

Scrobb Jan 27/9/88
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CON FDI - G.O.

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(1) Number of pages 18.

(2) Date of repair

(3) Initials of the Referencer

TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

JUDL DEPARTMENT

CON FDI - G.O.

G.O. No. 2066
B.P. No.

Press
Mis.

Dated 27-9-1888

1888

Not to be folded or roughly handled

BSG

In the Presidency Magistrate's Court
(Black Town) Madras.

Before Mir Musarudin Saib Esquire

Presidency Magistrate.

Calendar No 16915 of 1886.

Complainant

Mr G. Prime

Charge

Against first accused

1stly. cheating section 417 I.P.C.

v.

Accused

2ndly. making a false de-
claration in respect of

1. Mahomed Abdul
Khader }

an insured cover for the
purpose of defrauding the
Post office on the 1st July
1886 at Madras.

2. Meerah Saib

Section 43 Act 14 of 1866.

Against 2nd accused.

Abetted the 1st accused
in the commission of the
above said offence of cheating

Sections 109 & 417 I.P. Code.

Prisoners plea:

Final order.

Dated
1886
December 20th

This is a case brought by Mr Prime the
Deputy Postmaster of Madras against Mahomed
Abdul Khader, and Meerah Saib, for pre-
senting a letter at the General Post office
purporting to contain two currency notes for
which appears to me to require much more

100 Rupees each, accompanied by a Declaration and signed to the effect that such letter contained two currency notes for 100 Rupees each and signed by the said Mahomed Abdool Cawder in the name of one Mahomed Hameefa Lubbay, the father of the said 1st accused.

2. Upon the faith of such Declaration, P. Subroya Pillai, 1st witness for the Prosecution and the Insurance clerk in the said Post Office granted a receipt for the said letter and it was insured in the sum of Rs 200. The said insurance clerk received the letter marked C from Sheera Saib the 2nd accused on the 1st July, he examined it carefully and found it to contain the following words written in English, "Certified value Rupees two hundred only. Rs 200 from Mahomed Hameefa Lubbay, Madras to P. A. V. Aboobaker Pillai Lubbay, Subbaray Pillai street, at Malapauliam", 5 sealing wax seals, one at each corner one in the center over the knot in the thread which had been passed through

the centre of the letter with a thimble in device on it. He satisfied himself that all the conditions of the Post Office Manual were fulfilled. He also received along with the letter a Declaration form duly filled in by the sender. He then sent for the Head clerk Mr Borganha who examined C with the Declaration and rolled the Declaration around it. He weighed the letter C and it weighed 7 Rates, he put this weight on the envelope B, and placed both into the insured envelope D which on being weighed was found to weigh 13 Rates; this weight was marked on it and he gave it to him enclosing the acknowledgment and the receipt portion of the Declaration form having given a receipt for the sender who brought the letter. He marked the letter C in blue pencil insured number 709 and the weight 7 Rates and put the Registration the obliterator and the Madras Post Office date stamp and gave the insured envelope D to the Head clerk Mr Borganha after which appears to me to require much amplification.

having stitched and sealed the same.

3. B Rungasawmy Aidiu (witness 4) Sub Post Master at Malapauliam speaks to having received C in the insured envelope D on the 3rd July, and also speaks to the seals and the stitches being intact and to the correctness of weight of C as mentioned on the envelope C. Saravanasperumal Pillai (witness 5) the postman to whom the letter C was handed for delivery, also corroborates the Sub Post Master by stating that the letter C was in good condition that the seals and stitches on C were intact when he received for delivery. Pullu Aboobaker Lubbay (witness 2) the addressee, also speaks to the fact of C being in good condition and the seals and stitches being intact, and that he signed an acknowledgement for the receipt of C. But on opening it in the presence of his partner Valium Pakker Tharagan, he to his great astonishment finds a letter with a statement of accounts

3 10/10
and blank brown paper with the impressions of the obliterator on it, instead of two currency notes, and that his partner Valium Pakker Tharagan read the letter, in which it was stated that two currency for 100 Rupees each have been enclosed. Upon this both Pullu Aboobaker Pillai Lubbay and his partner Valium Pakker Tharagan went taking C and its enclosure to the said Rungasawmy Aidiu the Sub Postmaster at Malapauliam and complained that they did not find the two currency notes for Rupees 100 each in C as mentioned in the letter C but found a blank brown paper in their stead, and sent a telegram to the sender Mahomed Hameeda Lubbay as to the not finding of the two currency notes for 100 Rupees each as mentioned in his letter. Two months after this 1st accused went to Malapauliam in respect of the said insured letter and paid 200 Rupees to Pullu Aboobaker Pillai Lubbay.

which appears to me to require much amplification

4. The accused call two witnesses for defence viz Mahomed Ishak and Mahomed Ibrahim Saib. Mahomed Ishak simply speaks to the fact of his having written the English portion of the writing on the envelope C on the faith of what the 1st accused stated to him, and that the envelope C was empty at the time. Mahomed Ibrahim Saib states that he paid Mahomed Hameeda Lubbay 400 Rupees for skins sold. The money was paid as follows, 3 currency notes for 100 Rupees each, two currency notes for 10 Rupees each, and the rest 80 Rupees in silver on the 14th June or 26th June. These facts bespeak to from memory having no memorandum whatever showing the numbers of the notes.

5. The accused who have insured their letter ought to have on the receipt of a telegram from the addressee gone to the Post office authorities and taken them to task and claimed the 200 Rupees in as much

as they have insured the letter for that amount. The evidence of the 1st witness for the prosecution having been fully corroborated by the Head Clerk Mr. Bargun Jungasawmy Maide the Sub Post Master of Malapauliam and the addressee Pulles abboobaker Pillai Lubbay, and the conduct of the accused in not taking the least step to recover the money from the Post office on the receipt of a telegram from the addressee of the nonfinding of the two currency notes for 100 Rupees each, alleged to have been enclosed in the letter are sufficient grounds to induce me to come to the conclusion that the accused have not enclosed the two currency notes for 100 Rupees each, as alleged by them in their letter; but that they furnished the Post office with a false certificate in order to defraud the said office contrary to section 43 of Act 14 of 1866 and cheating under section 417 Indian Penal Code.

which appears to me to require much amplification.

4. I therefore convict the 1st accused under
Section 417 Indian Penal Code and section
43 of Act 14 of 1866 and sentence him to
pay a fine of 250 Rupees in default to
suffer 6 months rigorous imprisonment
and the 2nd accused under sections 109 &
417 Indian Penal Code and sentence him
to pay a fine of 50 Rupees, in default to
suffer 2 months rigorous imprisonment.

(Signed) Mir Ansarudin
Presidency Magistrate

(True Copy)

District Magistrate

Copied by
H. H.

which appears to me to require much amplification

No.

In a letter from the Collect-
or of the Chingleput District
to the *Chief Secy of the*
Judicial Dept
No. *736* dated *17 Sept 88*
under

SUBJECT.

Very respectfully
Yours

22090/1/88

Chingleput District Magistrate's Office,
SAIDAPET, *17 September 1888*.

No. *735* of *1888*
Magle

CURRENT NO. *4090*

FROM

C. M. Mulla Esquire

MAGISTRATE OF THE

CHINGLEPUT DISTRICT.

TO

The Chief Secretary

to Government

Judicial Department,
Madras.

Sir,

In continuation of my letter to you dated
14th September 1888, I have the honor to state that
on further consideration, I find that section
199 I.D.C. will not apply.

The words of that section are "bound on
authorized by law to receive as evidence of
any fact." but there is no law directing that
declarations in insurances, shall be given;
the present insurance business has been
introduced by Government in its executive
capacity, and the rules framed have not
the force of law. This prominently brings to
notice the defects of the Post Office Act
which appears to me to require much amplification.

7266
cases such as the present, are somewhat rare, but I enclose a judgment of the late Presidency Magistrate, Mr Mir Ansaruddin Sahab in a similar case. Here, the Defendant was found to have made a false declaration by saying that a letter contained two notes for Rupees 100 each, whereas it really contained only brown paper. He was found guilty under section 417 I.P.C. and section 43 Act XIV of 1866 and fined Rs 250. This sentence appears to me to be quite inadequate to the offence, but it is probably due to some extent to the defects of section 43. In the present case, as the Sub Magistrate Mr. Jayappa Iyengar has given a statement to the Divisional Magistrate of Srivilliputhur on solemn affirmation, this might form the basis of proceedings under section 193 I.P.C. but the better course appears to be under cheating and thereby obtaining a valuable security viz the receipt on which he can claim Rs 60000. I have the honor to be,

Sir
Your most obedient servant

Emilead
District Magistrate

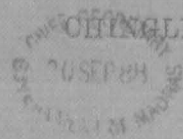
Copy to
5/11

CURRENT NO 4090

Judicial Dept

FROM

THE COLLECTOR OF THE
CHINGLEPUT DISTRICT.



TO

Chief
THE SECY. TO GOVERNMENT,
Judicial DEPARTMENT,
MADRAS.

Dated 14th }
Despatched } September 1888
Received 20 }

Enclosure No. 435
Inagti 88
ENCLOSURES

RECORDED

SUBJECT.

10 SEP 89

Submitting that section
199 I.O.C will not apply to the
case of Jayappa Iyengar.

To wait return of previous
papers
14/9
24/9/88

The papers are for

N^o 2066
27 Sep/88

Recorded in continuation of 80. 22 Sept 88
no. 2014

14/9
25 Sept
26 Sept

[7] No. 123A
9 1788
ORDINARY, MS.

<i>Tudh.</i>	DEPARTMENT.
G.O., DATED 27. 9. 88	
No. 2066	

Confidential

When given for copying

[Despatch Abstract.]

Trincomally Post Office
Case

9 Directs

P.O. 168