

IN THE COURT OF THE PRINCIPAL DISTRICT AND SESSIONS JUDGE,
THANJAVUR.

PRESENT: **Thiru.K.H.Elavazhagan, B.Sc., M.L.,**
Principal District and Sessions Judge, Thanjavur.

Tuesday, the 4th day of August, 2026.
(Thiruvalluvarandu 2057, Sri Parabhava Aandu Aadi Thingal 19th day)

Criminal Appeal No. 121/2025
CNR No. TNTJ01 – 009874 – 2025

Name of the Court from which the : The Judicial Magistrate, Fast Track Court
Criminal Appeal is preferred at Magisterial Level, Thanjavur.

Trial Court Case No. : STC No. 202/2022

Name and Details of the Appellant / : V. Amali @ Samanamary, aged 44/2026,
the Accused
W/o. Valliyappan,
No. 4481, Danposco,
Mathakottai Main Road,
Near Electrical Post, Thanjavur District.

Name and Details of the : S. Gomathi, aged 55/2026,
Respondent / the Complainant
W/o. Senthilkumar,
No. 5, Rosline Nagar,
Mathakottai Road, Thanjavur District.

The Sentence, and the law under : The accused was found guilty for the
which it was imposed by the Trial offence punishable under Section 138 of
Court Negotiable Instruments Act, 1881, and
convicted her under Section 255(2) of

Code of Criminal Procedure, 1973, and sentenced to undergo simple imprisonment for one year and to pay a compensation of Rs.25,00,000/- within one month under Section 357(3) of Code of Criminal Procedure, 1973, and in default of such payment, to undergo simple imprisonment for two months.

Whether the Criminal Appeal is : In the result, this Criminal Appeal is confirmed, modified or reversed, and dismissed, and the Judgment of conviction if modified, modification and sentence dated 04.09.2025 delivered by the Learned Judicial Magistrate, Fast Track Court at Magisterial Level, Thanjavur, in STC No. 202/2022 is hereby confirmed. The Learned Judicial Magistrate is directed to secure the accused and to proceed in accordance with law.

Date of Filing : 17.10.2025

Date of notice issued by the Trial : —
Court to appear

Date of bail bond if the appellant has : —
been let out on bail

Date of Order to appellant to appear : 25.10.2025

Date of Final Hearing : 01.08.2026

Date of judgment : 04.08.2026

This Criminal Appeal was coming on 01.08.2026 for final hearing before me in the presence of Thiru.S.Jothivel, learned advocate for the appellant / accused and Thiru.R.Udhayakumar, learned advocate for the respondent / complainant, and upon hearing the arguments of both sides and upon perusing the judgment of the Trial Court as well as the case records and having stood over for consideration till this day, this Court delivered the following ...

J U D G M E N T

(1) This Criminal Appeal has been filed by the appellant / accused under Section 415(3) of the Bharatiya Nagarik Suraksha Sanhita, 2023, to set aside the judgment of conviction and sentence dated 04.09.2025 passed in STC No. 202/2022 by the Learned Judicial Magistrate, Fast Track Court at Magisterial Level, Thanjavur.

(2) The case was registered against the accused under Section 138 of the Negotiable Instruments Act, 1881 (hereinafter referred to as “NI Act”). After the trial, the Learned Judicial Magistrate, Fast Track Court at Magisterial Level, Thanjavur, in STC No. 202/2022 dated 04.09.2025 has found the accused guilty for the offence punishable under Section 138 of the NI Act and convicted her under Section 255(2) of Code of Criminal Procedure, 1973, and sentenced to undergo simple imprisonment for one year and to pay a compensation of Rs.25,00,000/- within one month under Section 357(3) of Code of Criminal Procedure, 1973, and in default of such payment, to undergo simple imprisonment for two months.

(3) The respondent is the complainant before the Trial Court, who has filed a private complainant under Section 138A of the NI Act, read with Section 200 of the Code of Criminal Procedure, 1973, for the offence punishable under Section 138 of the NI Act. According to the petitioner, the accused, who has acquaintance with the complainant for a period more than six years since both of them are members of Women's Self-Help Group of Thanjavur, borrowed a sum of Rs.20,50,000/- from the complainant on 01.11.2018, executing a document of undertaking dated 01.11.2018 in support thereof. Upon repeated demands for repayment, the accused executed a promissory note for a sum of Rs.25,00,000/-, including the principal and 18% interest, on 01.10.2021. Thereafter, upon repeated demands, the accused issued a cheque bearing No. 987329 dated 21.04.2022 for Rs.25,00,000/-, drawn on The Indian Overseas Bank, Nanjikottai Branch, towards the discharge of the said liability. When the said cheque was presented for collection on 22.04.2022 through the complainant's account at the Union Bank of India, Thanjavur Branch, it was returned unpaid on 25.04.2022 with the endorsement "Insufficient Funds". A statutory notice dated 05.05.2022 was issued to the accused, which was duly received by him on 06.05.2020. The accused neither replied nor repaid the amount. Therefore, the complainant filed a complaint against the accused, and the complaint has been filed within the limitation period.

(4) The Trial Court took cognizance of the complaint filed by the complainant and after furnishing copies of the relevant documents to the accused as mandated under Section 207 of the the Code of Criminal Procedure, 1973, she was questioned about the commission of offence punishable under Section 138 of the NI Act, the accused denied the same therefor. Therefore, the accused was put on trial.

(5) Before the Trial Court, the complainant was examined as PW1 and Ex.P1 to Ex.P12 were marked, whereas neither oral nor documentary evidence was adduced on the side of the accused.

(6) Upon consideration of both sides' evidence and documents and other materials on record, the Learned Judicial Magistrate arrived at a conclusion that the accused committed offence under Section 138 of the NI Act and convicted the accused under Section 255(2) of the Code of Criminal Procedure, 1973, and sentenced to undergo simple imprisonment for one year and to pay a compensation of Rs.25,00,000/- within one month under Section 357(3) of the Code of Criminal Procedure, 1973, and in default of such payment, to undergo simple imprisonment for two months.

(7) Having been aggrieved by the judgment of conviction and sentence delivered by the Learned Judicial Magistrate, Fast Track Court at Magisterial Level, Thanjavur, in STC No. 202/2022 dated 04.09.2025, the accused has preferred this criminal appeal on the following grounds:

(7.1) The judgment of the Trial Court is contrary to law, contrary to the evidence on record, and has been passed without properly appreciating the oral and documentary evidence. The Trial Court exceeded its jurisdiction and failed to render a reasoned judgment based on the merits of the case. The impugned judgment suffers from serious legal and factual infirmities.

(7.2) The Trial Court failed to consider whether the respondent possessed the financial capacity to lend a sum of Rs.20,00,000/- to the appellant. The respondent did not produce any independent oral or direct evidence to prove the alleged loan transaction, yet the Trial Court accepted the respondent's case.

(7.3) Ex.A1 – Loan Agreement was prepared by the respondent, since it does not mention: the date on which the alleged loan was advanced; the names or particulars of attesting witnesses; the rate of interest; and the purpose for which the alleged loan was obtained. Further, the document contains corrections with whitener, rendering it incredible. Despite these material defects being specifically pointed out, the Trial Court failed to consider them.

(7.4) Ex.A2 – Promissory Note is also a document prepared by the respondent. There exists a period of three years between the execution of the document of undertaking and that of the promissory note. No explanation was offered as to how the alleged loan amount of Rs.20,50,000/- became Rs.25,00,000/-, or on what basis such calculation was made. Even during cross-examination, no

satisfactory explanation was given, but the Trial Court ignored this crucial aspect. Ex.A2 mentions Rs.25,00,000/–, and the cheque allegedly issued by the appellant on 21.04.2022 also mentions Rs.25,00,000/– without any further interest. The respondent failed to explain why no additional interest was claimed for the intervening period. The Trial Court failed to consider this inconsistency.

(7.5) In the cheque, the appellant's signature appears in one ink while the remaining contents were filled in another ink. No explanation was offered by the respondent regarding this discrepancy. However, the Trial Court ignored it.

(7.6) Ex.A1 is the foundational document of the respondent's case. Its absence of date, rate of interest, witnesses, and the existence of corrections indicate that only the appellant's signature had earlier been obtained on a blank document in connection with a previous loan, and that the respondent subsequently filled up the document for the present litigation. The Trial Court failed to appreciate this defence.

(7.7) The respondent failed to prove either Ex.A1 or Ex.A2 through independent attesting witnesses. Ex.A1, Ex.A2 and Ex.A3 were originally blank signed documents furnished only as security for a loan of Rs.1,00,000/– obtained while both parties were members of a Women's Self-Help Group. Owing to subsequent disputes between the parties, the respondent misused those blank documents by mentioning the sum of Rs.25,00,000/–. This defence was ignored by the Trial Court.

(7.8) None of the documents establish that the appellant borrowed such a huge amount. During cross-examination, the respondent stated that the appellant borrowed money on 01.11.2018 for constructing a house. However, the respondent also admitted in cross-examination that the appellant had completed construction and occupied the house in 2016 itself. This contradiction clearly shows that there was no necessity for the appellant to borrow Rs.25,00,000/- in 2018. The Trial Court failed to appreciate this vital contradiction.

(7.9) The documents marked as Ex.A7 to Ex.A12 do not relate to the date of loan. They do not establish that the respondent had sufficient financial resources to advance Rs.25,00,000/-. This aspect was also ignored. The Trial Court denied to give adequate opportunity for the appellant to adduce defence evidence and decided the case solely on the basis of the respondent's evidence. The Trial Court failed to consider that the cheque in question was not issued towards discharge of any legally enforceable debt or liability. Although the respondent failed to produce reliable oral or documentary evidence, the Trial Court erroneously held that the respondent had proved the case. The conviction and sentence were imposed without any legal basis or sufficient evidence and without any prima facie. The complaint itself ought to have been dismissed.

(7.10) It is therefore prayed to allow the appeal, to set aside the judgment dated 04.09.2025 passed by the Learned Judicial Magistrate, Fast Track Court at Magisterial Level, Thanjavur, in STC No. 202/2022 and to dismiss the respondent's complaint.

(8) On consideration of the complaint, evidence and other materials on record, the points arise for determination are as follows:

(i) *Whether the respondent / complainant fulfilled the statutory requirement for lodging the complaint against the accused as contemplated under Section 138 of the NI Act ?*

(ii) *Whether the appellant / accused has rebutted the presumption under Section 114 of the Evidence Act, and under Section 118 and 139 of the NI Act ?*

(iii) *Whether the appellant has signed the cheque ?*

(iv) *Whether the appeal can be allowed ?*

Answering to the 1st Point:

(9) The Section 138 of the NI Act contemplates as follows:

138. Dishonour of cheque for insufficiency, etc., of funds in the account. —

Where any cheque drawn by a person on an account maintained by him with a banker for payment of any amount of

money to another person from out of that account for the discharge, in whole or in part, of any debt or other liability, is returned by the bank unpaid, either because of the amount of money standing to the credit of that 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 that bank, such person shall be deemed to have committed an offence and shall, without prejudice to any other provision of this Act, be punished with imprisonment for [a term which may be extended to two years'], or with fine which may extend to twice the amount of the cheque, or with both:

Provided that nothing contained in this section shall apply unless —

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

(b) 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

(c) the drawer of such cheque fails 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.

(10) 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 aforesaid legal requirements:

Date of Cheque	Dates of Presentation for Collection of the Cheque under Section 138 of the NI Act	Dates of the Return Memos and the Reason for returning the Cheque	Date of the Statutory Notice issued to the accused by the complainant	Date of Receipt of the Statutory Notice and Date of Reply Notice issued by the accused to the complainant	Date of the Fifteenth Day from the Date of the Reply for the Statutory Notice as per the Section 138(c) of the NI Act	Date of Cognizance of the Complaint under Section 142(b) of the NI Act
21.04.2022	22.04.2022	25.04.2022 and Insufficient Funds	05.05.2022	06.05.2022 and no reply notice was issued by the accused	21.05.2022	08.06.2022

(11) In the case on hand, the accused has issued a cheque bearing No. 987329 dated 21.04.2022 for Rs.25,00,000/–, drawn on the Indian Overseas Bank, Nanjikottai Branch, towards the discharge of the said liability. The said cheque was presented for collection on 22.04.2022 through the complainant's account at the Union Bank of India, Thanjavur Branch, which was returned unpaid on 25.04.2020 with the endorsement "Insufficient Funds". Thereafter, a statutory notice dated 05.05.2022 was issued to the accused, which was duly received by him on 06.05.2022. The accused neither replied nor repaid the amount. 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 requirement for lodging complaint against the accused is fulfilled by the complainant under Section 138 of the NI Act. Therefore, there is no legal infirmity in the present case. I answered to the 1st Point accordingly.

Answering to the 2nd and 3rd Points:

For the convenience, the parties' nomenclature are used as before the Trial Court.

(12) The appellant herein has filed this appeal against the judgment dated 04.09.2025 in STC No. 202/2022 delivered by the Learned Judicial Magistrate, Fast Track Court at Magisterial Level, Thanjavur.

(13) The complainant was examined as PW1 and Ex.P1 to Ex.P12 were marked on the side of the complainant, and on the side of the accused, neither oral nor documentary evidence was marked.

(14) Ex.P1 is the document of undertaking dated 01.11.2018. It goes to show that the accused undertakes that she borrowed a sum of Rs.20,50,000/- from the complainant and agreed to repay the amount with interest within six months. Ex.P2 is the promissory note dated 01.10.2021. It goes to show that it was executed by the accused in favour of the complainant for the sum of Rs.25,00,000/-. Ex.P3 is the original cheque dated 21.04.2022 bearing No. 987329, drawn on the Indian Overseas Bank, Nanjikottai Branch. It goes to show that it has been issued by the accused to

the complainant for a sum of Rs.25,00,000/-. Ex.P4 is the original return memorandum dated 25.04.2022 issued by the Union Bank of India, Thanjavur Branch. Ex.P5 is the office copy of the statutory notice dated 05.05.2022 issued by the complainant through his counsel to the accused. Ex.P6 is the original acknowledgment card dated 06.05.2022. Ex.P7 is the certified copy of the sale deed dated 03.09.2012 executed by the complainant's father in favour of one Govindasamy. Ex.P8 is the statements of account of the Indian Bank dated 15.04.2023 from 01.07.2018 to 31.12.2018. Ex.P9 is the statements of account of the Muthoot Finance Ltd., dated 10.11.2023 from 01.01.2018 to 31.12.2018. Ex.P10 is the statements of account of the Manapuram Finance Ltd., dated 31.10.2023. Ex.P11 is the statements of account of the Union Bank of India dated 31.03.2023 from 01.01.2017 to 31.12.2018. Ex.P12 is the statements of account of the Indian Overseas Bank from 01.11.2017 to 31.12.2018.

(15) Furthermore, Section 139 of the NI Act and Section 118 of the Evidence Act, goes that presumption is in favour of the holder in cheque. Section 139 of the NI Act reads thus:

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.

(16) 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.

(17) After going through the materials available on record, it is seen that it is not in dispute that Ex.P3 is the cheque leaf supplied by the bank to the appellant / accused in respect of the account she was maintaining with the banker, namely Indian Overseas Bank, Nanjikottai Branch. It is also not in dispute that the signature found therein is that of the appellant / accused. Hence the accused is bound to rebut the same as per the Section 139 of the NI Act.

(18) Further, the PW1 through his evidence has deposed that the cheque was returned as “Funds Insufficient”. Further, the accused has not denied the issuance of Ex.P3 – Cheque to the complainant. Therefore, it is very clear that the Ex.P3 – Cheque was issued by the accused and the signature on the Ex.P3 is not disputed by the accused. Therefore, the statutory presumption under Sections 139 and 118 of the NI Act raised in favour of the complainant.

(19) Further, the case in hand, the accused has not proved the contrary that the cheque was not issued by her. Therefore, the presumption is in favour of the respondent / complainant. Therefore, the Ex.P3 – Cheque has been executed by the appellant / accused since she has not proved her claim through either documentary or oral evidence. Further, the appellant / accused has not given rebuttal evidence to prove her case.

(20) In this regard, I remind the principles laid down in *Authority*, 2010(4) CTC page 118 SC in the case *Rangappa Vs Sri Mohan*, the relevant portion para 14 to 15, the Hon'ble 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.”*

(21) It is seen that in this case, it is established that the signature in the Ex.P3 – Cheque is the signature of the accused. As already stated and also by the principles laid down by the Lordship, presumption under Section 139 of the NI 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.

(22) Further, the Judgment in *Tedhi Singh vs. Narayan Dass Mahant*, in CrI. A. No. 362 of 2022 dated 07.03.2022, wherein the Hon'ble Supreme Court has held that *“The Trial Court and the first Appellate Court have noted that in the case under Section 138 of the NI Act, the complainant need not show in the first instance that he had the capacity. The proceedings under Section 138 of the NI 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.”

(23) With this background, I have perused the evidence, documents and materials produced by both parties. It is seen that the appellant / accused submitted as, he has given the cheque to the complainant towards the discharge of the entire liability, however, I have found no materials or circumstances, placed before me to believe the version of the appellant / accused.

(24) The Section 20 of the NI Act reads as follows:

20. *Inchoate stamped instruments. —*

Where one person signs and delivers to another a paper stamped in accordance with the law relating to negotiable instruments 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 person 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 anything in excess of the amount intended by him to be paid thereunder.

(25) 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 in 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 Ex.P1 – 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.

(26) 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 follows:

“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.”

(27) However, in this case, it is not in dispute that Ex.P3 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.

(28) 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 her to disprove the allegations once a prima facie case is made out by the complainant.

(29) 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 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. Though it was denied by the accused, she has not chosen to prove it with sufficient evidences, documents and other materials.

(30) I have perused the evidences and documents and the materials on record. It is seen that the accused during questioning under Section 313(1)(b) of the Code of Criminal Procedure, 1973, replies as, simply denied the issuance of the cheque and said that she executed a blank signed cheque for receiving only a small amount; however, the cheque was filled with larger amount by the complainant. Further, it is seen that the complainant issued notice about the return of cheque, however 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 facts that the accused has to owe some amount to the complainant, and that he was being in debt with the complainant, and further that the accused had failed to prove that in what way the cheque of the accused gone into the hands of the complainant by way of evidences and documents. Further it is seen that the appellant / accused had failed to reply to the statutory notice

under Section 138 of the NI Act, which leads to the inference that there was merit in the complainant's case.

Hence, I hold that the appellant herein has not adduced any evidence as to rebut the presumption. Hence, I hold that the appellant has committed the offence under Section 138 of the Negotiable Instrument Act, 1880.

(31) The appellant / accused has to pay the amount within the statutory period that is within 30 days from the date of issuance of notice. Upon careful scrutiny of entire matters placed on record, the respondent / complainant has proved the guilt of the appellant / accused for the offence punishable under Section 138 of the NI Act beyond reasonable doubt.

(32) Therefore, the Trial Court has rightly come to the conclusion that the accused has committed the offence. The appellant / accused has failed to discharge her 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, 2nd and 3rd Points are answered.

Answering to the 4th point:

(33) Hence, this Court is inclined to dismissed this appeal, by confirming the conviction passed by the Learned Judicial Magistrate, Fast Track Court at Magisterial

Level, Thanjavur, in STC No. 202/2022 on 04.09.2025. Accordingly, the 4th Point is answered.

In the result, this Criminal Appeal is dismissed, and the Judgment of conviction and sentence dated 04.09.2025 delivered by the Learned Judicial Magistrate, Fast Track Court at Magisterial Level, Thanjavur, in STC No. 202/2022 is hereby confirmed. The Learned Judicial Magistrate is directed to secure the accused and to proceed in accordance with law.

This Judgment is directly dictated to the Stenographer Grade – III of this Court, directly typed by him on computer, corrected and pronounced by me in the open Court, on this the 4th day of August, 2026.

**Principal District and Sessions Judge,
Thanjavur.**

Copy to:– The Judicial Magistrate, Fast Track Court at Magisterial Level, Thanjavur.

Draft / Fair Copy of Judgment in
Crl. Appeal No. 121/2025
Prl. District and Sessions Court, Thanjavur.
Dated: 04.08.2026.