMMARY

<table>
<tr><th>Sl.No.</th><th>Particulars</th><th>Details</th></tr>
<tr><td>I.</td><td>Period of Remand of Accused</td><td>Nil. Since accused not arrested</td></tr>
<tr><td>II.</td><td>Date of filling of Private complaint in court</td><td>10.01.2024</td></tr>
<tr><td>III.</td><td>Date of questioning of accused under section 251 of Cr.p.c</td><td>16.10.2024</td></tr>
<tr><td>IV.</td><td>Filling of Miscellaneous petitions and their result</td><td>CMP No. 4808/2024 was filed by the accused under section 70(2) of Cr.P.C and the same was allowed on 26.09.2024.</td></tr>
<tr><td>V.</td><td>Date of examination in chief and cross-examination of witnesses</td><td><table><tr><td>Witnesses</td><td>Examination in chief</td><td>Examination in cross</td></tr><tr><td>Pw1</td><td>11.02.2026</td><td>--</td></tr></table></td></tr>
<tr><td>VI.</td><td>Date of examination of accused under section 313(1)(b) of Cr.p.c</td><td>Nil (on default in appearance, his examination under section 313 Cr.P.C was dispensed with in view of proviso of sec 313 (1) (b) on 03.06.2026)</td></tr>
<tr><td>VII.</td><td>Details of abscondence of accused and his appearance / production</td><td>17.04.2024 – 26.09.2024</td></tr>
<tr><td>VIII.</td><td>Grant of stay by superior court and the result thereof</td><td>Nil</td></tr>
</table>

JUDGMENT

1. This Judgment shall decide upon the complaint filed by M/s. Sree Gokulam Chit & Finance, represented by Mr. K.Santhosh, Business Manager (hereinafter referred to as the ‘Complainant’) under Section 138, Negotiable Instruments Act, (hereinafter referred to as the ‘the NI Act’) against Mr. K. Illyas (hereinafter referred to as the 'Accused'). The cheque involved in this case is hereinafter referred to as **“the cheque in dispute”.**

2. The case of the Complainant in brief as follows,

2.1. One Mr. K.M.Aliyar, S/o. Moideen kutty was a chit subscriber with the complainant vide chit No. G2E/1534/MDU/19 for the value of Rs.1,00,000/- (Rupees One Lakh only) which is commenced on 05.02.2016 and terminated on 05.09.2017. The chit was bidded by the above said Mr. K.M.Aliyar and payment was released on 09.07.2016.

2.2. At that time of receiving the chit amount the accused stood as a guarantor to said subscriber, with a promise that in default of payment of the future monthly subscription by the above said subscriber, the accused shall pay the future installments without default before the due date and with interest on the due amount after the termination period of the chit.

2.3. The chit was terminated on 05.09.2017. Contrary to the promise made by the said subscriber and the accused at the time of bidding the Chit both of them were in default of monthly installments. The accused and the subscriber properly and periodically acknowledged the outstanding liability in the account of subscriber and agreed to pay the outstanding amount with interest. The complainant made demands to the subscriber and to the accused as guarantor repeatedly requested to settle the dues. The subscriber made some sporadic payment of Rs.7600/- after the termination of the chit.

2.4. In discharge of the outstanding liability of Rs.28,500/-, the accused issued a Cheque bearing No. 005010 dated 18.10.2022 drawn on TMB Bank, Gudalur Branch and instructed the complainant to present the cheque for encashment with a promise that the same shall be honoured without fail.

2.5. As per the instruction, the complainant had submitted the Cheque for collection through The Catholic Syrian Bank Ltd, Gudalur branch, But the cheque was dishonored for the reason "Funds Insufficient" with a memo dated 05.12.2022.

2.6. The complainant caused a statutory legal notice intimating the accused the dishonour of cheque and also asking the accused to repay the cheque amount Rs.28,500/- within 15 days from the date of receipt of the notice. The notice was duly served upon the accused and the same was received by the accused on 05.01.2023, though the accused never bothered to pay the cheque amount as demanded or not even cared to cast a reply till this day. Hence, this complaint.

3. COGNIZANCE OF OFFENCE:-

The complainant was examined upon oath and sworn statement recorded. On perusal of material records, the court has satisfied that there are sufficient grounds for proceedings and taken cognizance the offence of dishonour of cheque under Section 138 of Negotiable Instruments Act, under section 190(1)(a) of Cr.p.c against the accused. And ordered issuance of summons to the accused under Section 204(1)(a) of Cr.p.c.

4. Compliance of Sec.207 of Cr.P.C:-

In pursuant of appearance of accused on 26.09.2024 on summon, ensured the copies of material records has been furnished to the accused along with summon under section 204(3) of Cr.p.c, accordingly Section 207 Cr.p.c. complied.

5. Examination of the accused under section 251 and 281 of Cr.P.C

After providing sufficient time to ascertain the facts of the case, the accused was examined under Section 251 and 281 of Cr.p.c, and the substance of the offence explained to him and asked whether he plead guilty. The accused had denied the same and pleaded not guilty.

6. Complainant side evidence

The complainant had examined himself as PW1 and he has filed his proof affidavit *in lieu* of chief examination and through him documents under Exhibits P1 to P9 were marked, his testimony in the chief examination was replica of the complaint. With these said evidence complainant side was closed.

7. Examination of the accused under section 313 of Cr.P.C

After closure of complainant side evidence, when in order to enabling the incriminating circumstances appeared in the evidence of complainant were prepared and ready, the accused failed to appear and answer the incriminating substance against him. Being summon case trying in summary trail procedure, by invoking proviso clause under section 313(1)(b) of Cr.P.C the stage of 313(1)(b) questioning was dispensed with on 03.06.2026. Hence the case posted for defense evidence. But no evidence adduced on the defense side

8. Point for consideration

Now the point for determination before this court is whether the complainant had established a case against the accused under section 138 of the N.I.Act beyond any doubts, so as to punish the accused for the same?

8.1. The learned counsel for the complainant in his oral argument would submit that the complainant had established the ingredients of the Section 138 of the N.I.Act by the examining himself as PW-1, and he had marked the original cheque given by the accused for a sum of Rs.28,500/- as Ex.P5. The bank return memo was marked as Ex.P6. It is seen from the Ex.P5 that the cheque in dispute was returned for the reasons of “Funds insufficient” as claimed in the complaint. There was no sufficient fund in the accused bank account on the date of issuance of the cheque. In this case the accused had not denied his signature in the cheque and he not denied the entrustment of the cheque to the complainant, he is not adduced proper evidence to prove his case. Once the signature was admitted and failed to prove his case by the accused, the complainant is entitled for the statutory presumptions in favour of him as per the N.I.Act and the burden to rebut the said presumptions is solely upon the accused. But in this case the accused had not rebutted the said presumption. All the above facts would be the circumstance admitting the version of the complainant case. While so, the evidence of the PW-1 and the presumptions in favour of the complainant are in tact. It is sufficient to convict the accused. When the accused had not rebutted the presumptions then the complainant could use the presumptions in favour of him to substantiate his case. Hence, it must be taken that the accused had not rebutted the presumption as per Sec.139 of the N.I.Act and it was prayed to convict the accused and to order compensation to the complainant for the monitory loss he had suffered.

9. *Per contra, the learned counsel appearing for the accused would argued that the complaint is unsustainable. The complainant rest upon the allegation that the accused stood as guarantor for one Mr.K.M.Aliyar. However, the alleged guarantee deed under Ex.P3 is inherently defective and legally unenforceable. The said document under Ex.P3 does not be a signature of the competent authority and contain the seal or authorization of the complainant company. The complainant failed to produce any reliable or complete account statement to substantiate the alleged liability. The Ex.P4 Statement is incomplete, uncertified and does not reflect the entire transaction from the commencement of the chit till its termination. The complainant not produced any material to show the recovery proceedings against the principal debtor Mr.K.M.Aliyar. Further the section 64 of the Tamilnadu Chit fund Act is not followed by the complainant. The complainant miserably failed to establish*

the existence of any legal enforceable debt or liability against the accused. Therefore, prayed to acquit the accused from this case.

10. On point

This court had carefully perused the records and the materials available in the case bundle. For properly appreciating the facts of the case and the legal aspects to be determined, a reference is necessary to the relevant statutory provisions.

11. **Essential ingredients for constituting the offence u/s.138 N.I. Act:**

The following are the essential ingredients for constituting the offence u/s.138 N.I. Act:

* Person must have drawn a cheque on an account maintained bank for payment of certain amount of money to another person from out of that account.

* The cheque should have been issued for discharge, in whole or in part, of any debt or other liability;

* That cheque has been presented to the bank within a period of three months from the date of which it is drawn or within the period of its validity whichever is earlier;

* That cheque is returned by the bank unpaid, either because of the amount of money standing to the credit of the account is insufficient to honour the cheque or that it exceeds the amount arranged to be paid from that account by an agreement made with the bank;

* The payee or the holder in due course of the cheque 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 30 days of the receipt of information by him from the bank regarding the return of the cheque as unpaid;

* The drawer of such cheque fails to make payment of the said amount of money to the payee or the holder in due course of the cheque within 15 days of the receipt of the said notice.

12. It is only when all the above mentioned ingredients are satisfied that the person who had drawn the cheque can be deemed to have committed an offence under Section 138 of the Act.

13. **Presumptions under the NI Act**

The NI-Act raises two presumptions in favor of the holder of the cheque i.e. the Complainant in the present case;

- **firstly**, in regard to the passing of consideration as contained in Section 118 (a) and,
- **secondly**, a presumption that the holder of cheque received the cheque of the nature referred to in Section 138, for discharge in whole or in part, of any debt or other liability.

14. For the offence under Section 138 of the Act, the presumptions under Sections 118 and 139 have to be compulsory raised as soon as execution of cheque by accused is admitted or proved by the complainant and thereafter burden is shifted

to accused to prove otherwise. These presumptions shall end only when the contrary is proved by the accused, that is, the cheque was not issued for consideration and in discharge of any debt or liability etc. A presumption is not in itself evidence but only makes a prima facie case for a party for whose benefit it exists.

14-A. The presumptions under section 118 and 138 are rebuttable in nature.

"Section 118(a) and section 139 of the Act read as under:

Sec.118. Presumption as to Negotiable Instruments: Until the contrary is proved, the following presumptions shall be made:

(a) of consideration that every negotiable instrument was made or drawn for consideration, and that every such instrument, when it has been accepted, indorsed, negotiated or transferred, was accepted, indorsed, negotiated or transferred for consideration;

Sec. 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, of any debt or other liability."

15. In the present case, the Accused has not denied his signature in the cheque in question as well as execution of Ex.P3 – Guarantee Form in favour of the complainant company and receipt of the statutory notice under Ex.P7 at the stage of questioning under section 251 and 281 of CrPC.

16. It is apposite to note here that the Hon’ble Supreme Court in **<u>Rangappa (Vs) Sri Mohan, [AIR 2010 SC 1898</u>**] observed as follows,

“Once the cheque relates to the account of the accused and he accepts and admits the signatures on the said cheque, then initial presumption contemplated under Section 139 of the Negotiable Instruments Act has to raised by the Court in favour of the Complainant” .

17. In the case of **<u>M/S Laxmi Dyechem (Vs) State of Gujarat & ors. [2013 CRI.L.J. 3288]</u>** the Hon'ble Supreme Court has observed as follows –

“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. If however, the accused/drawer of a cheque in question neither raises a probable defence nor able to contest existence of a legally enforceable debt or liability, obviously statutory presumption under Section 139 of the NI Act regarding commission of the offence comes into play if the same is not rebutted with regard to the materials submitted by the complainant”.

18. Likewise, in the case of **<u>K.N.Beena (Vs) Muniyappan and another [2002 SCC (CRI) 14]</u>** the Hon'ble Supreme Court has observed as follows:

“Under Section 118 unless the contrary was proved, it is to be presumed that the Negotiable Instrument (including a cheque) had been made or drawn for consideration. Under Section 139 the Court has to presume, unless the contrary was proved, that the holder of the cheque received the cheque for discharge, in whole or in part, of a debt or liability. Thus, in a complaint under Section 138 the Court has to

presume that the cheque had been issued for a debt or liability. This presumption is rebuttable. However, the burden of proving that a cheque had not been issued for a debt or liability is on the accused".

19. Thus, as soon as the facts required to form the basis of a presumption of law exist, no discretion is left with the court but to draw the statutory conclusion, but this does not preclude the person against whom the presumption is drawn from rebutting it and proving the contrary. The rebuttal does not have to be conclusively established but such evidence must be adduced before the court in support of the defense that the court must either believe the defense to exist or consider its existence to be reasonably probable.

20. The same was affirmed by the Hon'ble Supreme Court in **Krishnajanardhan Bhat vs. Dattatraya G. Hegde [2008 Crl.L.J. 1172]** wherein it was held that standard of proof on the part of an accused and that of the prosecution in a criminal case is different. The Hon'ble Court also held that prosecution must prove the guilt of an accused beyond all reasonable doubt, the standard of proof so as to prove a defence on the part of accused is 'preponderance of probabilities'. Inference of preponderance of possibilities can be drawn not only from the materials brought on record by the parties but also by reference to the circumstances upon which he relies. While adjudging whether in a case the presumption of consideration has been rebutted, it becomes important to underscore that a mere denial of liability or vague defence of blank cheque as security, cannot be taken at the mere ipse dixit of the accused. The accused has to come forth with a convincing defence that appeals to the judicial conscience. Needless to state that if on a bare denial the presumption is stated to be rebutted, that would defeat the legislative intention of having a presumption in the first place. The reverse onus clause has been introduced further the legislative objective of improving the

credibility of negotiable instruments. The presumption that a person would not normally hand over a signed cheque to another unless the same is for a liability has to be respected and given its full play. Only in a case where the accused comes up with a convincing defence to liability, that the presumption can be stated to have been rebutted.

21. In the present case it was not in dispute that the signature found in the Ex.P5 - cheque in dispute is that of the accused at the time of questioning under Section 251 Cr.P.C. the accused had not denied his signature in the cheque in dispute. The specific case of the accused is that, the Ex.P3 is defective and legally unenforceable, the complainant failed to produce proper account statement. No recovery proceedings taken as against the principal debtor and the provisions of Tamilnadu Chit Fund Act are not followed by the complainant. In order to proving the same the accused did not adduce any oral evidence or documentary evidence.

22. The first and foremost contention of the Leaned counsel appearing for the accused is that, the Ex.P3 is inherently defective and legally unenforceable. Because, the Ex.P3 does not contain the seal or authorization of the complaint and does not bear the signature of any competent authority. This court carefully perused the document under Ex.P3 and ascertain that the document under Ex.P3 is Guarantee Deed executed by the accused and one Mr.Abdul Gafoor jointly in favour of the complainant company stating that they are jointly and severally guarantee to pay to the company on demand all principal interest and all cost charges and expenses due and which may at any time became due to the company from the prized bidder on the account or accounts in respect of the future amount due as afore said. Upto the date of payment and also all losses or damages, cost charges and expenses and in the case of legal cost as between attorney and client occasioned to the company by reason of

omission, failure or default temporary or otherwise in such payment by the prized bidder or by us.

23. In Para 9 of the Ex.P3, the accused and Mr.Abdul Gafoor undertaken that this guarantee shall be a continue guarantee to the extend of the balance due amount mentioned above.

24. The mere perusal of the Ex.P3 Guarantee Deed reveals the fact that, the deed was executed by the accused and another in favour of the Complainant company. It is needless to say that, the Guarantee may be in writing or oral as per section 126 of the Indian Contract Act. As per para 9 of the Guarantee Deed under Ex.P3, the guarantee is appear to be continue guarantee in view of section 129 of the Contract Act. Further, it is not the case of the accused that the guarantee was revoked by him.

25. As per section 126 of the Indian Contract Act, a guarantee may be either in oral or written as mentioned above. In this case, the Guarantee deed has been executed by the accused and Mr.Abdul Gafoor in favour of the complainant company. Therefore I am of the view that the Ex.P3 need not contain the seal or authorization of the company. Hence the argument of the defence side is unsustainable and not acceptable.

26. The next contention of the Leaned counsel appearing for the accused is that, the Ex.P4 is incomplete. The Ex.P4 reveals that the Ex.P4 is a Ledger Extract from 05.02.2016 (Commencement of Chit) to 05.09.2017 and the chit was terminated on 05.09.2017. Therefore it is clear that the complainant company furnished the proper account from 05.02.2016 to 05.09.2017. Therefore this court did not find any merits in the arguments advanced by the Learned counsel for accused.

27. The next contention of the Leaned counsel appearing for the accused is that the section 64 of the Tamilnadu chit fund act is not followed by the complainant. Therefore, this court refer the section 64 of the above act which runs as follows,

Section 64 : Recovery of amounts due from a foreman.

All amounts due from a foreman to the Registrar or any other officer under this Act by way of any fee shall be recoverable as arrears of land revenue.

28. The above section 64 of the Chit fund act speaks about the recovery of amount shall be by way of revenue recovery. Therefore, the section 64 of the Chit Fund Act shall not applicable to the facts and circumstances of the case.

29. The records reveals that even without the above said presumptions under section 118 and 139 of NI Act also, the complainant examined its Business Manager as PW-1 and he had marked the original cheque in Ex.P5, the said cheque was returned for the reasons " Funds insufficient ", And the said fact was established by marking the return memo Ex.P6. Thus, the complainant had established the fact of dishonour of the cheque in dispute as stated in this complaint. Moreover, the complainant also marked the copy of the legal notice sent by him as Ex.P7. The said legal notice was served to the accused vide Postal receipt under Ex.P8 and Postal Acknowledgment Card under Ex.P9.

30. In this case signature and date on the cheque in dispute is not disputed by the accused. The execution of Ex.P3 also not denied by the accused. The PW1 categorically deposed that the accused stand surety for one Mr.K.M.Aliyar who subscribed the chit for the value of Rs.1,00,000/- . The chit was bidded by the above said Mr. K.M.Aliyar and received payment from the complainant. At that time, the accused was also present and stood as a guarantor to Mr. K.M.Aliyar with a promise

that in default of payment of future monthly subscription, the accused shall pay the installment without default. The chit was terminated on 05.09.2017. Contrary to the promise, both of them were default in payment of monthly installment. On the demand by the complainant to the accused and the said Mr K.M.Aliyar , the accused agreed to pay the outstanding amount of Rs.28,500/- and issued a cheque in favour of the complainant. It was not rebutted by the accused.

31. On the entire perusal of the records the complainant had substantiated his case and the essential ingredients of the Section 138 of the Negotiable Instruments Act as held by the Apex Court in **Indian Bank Association Case reported in 2014(5) SCC 590-** in para 18. *"We make it clear that if Provisos (a),(b) and (c) to section 138 of the Act are shown to have been complied with, technically the commission of the offence stands completed and it is for the accused to show that no offence could have been committed by him for specific reasons and defences"*

32. Having found that the complainant had fulfilled his part of onus in proving his case, now it is for the accused to raise a probable defence that he is not at all having any enforceable legal debt or liabilities with the complainant. Though the accused is not necessary bound to let in evidence by coming into box but necessarily there must be some piece of evidence to show that the case of the complainant is not reliable. During the questioning under section 251 of the Crpc the accused answered that the complainant case is false. But he did not pleaded that he never stood as surety for the principal debtor Mr.K.M.Aliyar , he never executed the Guarantee deed under Ex.P3, he never executed the cheque in dispute under Ex.P5 in favour of the complainant. He never issued the cheque in dispute to the complainant and he did not give any assurance to repay the said loan amount to the complainant.

33. It was also not explained or even suggested why and what was the situation made the complainant to signed the cheque in dispute. But there was no explanation coming from the defence side as to the justification of the conduct of the accused in doing so. When there was no evidence to support the defence version this court is of the considered opinion that the said defence was unbelievable and it was taken only just for the purpose of this case.

34. If at all the accused could able to establish his defence then the burden would again shift upon the complainant to establish his case without the aid of the presumptions. But in this case the accused had miserably failed to rebut the presumptions as discussed in the paras and the judgments discussed *supra.*

35. However, there is a question before this court whether the guarantor is liable for the dues of the principal debtor. At this point, it is useful to refer the following judgments rendered by the Hon'ble High Court of Kerala and the Hon'ble High Court of Bombay in the following cases,

The Maharashtra State Seeds Corporation Limited Vs Nagorao Raghunath Jibhkate and Yuvraj Ramchandra Wanve reportedly (2012 07 BOM C2 0144 in Criminal Appeal No. 195/2009 dated 06.07.2012, the Hon'ble Bombay High Court (Nagpur Bench), observed as follows,

(2) Liability of the guarantor is coextensive with the borrower and if the cheque issued by a guarantor is bounced, proceeding u/s 138 of the Negotiable Instruments Act visa-vis a guarantor is maintainable.

A.K. Bhaskaran VS K.G.Sheeba reported him AIR Online 2019 KER 776 in Criminal Appeal No. 782/2006 dated 18.12.2019, the Hon'ble High Court of Kerala at Ernakulam observed as follows,

12. A cheque issued by a guarantor is also a cheque regarded by Section 138 of the N.I. Act as one being issued in discharge of legally enforceable debt Section 138 of the N.I. Act nowhere provides that cheque drawn should be in discharge of drawer's liability alone. It could be in discharge of "any debt or other liability". In other words, the presumption of consideration under Section 139 of the N.I. act accrues to guarantor cheques also.

36. From the foregoing discussions, this court is of the considered opinion that the complaint against the accused / borrower is very well maintainable and the accused had miserably failed to rebut the presumptions under the Negotiable Instruments Act and he had failed to establish his probable defence. And had failed to discharge the burden upon him as per the dictum laid down in **T.Vasanthakumar (Vs) Vijayakumari, reported in 2015(2)MLJ(Crl)605(SC)** and thus this court is of the consider view that the complainant had fulfilled the basic ingredients of Sec.138 Negotiable Instruments Act and the accusation against the accused was proved by the complainant beyond any doubts. And this court also as a corollary comes to the conclusion that the Ex.P5 Cheque in dispute for the total sum of Rs.28,500/- was given by the accused to the complainant to discharge the legally enforceable debt for the total amount of Rs.28,500/- as seen from them and as the said cheque was returned for the reason of 'Funds insufficient' vide P6 and after the Ex.P7 legal notice too, the accused had not repaid the amount within the statutory period, further there was no pleading that at the time of dishonour of the cheque there was sufficient fund available in the accused account, and when the defence of the accused was not

believed by this court in the discussions supra, the accused is found guilty under the Sec.138 of the Negotiable Instruments Act.

37. In the result, the accused is found guilty under section 255(2) Cr.P.C for the offence under section 138 Negotiable Instruments Act and convicted and sentenced to undergo **TEN months simple imprisonment** and **to pay a compensation of Rs.28,500/- (Rupees Twenty Eight thousand and Five Hundred only)** (value of the dishonoured cheque) **to the complainant** under section 357(3) Cr.P.C **with in One month** and **in default** of payment of the compensation, the accused shall undergo a further period of **TWO months simple imprisonment as default sentence,** considering the over all facts and circumstances of the case.

Dictated to the Stenotypist, directly by her in the system attached with chamber, corrected and pronounced by me in the open court this the 19th day of June' 2026.

G.SARAVANAKUMAR Digitally signed by G.SARAVANAKUMAR Date: 2026.06.19 19:19:59 +0530

PRINCIPAL DISTRICT MUNSIF -CUM-
JUDICIAL MAGISTRATE, GUDALUR.

COMPLAINANT SIDE WITNESS

Prosecution witness No.	**Name of witnesses**	**Description**
1.	Mr.K.Santhosh	Power Agent of the Complainant

G.SARAVANAKUMAR Digitally signed by G.SARAVANAKUMAR Date: 2026.06.19 19:20:27 +0530

COMPLAINANT SIDE EXHIBITS

Exhibit. No.	Description of the exhibit	Proved by
Ex.P1	Copy of the resolution issued by the director board of Complainant company	PW1
Ex.P2	Copy of General Power of Attorney in the name of Complainant	PW1
Ex.P3	Form D7, Guarantee Form	PW1
Ex.P4	Statement of Account	PW1
Ex.P5	Cheque bearing No.005010 drawn on TMB Bank, Gudalur Branch	PW1
Ex.P6	Cheque Return Memo	PW1
Ex.P7	Legal notice issued by the complainant to the Accused	PW1
Ex.P8	Postal Receipt	PW1
Ex.P9	Postal Acknowledgment Card	PW1

DEFENCE SIDE WITNESSES: Nil

DEFENCE SIDE EXHIBITS: Nil

G.SARAVANAKUMAR Digitally signed by G.SARAVANAKUMAR Date: 2026.06.19 19:20:06 +0530

PRINCIPAL DISTRICT MUNSIF -CUM-JUDICIAL MAGISTRATE, GUDALUR.