



**IN THE COURT OF III ADDITIONAL DISTRICT & SESSIONS JUDGE,  
DHARAPURAM**

**PRESENT : Thiru.C.M.SARAVANAN.,B.A.,L.L.M, (TN01609)**  
III ADDITIONAL DISTRICT AND SESSIONS JUDGE,  
DHARAPURAM.

**Monday, the 09<sup>th</sup> day of March 2026**

Thiruvalluvarandu 2056, Sri Visuvasu Varudam Masi Thingal 25<sup>th</sup> day

**CRIMINAL APPEAL No.150/2022**

**[CNR No.TNTI030007092022]**

1.	Name of the court from which the Criminal Appeal is preferred	:	Judicial Magistrate, Kangayam
2.	Trial Court Case No.	:	CC. No.13/2016
3.	Criminal Appeal No.	:	C.A. No.150/2022
4.	Name of the Appellant / Accused	:	1. V.K.S.Agro Foods Hi-tech Rice Industries Rep. By its Managing Partner Rajeshwari(46), W/o.Dhanavel 2. Rajeshwari, W/o.Dhanavel
5.	Name of the Respondent/ Complainant	:	Sri Athanoor Amman Traders Rep.by its Proprietor Krishnamoorthi(48) S/o.Rangasamy
6.	Date of order	:	26.09.2022
	<b>Result in the Trial Court.</b>		The accused 1 and 2 are found guilty of the offence under Section 138 of the NI Act and convict the accused 1 and 2 under section 255(2) of Criminal Procedure Code. The 2 <sup>nd</sup> accused is sentenced to undergo Simple Imprisonment for a period of Six months. It is ordered that the opposing complainant be paid the cheque amount of Rs. 12,71,317/- as



			compensation under Section 357 of the Cr.P.C and that in case of failure to pay the compensation amount, the 2 <sup>nd</sup> accused shall be sentenced to simple imprisonment for a period of one month.
7.	Whether the Criminal Appeal is allowed, or modified, or confirmed.	:	In the result this appeal is dismissed and the Judgment passed by the Learned Judicial Magistrate, Kangayam in CC.No. 13/2016, dated 26.09.2022 is confirmed and upheld. The Trial Court is directed to secure the accused to undergo the sentence of imprisonment.
	Date of, or on which	:	
	1. Presentation	:	13.10.2022
	2. Filing	:	27.10.2022
	3. Last Hearing	:	16.02.2026
	4. Judgment	:	<b>09.03.2026</b>

This Criminal Appeal came up on 16.02.2026 for final hearing before me in the presence of Shri.S.Anguraj, Advocate for the Appellant/Accused and Shri.Naveen, Advocate for the Respondent/Complainant for appear before this court and after perusing the case records and having stood over for consideration till this day, this court delivered the following:-



## JUDGMENT

1) This appeal has been filed by the Appellant /Accused 1 and 2 under section 374 of Cr.P.C to set aside the conviction and sentence passed for the offense u/s 138 of the Negotiable Instrument Act (herein after called as the N.I.Act in short) by the Judicial Magistrate, Kangayam, in CC.No.13/2016 dated 26.09.2022.

2) The Appellant herein who is the accused 1 and 2 before the trial court shall be referred to as the accused 1 and 2 and the Respondent herein who is the complainant before the trial court shall be referred to as the complainant, for the sake of convenience.

**3) The case of the complainant as seen from the complaint filed under section 138 of NI Act, is as follows:**

3.1) The case of the appellant before the trial court is that the complainant and the accused have acquaintance to each other. The complainant is running paddy business in the name of Sri Atthannur Amman Traders. The accused is also involved in paddy business in the name and style of VKS Agro Foods Traders Hi-Tech Rice Industries. The accused has approached the complainant for paddy business, and the accused admits to purchase at the rate of Rs.1,400/- for 1 gunny bag, and the complainant paid a sum of Rs.40,00,000/- to the bank account of the accused IDBI bank of Aanur Amman Complex, Erode. On 17.10.2015 the complainant has sent a sum of Rs.5,00,000/- on



08.10.2015 the complainant has sent a sum of Rs.20,00,000/- on 9.10.2015 the complainant have sent a sum of Rs.5,00,000/- and on 14.10.2015 he sent a sum of Rs.7,00,000/- and Rs.10,00,000/- in total the complainant has paid a sum of Rs.40,00,000/- to the bank account of the accused. Thereby the accused is liable to provide 2857 paddy bags to the complainant. When the complainant approached the accused for the paddy bags, he was supplied only with 1949 bags. On 22.10.2015 when the complainant approached the accused for the purchase of remaining 908 bundles of paddy bags kept in the accused company were found to be low quality and useless. Therefore, the complainant stopped purchase of paddy bags from the accused company. The complainant has to paid a sum of Rs.27, 28, 683/- for 1949 paddy bags. The accused has to refund the remaining amount of Rs.12,71,317/- to the complainant. Therefore, the accused has issued a cheque bearing its No. 492832 of IDBI bank, Erode dated 23.10.2015 to the complainant, and also the accused promised that the cheque will be honoured at the time of presentation.

**3.2)** The complainant presented the cheque through his bankers on 23.10.2015 namely City Union Bank, Kangayam. But the same was returned for the reason insufficient funds. The said fact was intimated to the complainant on 26.10.2015. The complainant met the accused in person on 27.10.2015, and the accused requested the complainant to



present the cheque once again on 28.10.2015. As per the assurance of the accused, the complainant once again presented the cheque through his bankers namely City Union Bank, Kangayam branch, and the cheque was once again returned for the reason insufficient funds which was intimated to the complainant on 1.12.2015. The accused has issued a cheque knowing well that there is no sufficient funds available in her bank account and have issued the cheque in order to deceive the complainant. Therefore, the accused have committed an offense under section 138 and 142 of Negotiable Instrument Act.

4) After recording the sworn statement of the complainant and after being satisfied that prima facie case has been made out to proceed further against the accused 1 and 2 for the offense U/s 138 of NI Act, the Trial Court has issued summon to the accused 1 and 2

5) On the appearance of the accused 1 and 2, copies have been furnished and the substance of allegation has been put to him. The accused 1 and 2 have denied the allegation and has claimed to be tried.

6) The complainant has examined himself as PW.1 The original Cheque dated 23.10.2015 has been marked as Ex.P1. The Bank Return memo(2 Nos) has been marked as Ex.P2. The Copy of Legal notice dated 04.12.2015 has been marked as Ex.P3 and the



Acknowledgment card has been marked as Ex.P4. The Reply notice has been marked as Ex.P5. The Return Postal cover (2 in Nos) has been marked as Ex.P6. The Registration Certificate issued in the name of Sri Athanur Amman Traders has been marked as Ex.P7. The computer copy of GST certificate has been marked as Ex.P8. The computer copy of account statement of City Union bank for the period from 01.10.2015 to 17.10.2015 has been marked as Ex.P9. The copy of pancard has been marked as Ex.P10. The statement of Income Tax Accounts for the year 2017–2018 has been marked as Ex.P11. The statement of Income Tax Accounts for the year 2018–2019 has been marked as Ex.P12. The statement of Income Tax Accounts for the year 2019–2020 has been marked as Ex.P13 and one Tr.Karthikeyan (Bank Manager of IDBI Bank, Erode Branch) has been examined as PW2. The computer generated copy of the loan application in account no.0120102000038243 and the documents annexed therewith has been marked as Ex.P14. The statement of accounts has been marked as Ex.P15.

7) After closing the evidence on the side of the prosecution, the incriminating portions appearing in the evidence has been put to the accused 1 and 2 under section 313(1)(b) Cr.P.C. and the accused 1 and 2 have been questioned. The accused 1 and 2 have claimed them to be false. On the side of the accused 1 and 2, the 2<sup>nd</sup> accused has examined herself as DW.1 and no document has been marked.



8) After considering the arguments, the Learned Trial Court has found the accused 1 and 2 are found guilty of the offense under Section 138 of the NI Act and they have been convicted and sentenced to undergo Simple Imprisonment for a period of six months.

9) Aggrieved by the Judgment, the accused 1 and 2 have preferred this appeal before the Principal District Court, Tiruppur in C.A.No.150/2022 and the Hon'ble Principal District Judge, Tiruppur has suspended the sentence of Simple imprisonment till the disposal of this appeal and the appeal has been made over to this Court.

**10) The accused have raised the following grounds in his memorandum of appeal:**

**10.1)** The Judgment of the Trial Court Convicting the accused is against the weight of evidence and probabilities of the facts of the case. The reasoning given by the Learned Judicial Magistrate for convicting the accused is unsustainable in law and of the facts of the case. The learned Judicial Magistrate erred in convicting the accused ignoring the fact that all the eye-witnesses namely PW1 how the accused is known to him as not been clearly prove. The learned Magistrate erred in ignoring the facts candidly admitted by the complainant in his deposition both in chief examination and cross examination and Pick and choose the some of the line only and taken the allegation mentioned in the Complaint as Proved one. On complete reading and on clear observation of PW1, the Preponderance and Probability of false Complaint against the



Accused is clearly established in this case. The DWI categorically and clearly denied her signature on the disputed cheque both while on cross-examination and on DWI oral evidence. So, it has to be proved that the signature on disputed cheque is that of the 2<sup>nd</sup> Accused. Once the Accused denied her signature on the disputed cheque, the burden of proving the signature is heavily on the complainant. But in this case, On the Complainant side, no efforts taken by the complainant to prove that, the 2<sup>nd</sup> respondent signed before him (i.e) not even taken efforts to Prove that disputed signature is tallied with Admitted Signature found in Ex.P14 by sending them to the expert and got report. By brush aside the legal Preponderance and Probability of the above legal fact, the Trial Court to favour the Complaint, Simply brush aside by stated that the disputed Cheque not returned for the reason of varying Signature. Therefore on the Presumption and assumption only the Trial Court rendering the judgment is not at all acceptable under law of evidence and Criminal Procedure. The said lacuna can be taken in favour of the accused and has to render justice. The Complainant has not established that there was an business agreement between the Complainant firm and the Accused.

**10.2)** Except the allegation, the Complainant has not Proved the alleged business Agreement between the Complainant and, Accused. In Contra, even in Chief examination "எதிரி நிறுவனத்தின் சார்பாக என்னை அணுகி நெல் கொள்முதல் செய்துகொள்ள



வேண்டாமாய் வேண்டிக்கொண்டதன்பேரில் 1 மூட்டை நெல் ரூ.1400/- வீதம் பெற்றுக்கொள்வதாக பேசி முடிக்கப்பட்டு எதிரியும் ஒப்புக்கொண்டதாக" குறிப்பிட்டுள்ளார். but in Cross - examination " எனக்கு நெல், அரிசி புரோக்கர் தொழில் என்று சொன்னால் சரிதான்" என்றும் "காங்கயம் மற்றும் சுற்றுவட்டார பகுதியில் உள்ள மில்களில் அவர்களிடம் பேசி நெல் சப்ளை செய்வது எனது வழக்கம் என்று சொன்னால் சரிதான். அதற்கு முறையான கணக்கு இருக்கிறதா என்றால் இருக்கிறது" என்றும் " கணக்கு வைத்திருக்கும் விபரத்தை வழக்கறிஞர் அறிவிப்பிலும் புகாரிலும் சொல்லவில்லை என்றாலும் நீதிமன்றத்தில் இதுநாள்வரை தாக்கல் செய்யவில்லை என்றாலும் சரிதான்" என்றும், the complainant candidly made Admission established the fact of Preponderance and Probability of the case that the complainant has not proved the Accused own the legal liability to the Complainant. The Complainant neither Produced any account copy nor Produced any agreement to the above fact. Hence the Accused is entitle to get the benefit of above doubt and has to be acquitted. Further more, PW1 in his cross-examination, " எதிரி ராஜேஸ்வரியின் கணவர் பெயர் தனவேல் என்றால் சரிதான். தனவேல் நெல் கொள்முதல் செய்து குடோன் வைத்து வியாபாரம் செய்து வருகிறார் என்று சொன்னால் சரிதான். நோட்டீசில் 1ம் எதிரி நிறுவனத்திற்கும் எனக்கும் ஒப்பந்தம் ஏற்பட்டதாக சொல்லியிருக்கிறேன் என்றால் சரிதான். அதற்கான ஒப்பந்தத்தை நீதிமன்றத்தில் தாக்கல் செய்திருக்கிறேனா என்றால் தாக்கல்



செய்யவில்லை" என candidly admitted. Hence, the alleged contract in complaint has not be legally Proved. On the assumption of already borrowed goods of Paddy, the complainant remitted the amounts in accused bank account, and credited, itself not been assumed and Presumed that the said amount is only to supply the Paddy in future, there by legal liability is Proved. The Trial Court under the above Presumption and assumption only discussed in judgment which is against the evidence and law. The Trial Court ought to have come to the Conclusion that the alleged legal liability (Agreement of business) has not been Proved neither by marking any document nor by any separate reliable oral evidence. The respondent/complainant after the Presentation of complaint and belated statutory notices, and first time cross-examination of PW1, Complainant created Ex.B7 to B11 would not helpful to Prove that there was the accused has legal liability to the complainant. But the Trail Court totally, under the assumption and Presumption the legal liability is established is not acceptable one. Mere marking the Bank Accounts documents through the PW2 and PW3 will not Proved the alleged fact that they were credited as advance Amount for transaction. The Trial Court did not considered the evidence that of PW1 admission, the business transaction were effected between the Complainant and husband of the Accused namely Dhanavel. So it is clearly acceptable one that the A2 has not involved in the business transaction of AI industries at



the most a silent Partner, noway connected with the Complaint transaction.. The learned Judicial Magistrate Court did not consider the settled principle of law that law requires that the cheque must be given to discharge the legal liability. We can go through the complaint and his evidence regarding above fact that Whether the above burden has been discharged by the complainant or not. Except self-serving concocted version of PW1 no other material evidence or oral evidence were adduced to prove the alleged factum. Hence, the complainant failed to prove the above factum and the accused is entitled to release from the complaint.. The learned Judicial Magistrate Court failed to consider that the complainant failed to prove that the alleged legal debt and the cheque has been even to discharge the legal debt. The above preponderance of suspicion, probablised the fact that the accused is entitle for acquittal and render justice. It is therefore humbly prayed that this court may be pleased to allow the appeal by considering the facts and circumstances of the case in the light of grounds stated above and set- aside the conviction Judgment of the Trial Court in C.C.No.13/2016 on the file of the Judicial Magistrate, Kangayam dated 26.09.2022 and pleased to Acquit the accused.

**11) Points for determination :-**

1)	Whether the accused 1 and 2 issued the Cheque dated 23.10.2015 bearing No.492832 for Rs.12,71,317/- to discharge his liability with respect to a legally enforceable debt?
2)	Whether the accused 1 and 2 are found not guilty of the offense U/s 138 of NI Act?
3)	Whether the conviction and sentence imposed on the accused 1 and 2 by the Trial Court is liable to be set aside?
4)	To what other relief ?

**12) Points No.1 to 4 :**

13) Heard both sides.

**13.1)** The learned counsel for the appellant herein would argued that the complainant has filed the complaint against the accused stating that both the complainant and the accused have business transaction, and both were involved in paddy business. During the paddy business, the accused owe a sum of Rs.12,71,317/- to the complainant and inorder to discharge the debt on 23.10.2015, she has issued a cheque in favour of the complainant which was present by the complainant on 28.10.2015 through his bankers, and the same was returned for the reason funds insufficient and hence the accused committed an offence under section 138 of NI Act.



**13.2)** Whereas the learned counsel for the appellant would argue that the trial court without considering the defense set out by the accused herein has erroneously convicted the accused. The acquaintance claimed by the accused, and the complainant is not proved by the complainant herein. The trial court failed to consider that the admissions made by the PW1 in his oral evidence. Through the examination of PW1 in cross, the accused have proved the defense on preponderance of probability which was not at all considered by the trial court. The signature in the cheque in dispute is denied by the accused herein. Hence the complainant has to prove the signature in disputed cheque is that of the 2<sup>nd</sup> accused. But the complainant did not take any efforts to prove that the cheque in dispute was given by the 2<sup>nd</sup> accused to the complainant herein. No expert opinion regarding the signature is obtained in the case on hand. The trial court has rendered the judgment only on presumption and assumption.

**13.3)** The business transaction between the accused, and the complainant is not at all proved by the complainant herein. No agreement is produced to prove the business transaction between the accused and the complainant. The trial court failed to consider that the complainant did not prove the existence of legally enforceable debt to be discharged by the accused herein. In the cross examination, the PW1 has admit that there was a contract between the 1<sup>st</sup> accused and the complainant, whereas the agreement is



not produced before this court. Therefore, the alleged agreement is not at all proved by the complainant herein. The amount already remitted in the account of the accused bank does not the strong evidence to prove that the same was remitted for the purpose of paddy supply in a later point of time. Since, the legally enforceable debt is not at all proved by the complainant, the trial court ought to have dismissed the complaint herein. The Ex.B7 to Ex.B11 are nothing but after thoughts and are not helpful to prove the legally enforceable debt.

**13.4)** The bank account statements are not sufficient to prove that the amount remitted was the advance amount for business. The business transaction took place only between the complainant and the husband of the accused namely Dhanavel. The A2 is not at all involved in the business transaction, and as she is a silent partner, and she is not at all involved with the complainant in business transaction. The complainant did not prove the legally enforceable debt, and the cheque was issued to discharge the legal debt. Therefore, the learned counsel prays to allow the appeal and set aside the judgment of the trial court in CC.No.13/2016 dated 26.09.2022.

**13.5)** The trial court in its judgment would contend that from the documents adduced by the complainant herein, the business transaction between the complainant and the



accused is categorically elicited. The records would show that the cheque contains the signature of the 2<sup>nd</sup> accused. Therefore, the presumption under section 139 NI Act can be raised against the accused. It is further would held that the accused did not rebut the presumption as there was no business transaction between the complainant and the accused. The 2<sup>nd</sup> accused also did not prove that she has no nexus with the business transaction of the complainant, and the 1<sup>st</sup> accused. Finally, the learned trial court came to a conclusion that the complainant have proved the case, and convicted the accused.

**13.6)** Admittedly, the Ex.P1 is the cheque issued to Sri Athannur Amman traders by VKS Agro food Hi-Tech Rice Industries. In the cheque, a partner of the said company is signed. The specific case of the accused is that the signature in the cheque is not that of her. On the side of the complainant, the complainant has examined as PW1, and he would state that the cheque was issued by the 2<sup>nd</sup> accused herein. He also examined one Mr. Karthikeyan, the branch Manager of IDBI, Branch Erode. He would state that the account no. 0120102000038243 is an account stands in the name of VKS Agro foods Hi-Tech Rice industries. He also would state that it is a partnership firm, and the partners are namely Dhanavel and Rajeshwari. He also deposed that the Ex.P1 is the cheque issued to the said bank account. Through him the accounts opening form is marked as Ex.P14. A careful perusal of the Ex.P14 it is the current account opening



form. Whereas, the 2<sup>nd</sup> accused is shown as partner. A careful perusal of the signature in the account opening form, it is similar to the signature found in Ex.P1. Further, the complainant after the return of cheque has issued a notice to the accused. The acknowledgment card is marked as Ex.P4, and the signature in the acknowledgment card is also similar to the signature found in Ex.P1. After receiving of the notice, the complainant once again sent a rejoinder dated 31.12.2015, which was returned as not claimed. The 2<sup>nd</sup> accused who is examined as DW1 before the trial court would state in the cross examination, "எனக்கு இவ்வழக்கு தொடர்பாக வழக்கு முன்னறிவிப்பு வந்தது நான் அதைப் பெற்றுக் கொண்டேன் ". Therefore, since the service of notice is duly admitted, and the signature in the acknowledgment is not disputed by the accused, it is proved that the signature in Ex.P4 is none other than that of the 2<sup>nd</sup> accused herein. The signature in Ex.P1, Ex.P4, and Ex.P14 are similar, and since the signature in Ex.P4 is admitted by the accused herein, this court holds that the signature in Ex.P1 also that of the 2<sup>nd</sup> accused, and hence the presumption under section 139 can be raised against the accused herein.

**13.7)** The complaint is filed by the complainant in the capacity of the proprietor against a partnership firm. The trial court rightly discussed the section 141 of NI Act, hold that and the partners are liable for the dishonoured of the cheque. The signatory partner who



signed in the cheque is automatically liable.

**13.8)** The Hon'ble Supreme Court of India in, **S.M.S Pharmaceuticals limited Vs. Neeta Bhalla (2005)**, held that, **“the complaint must contain specific averments that the partner was in charge of and responsible for the conduct of the business”** .

Here in the case on hand also, it is pleaded that the 2<sup>nd</sup> accused is a partner and conducting the business. Further, the Hon'ble Supreme court in the referred case would held that if a person signed in the cheque, he is automatically liable because he directly participated in the transaction. Here in the case also it is elicited by the complainant that the signature in the disputed cheque is that of the 2<sup>nd</sup> accused.

**13.9)** The Hon'ble Supreme Court of India in, **Sunita Palita Vs. Panchami Stone Quarry 2022**, held that, **“ the signatory of the cheque is directly liable”** . Therefore, as per the ratio of the referred judgment, the 2<sup>nd</sup> accused being the signatory of the cheque, is liable to discharge the debt illegally owe by the company.

**13.10)** The specific case of the accused is that the complainant did not prove the business transaction between the complainant and the accused herein. Whereas a careful perusal of the evidence of PW2, the Bank Manager would state that on 7.10.2015, 8.10.2015, 9.10.2015, 14.10.2015 a sum of Rs.40,00,000/- had been transferred from City



Union Bank. The extract of bank account is marked as Ex.P15. A careful perusal of the Ex.P15, an amount of Rs.40,00,000/- had been transferred to the account of the accused in the above said dates. The specific case of the complainant is that he is maintaining an account at City Union Bank and through the bank account the said amount had been transferred to the account of the accused herein. The above said fact is not at all disputed by the accused herein. The learned counsel for the appellant at the time of argument urged that even though the amount had been remitted in the bank account of the accused, it is not a conclusive proof of the amount claimed to be owe by the accused to the complainants company. Whereas the complainant prima facie proved that an amount of Rs.40,00,000/- had been remitted in the account of the accused. Therefore, it is the duty of the accused to prove that the said amount was not at all remitted for the purpose enlightened by the complainant herein. Even though, the accused would argue that the complainant failed to prove the business transaction between the accused and the complainant, the bank statement and other relevant evidence placed by the complainant herein categorically established the business transaction between the complainant and the accused herein. Therefore, the contention of the accused is not acceptable.



**13.11)** As already discussed, if at all the signature on the cheque is proved the courts are empowered to raise the presumption under section 139 against the accused. The trial court rightly followed the ratio of the Hon'ble Supreme Court of India in, **Basalingappa Vs. Mudibasappa (2019 (4) CTC 871)**. The presumption under section 139 of NI Act is always rebuttable presumption and the accused need not proved his defense beyond reasonable doubts.

**13.12)** The Hon'ble Supreme Court of India in, **N.Vijaya Kumar Vs. Viswanath Rao N (2025)**, held that, “ **if the accused establishes a probable defense, the burden shifts back to the complainant to prove the case beyond reasonable doubt**”. The Hon'ble Supreme Court of India in, **Rangappa Vs. Sri Mohan (2010)** held that, “ **if the accused fails to rebut the presumption under section 139 NI Act, the court may proceed on the basis that the cheque was issued for a legally enforceable debt**”.

Here in the case on hand, the signature of the accused in the cheque is duly proved. Being the signatory, and a partner of the 1<sup>st</sup> accused firm, she is liable for the debts of the company. It is seen from the evidence adduced by the both the parties, that there was business transaction between the complainant and the accused and from the evidence it is elicited that the cheque was returned for the reason funds insufficient on its presentation. Even though, the accused would argued that the she has no business



transaction on behalf of the accused with the complainant, it is not proved on preponderance of probabilities. Further, the version of the accused that the signature found in Ex.P1 is not that of her is also not proved on preponderance of probability. Therefore, this court holds that the trial court rightly came to a conclusion that the 2<sup>nd</sup> accused had issued the Ex.P1 to the complainant for the business transaction to discharge a legally enforceable debt which was dishonoured for the reason funds insufficient and rightly convicted the accused and there is no merit in the appeal and there is no necessity arises to interfere with the judgment of the learned trial court. Hence the appeal is dismissed and the judgment passed by the trial court in CC.No.13/2016 dated 26.09.2022 is hereby confirmed.

In the result this appeal is dismissed and the Judgment passed by the Learned Judicial Magistrate, Kangayam in CC.No. 13/2016, dated 26.09.2022 is confirmed and upheld. The Trial Court is directed to secure the accused to undergo the sentence of imprisonment.

Dictated to Steno-Typist, taken down by her in short-hand, transcribed and computerized by her and corrected by me in computer and pronounced by me in the Open Court on this the **09<sup>th</sup> day of March 2026.**

III Additional District and Sessions Judge,  
Dharapuram.



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Annexures:- Nil on either side.

III Additional District and Sessions Judge,  
Dharapuram.

Copy to :- Judicial Magistrate, Kangayam.



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*DRAFT/FAIR Judgment*

*in CRLA No.150/2022*

*Dated:-09/03/2026*