

IN THE HIGH COURT OF JUDICATURE AT MADRAS

CORAM:

Reserved on	21.12.2016
Judgment Pronounced on	02.01.2017

THE HONOURABLE MR.JUSTICE **M.VENUGOPAL**

Crl.A.No.7 of 2014

Arumugam

..Appellant / Complainant

Vs.

K.S.Sampath Kumar

..Respondent / Accused

Prayer: Criminal Appeal filed under Section 374 of Cr.P.C., against the Judgment made in C.A.No.239 of 2012 on the file of the Learned 4th Additional District and Sessions Judge, Coimbatore dated 03.07.2013 reversing the Judgment made in STC No.89 of 2012 on the file of the Fast Track Magistrate No.II, Coimbatore dated 20.07.2012 and convict the Accused.

For Appellant : Mr.M.Easan

For Respondent : Mr.C.S.Dhanasekaran

J U D G M E N T

The Appellant / Complainant has preferred the instant Criminal

Appeal before this Court as against the Judgment dated 03.07.2013 in Criminal Appeal No.239 of 2012 passed by the Learned 4th Additional District and Sessions Judge, Coimbatore.

2. The Learned 4th Additional District and Sessions Judge, Coimbatore while passing the Impugned Judgment in Criminal Appeal No.239 of 2012 (filed by the Respondent / Accused) on 03.07.2013 at Paragraph No.16 had observed the following:

“16. So in this circumstances it is the duty of the complainant to mention the correct particulars, about date, time and place of borrow. So in the absence of such particulars, his case that the cheque was issued to him towards a legally enforceable liability cannot be accepted. There is a probability that a cheque was issued to D.W.3 and in turn it was placed in the hands of the complainant. It is not the case of the complainant that he became a holder in due course. So in the absence of such a plea he cannot sustain his case against the accused. So in all probability there is a genuine doubt with regard to the availability of a liability by the accused towards the complainant. So I hold that the complainant has failed to prove his case that the cheque was issued to him to discharge a liability. So when there is no liability towards the complainant the offence under Section 138 N.I.Act is not attracted against the accused. So this point is answered that the complainant has failed to prove that the accused has committed an offence

under Section 138 N.I.Act.”

and consequently allowed the Appeal by setting aside the conviction and sentence passed by the trial court. In fact, the Respondent / Accused was acquitted in respect of an offence under Section 138 of Negotiable Instrument Act and further the fine amount if any paid by the Respondent / Accused was directed to be refunded to him.

3. Earlier, the Learned Judicial Magistrate FTC (Magisterial Level II), Coimbatore in STC No.89 of 2012 on 20.07.2012 at Paragraph Nos.18 to 20 had observed the following:

“18. Just because the accused has issued a reply does not mean the presumption is to be held rebutted. Our Apex court has held in 2002 SCC (CrI.) 14 K.N.Beena /Vs/. Muniyappan and another that mere denial or rebuttal by the accused in the reply to the legal notice is not enough and the accused has to prove by cogent evidence that there was no debt or liability. The accused must withstand the stand taken by him and thereby create doubt which would last till the end. But in the case, the accused though started well, could not sustain the momentum and failed to rebut the presumption. D.W.2 is only a chance witness and his presence along with the accused on the day accused met kaliappan (DW3) is not even suggested to DW3. DW2 deposes what has been tutored to him and his examination does not change any thing in the case

of the accused, not in his favor nor as against him.

19. Finally the accused would present an argument that the cheque number in this case has been mentioned differently in the complaint and in the chief of P.W.1. But when the same is considered the cheque detail along with the presentation, return date, and issuance of notice have been specified clearly in the first page of the complaint and the supportive documents, namely the return memo and legal notice mention the cheque number clearly. Hence this contention of the accused will not help him to rebut the presumption or to hold that the complaint is not proper as per law.

20. Only when the presumption stands rebutted, the burden shifts on to the complainant to prove his case to the hilt, without the aid of Section 139. Sine the presumption still holds good, the final conclusion is, the accused is found guilty for the offence u/s 138 NI Act.”

and ultimately found the Respondent / Accused guilty in respect of an offence under Section 138 of Negotiable Instruments Act, 1881 and sentenced him to undergo Three Months Simple Imprisonment and further directed him to pay a fine of Rs.3,000/-, in default of payment of fine, he was directed to undergo One Month Simple Imprisonment.

4. The Appellant / Complainant (as an affected person) relating to the Judgment of the First Appellate Court in Criminal Appeal No.239 of

2012 dated 03.07.2013 has projected this instant Criminal Appeal No.7 of 2013 before this Court by taking a plea that it was clearly established by the Appellant / Complainant's side, of course, based on facts and evidences produced before the trial court that the Respondent / Accused had committed an offence punishable under Section 138 of Negotiable Instruments Act, 1881.

5. It is represented on behalf of the Appellant that the Respondent / Accused never presented relevant documentary and oral evidence to prove his innocence. In fact, D.W.2 was an 'Hearsay Witness.' Moreover, D.W.3 had turned hostile, who is in favour of the Appellant, which facts were not appreciated by the First Appellate Court in a proper and real perspective.

6. The Learned Counsel for the Appellant takes a forceful plea that the Respondent / Accused had not denied his signature in the cheque issued and in fact he had admitted his signature in the cheque. Therefore, the trial court had rightly convicted the Respondent / Accused for the 'Legally Enforceable Debt' owed by him to the Appellant by the overwhelming facts of the case, which were overlooked by the First Appellate Court resulting in miscarriage of justice.

7. The Learned Counsel for the Appellant proceeds to contend that as per the Respondent / Accused's statement, the case cheque was issued by him to one Kaliappan and not to Appellant / Complainant. However, the cheque details pertaining to Issuance of Cheque, Books of Account, Depicting Business Transactions between the Respondent / Accused and afore stated Kaliappan were not produced before the trial court, but these relevant facts were not taken into consideration by the First Appellate Court at the time of passing the Judgment in C.A.No.239 of 2012.

8. The Learned Counsel for the Appellant cites the decision of Hon'ble Supreme Court (Three Judges Bench) Rangappa V.Sri Mohan reported in (2010 (2) MWN (Cr.) DCC) at Page 5 and at Special Page No. 13 wherein it is held that 'Presumption' mandated by Section 139 of Negotiable Instrument Act includes existence of a 'Legally Enforceable Debt'. Further in the aforesaid decision at Page Nos. 13 and 14 at Paragraph No.15 it is observed as follows:

“15. Coming back to the facts in the present case, we are in agreement with the High Court's view that the accused did not raise a probable defence. As noted earlier, the defence of the loss of a blank cheque was taken up belatedly and the accused had mentioned a different date in the 'stop payment' instructions to 'stop payment' instructions to his bank.

Furthermore, the instructions to 'stop payment' had not even mentioned that the cheque had been lost. A perusal of the trial record also shows that the accused appeared to be aware of the fact that the cheque was with the complainant. Furthermore, the very fact that the accused had failed to reply to the statutory notice under Section 138 of the Act leads to the inference that there was merit in the complainant's version. Apart from not raising a probable defence, the appellant -accused was not able to contest the existence of a legally enforceable debt or liability. The fact that the accused had made regular payments to the complainant in relation to the construction of his house does not preclude the possibility of the complainant having spent his own money for the same purpose. As per the record of the case, there was a slight discrepancy in the complainant's version, in so far as it was not clear whether the accused had asked for a hand loan to meet the construction – related expenses or whether the complainant had incurred the said expenditure over a period of time. Either way, the Complaint discloses the prima facie existence of a legally enforceable debt or liability since the complainant has maintained that his money was used for the construction – expenses. Since the accused did admit that the signature on the cheque was his, the statutory presumption comes into play and the same has not been rebutted even with regard to the materials submitted by the complainant.”

9. In response, the Learned Counsel for the Respondent / Accused

submits that the First Appellate Court had clearly observed in the Impugned Judgment in C.A.No.239 of 2012 to the effect that the evidence of D.W.3 does not lend any support to the Respondent / Accused and further he had turned 'Hostile'. Also it is the stand of the Respondent / Accused that the First Appellate Court had clearly opined in his Judgment in Criminal Appeal No.239 of 2012 at Paragraph No.14 to the following effect:

“14. If really, the cheque was not issued to D.W.3 he would have immediately responded by way of proper reply stating that he was not in possession of such a cheque. His answer that since he is not concerned with the cheque he failed to reply notice assumes importance. When we take this important circumstance coupled with the evidence of D.W.3 then we can easily conclude that D.W.3 and the complainant are colluding together.”

and therefore it came to a right inevitable conclusion that the stand of the Respondent / Accused was quite probable one and that the cheque was not issued to the Appellant / Complainant in respect of a 'Legally Enforceable Debt'.

10. In short, the stand of the Respondent is that the Appellant / Complainant had failed to establish his case that the cheque was issued in his favour, on discharging a liability and ultimately, the 4th Additional District

and Sessions Judge, Coimbatore allowed the Appeal by setting aside the conviction and sentence imposed by the trial Court, which may not be dislodged by this Court at this distance point of time.

11. The Learned Counsel for the Respondent / Accused cites the decision of Hon'ble Supreme Court in C.Antony V. K.G.Raghavan Nair (AIR 2003 SCC at Page 182) whereby and where under it is observed and laid down as follows:

“Though the appellate Court has full power to review the evidence upon which the order of acquittal is founded, still while exercising such an appellate power in a case of acquittal. The appellate Court is under an obligation to first come to the conclusion that the conclusions arrived at by the trial Court for good reasons are either unreasonable or contrary to the material on record. In the absence of any such finding the High Court could not take a contra view merely because another view was possible on the material on record.

In the instant case the complaint of dishonour of cheque was dismissed by trial Court on finding that the complainant has failed to establish the advancement of money to the drawer of cheque and that the version of drawer of cheque that blank cheque given to a third person was misused by complainant was found to be true. The High Court in appeal against acquittal without coming to the conclusion that the findings given by the trial Court are either irrelevant or contrary to

material on record reappreciated evidence on a totally different perspective and reversed the order of acquittal. The order of High Court was, therefore, unsustainable.”

12. He also seeks in aid of the decision of this Court in (2007) 2 MLJ (Crl) 1684 at Special Page 1685 it is held as follows:

“Burden is heavily on the complainant to show that on the date of drawal of cheque in favour of the complainant there was legally enforceable subsisting debt or other liability in favour of the complainant against the accused.”

13. To appreciate the controversies in a proper and real perspective, it is useful for this Court to make a relevant mention to the deposition of witnesses, who were examined in the main case, before the trial court.

14. P.W.1 (the Appellant / Complainant) in his evidence had deposed that he knows the Respondent / Accused, who had given Ex.P.1, Cheque and the Return Memo of the Bank was Ex.P.2 and Ex.P.3 was the Lawyer's notice issued to the Respondent / Accused and Ex.P.5 was Reply given by the Respondent / Accused to Ex.P.3.

15. It is the further evidence of P.W.1 that the Respondent / Accused

residing at Somanur and that he does not specifically know in which place at Somanur, the Respondent / Accused is residing and that he had stated that it was correct to state that both in the Complaint as well as in the Notice he had mentioned that the Respondent / Accused is carrying on 'Rice Business'. Moreover, he had stated that he does not know about the full details of the Respondent / Accused and his family.

16. Added further, P.W.1 (Appellant / Complainant) had proceeded to state in his evidence that in his complaint at Paragraph No.4 he had stated that the Respondent / Accused had given a Centurian Bank cheque bearing No.4707077 to him and if it is stated as wrong one, then, it is wrong. Apart from that, it is the evidence of P.W.1 that it was not correct to state that the cheque in question was issued in favour of one Kaliappan and further he had deposed that it was correct to state that he had filled up the cheque in his favour given by the Respondent / Accused.

17. D.W.1 (the Respondent / Accused) in his evidence had deposed that he is carrying on the Rice Business and that Kaliappan belong to Kadupattipalayam is carrying on 'Whole Sale' Rice Business and he used to pay to him the amount available with him to the said Kaliappan and for the balance he used to give cheque as security and this goes on for seven

years and further that on 23.08.2005 the complainant had supplied 20 bags of Ponni Rice (weighing 75 kgs) valued at Rs.28,400/-, IR 20, 7 bags (weighing 1000 kgs) valued at Rs.7,000/-, SS brand 25 Kgs, 11,775 amounting in all to Rs.47,275/- and on that day itself he gave him the sum of Rs.2,275/- to him and for the balance amount of Rs.45,000/- he had issued a cheque dated 19.09.2005 of Centurian Bank (Ch.No.407076) and only towards balance amount as security he had issued the cheque and after payment of balance amount the practice was to return the cheque.

18. D.W.1 adds in his evidence on 25.09.2005 he had paid the money in his rice shop and when he demanded the return of the cheque, he was informed that within 4 days, it would be returned and on that day, the complainant had brought the cheque and inspite of making several payments for return of the cheque, the complainant informed him that he would come and handover the cheque and ultimately he issued Ex.D.1, Notice and Ex.D.2 was the Acknowledgement and for the Ex.D.1, Notice, the Appellant / Complainant had not issued a Reply.

19. Besides the above, D.W.1 in his evidence had stated that he does not know the present complainant directly and he does not know

where the Appellant / Complainant is there and that he had issued the cheque to one Kaliappan and in the said cheque he had specified the date and affixed his signature and further that he is not liable to pay the amount to the Appellant / Complainant. That apart, he had deposed that he had not lodged a police complaint because of the fact that for many number of years, along with Kaliappan he is carrying on the rice business.

20. D.W.2 in his evidence had deposed that the Respondent / Accused used to buy rice in whole sale from Kaliappan and would pay the amount that was in his possession and for the balance he used to issue cheque and after payment of money he used to get back the cheque and he had seen this on numerous occasions when he had been to his shop. It is further evidence of D.W.2 that during the year 2005 last when he went to the Respondent / Accused's shop at that time, the latter informed him that he had given money to Kaliappa Gounder but he had not return back the said cheque etc.,

21. D.W.2 (in his cross-examination) had deposed that he is not having account in the bank but he knows the proceedings of the bank and that he does not know on what date, the Appellant / Complainant had issued Lawyer's Notice and for the Appellant / Complainant's notice, on

what date, the Respondent / Accused had issued reply he does not know.

22. D.W.3 (Kaliappan) in his evidence had deposed that the Respondent / Accused was doing the rice business with him for two or three years and the Respondent / Accused when he purchased rice from him used to tender money (when he was in possession) and when he was not in possession of money, he used to issue cheque and it is not correct to state that after payment of money the Respondent / Accused would get back the cheque etc.,

23. It is the further evidence of D.W.3 that he used to deposit cheque issued by the Respondent / Accused for collection and to realise money. Apart from that, D.W.3 had deposed that on 23.08.2005, the Respondent / Accused, for a sum of Rs.45,000/- had not handed over the cheque bearing No.407077 to him (towards purchase of rice and that he had deposited the cheque received by him and realised the same).

24. In fact D.W.3 (in his cross-examination) had deposed that it was not correct to state that he supplied rice on 23.08.2005 for Rs.47,275/- to the Respondent / Accused for which the Respondent / Accused paid a sum of Rs.2,277/- and for the remaining amount, the cheque was given for

Rs.45,000/-. Further D.W.3 had stated that since he had no connection whatsoever with the case cheque he had not taken further proceedings and therefore had not given any reply to Ex.D.1, Lawyers Notice dated 08.11.2005 (issued to Kaliappan on behalf of the Respondent / Accused).

25. At the outset it is to be pointed out that the term 'Cheque' is defined under Section 6 of the Negotiable Instruments Act, 1881. Indeed, the offence under Section 138 of Negotiable Instruments Act is a statutory one and moreover the ingredients of Section 138 of Negotiable Instrument Act excludes the concept of 'Guilty Mind'. To put it precisely, Section 138 of the Negotiable Instruments Act creates a strict liability. As a matter of fact, Section 140 of the Negotiable Instrument Act excludes the defence to be taken by a 'Drawer' that he had no reason to believe that when he issued a cheque the same may be dishonoured 'Presentment' for the reasons assigned in Section 138 of Negotiable Instruments Act. Also that, the mental make up of an accused, his reasonable beliefs and knowledge are not necessary elements in respect of an offence under Section 138 of the Negotiable Instruments act, as opined by this Court.

26. It is to be remembered that Section 138 of Negotiable Instruments Act provides for a penalty where a cheque was dishonoured

owing to the reason of 'Insufficient Funds'. In reality, the cheque in question is to be by means of payment of a 'Legally Enforceable Debt or Liability'. As such, it is the prime duty of a complainant to show that only for the subsisting debt or for an subsisting liability, the cheque was drawn by the Accused. One cannot ignore an essential fact that Section 139 of Negotiable Instruments Act enjoins on the Court to presume that the holder of the cheque received it for the discharge of debt or liability and that the burden was on the accused to rebut the presumption.

27. It is to be pointed out that criminal course are there to protect innocent and punish 'Offenders' found 'Guilty'. If in a given case, the averments unerringly point out about the commission of criminal offence / offences then, the complaint ought not to be dismissed even if a civil remedy is available in Law. Besides these, a mere possession of cheque was not sufficient to become an 'Holder' and a person becomes an 'Holder' only when the ingredients of Section 8 of Negotiable Instruments Act were fulfilled. Only a 'Payee' or an 'Holder in Due Course' could be a complainant when a cheque was dishonoured. The civil liability 'for dishonour of cheque' is distinct one from that of penal liability, as opined by this Court. In order to attract Section 138 of Negotiable Instruments Act, the dishonoured cheque should have been issued in whole or in part of any

debt or any other liability of the drawer to the payee.

28. In Law, the act of issuing a cheque cannot be considered as starting point in respect of commission of an offence. A dishonour of cheque ipso facto by itself does not give rise to a 'Cause of Action'. Admittedly, there is a structural defect in respect of the issuance of cheque, certainly an offence under Section 138 of Negotiable Instruments Act is not made out, as opined by this Court. The failure to pay the amount in question within 15 days on receipt of notice alone is the 'Cause of Action'.

29. It cannot be ignored that an Accused is entitled to maintain silence and undoubtedly 'Onus of Proof' in a criminal case is quite different.

30. Based on a defective notice against an accused no proceedings could be initiated. It is to be pointed out that a cheque partly written but signed by a account holder and the remaining filled up by another, the same is perfectly valid in Law, as per Section 10 of the Negotiable Instruments Act, 1881.

31. This Court aptly points out that a cheque is a Bill of Exchange drawn on a Banker available on demand. Also an instrument may be a

cheque although drawn by a bank itself. It is to be taken note of that an Accused need not go into the witness box and adduce evidence. He has a right to keep quiet and the 'Burden of Proof' in a criminal case is different from that of a civil case. When an accused has raised a defence for having issued a blank cheque, as security, then, the burden lies on him to establish on the date of cheque no sum was due from him to be made to the complainant.

32. It is to be pointed out that if a cheque is issued for security or for any other purpose, the same would not come within purview of Section 138 of Negotiable Instruments Act as per decision of **Hon'ble Supreme Court in M.S.Narayana Menon V. State of Kerala (2006) 6 SCC at Page 39.** The words employed in Section 138 of N.I. Act namely 'for Discharge of any Debt or Other liability' refers to an existing ascertained liabilities.

33. This Court relevantly points out that when once an accused admits his signature on the cheque, then, the statutory presumption under Sections 118 and 139 of N.I. Act comes into operative play, undoubtedly, an existence of Legally Recoverable Debt is not a matter of presumption under Section 139 of N.I. Act. In a case of prosecution being launched under Section 138 of N.I. Act, the onus lies on the Complainant to prove

his case beyond shadow of doubt, certainly the Concerned Respondent / Accused can take defences by means of 'Preponderance Of Probabilities' .

34. In the complaint, the Appellant / Complainant had mentioned about the hand loan and the date of borrowal as 19.09.2005 for Rs.45,000/- and the handing over of case cheque by the Respondent / Accused on 19.09.2005 to the complainant. But he had not mentioned about the time and place of purported borrowal by the Respondent / Accused. Moreover in the complaint, the Appellant had stated that the Respondent / Accused for development of his business and for family expenses had availed the hand loan in question.

35. In the present case, the date of return of cheque was on 08.11.2005. Even the date of Ex.D.1 – Notice issued to Kaliappan by the Respondent / Accused bears the date 08.11.2005.

36. The stand of the Respondent / Accused is that prior to the 'Notice of Dishonour' Ex.D.1- Notice was issued by him to D.W.3 whereby and where under the demand was made for the return of blank cheque. However, no reply was sent in this regard. But one cannot relegate a

candid fact in the present case, viz., that D.W.1 turned hostile and he had deposed to the effect that he does not remember whether he had supplied rice to the Respondent / Accused on 23.08.2005 and this utterance without any haziness point out that he had completely leaned in favour of the Complainant. Under this circumstance, he was treated as a 'Hostile Witness'.

37. That apart, it is to be noted that as per Section 34 of the Indian Evidence Act, 1872 the entries in Books of Accounts are not independent evidence but it can be made use of as a corroborative evidence, when there is other available evidence pertaining to facts sought to be established. Also that if an entry in the account books is established to have been made in the ordinary course of business, it is material corroboration of witnesses speaking to the fact as per decision **49 IC 756**.

38. As far as the present case is concerned, Ex.P.1, Cheque is for Rs.45,500/- dated 19.09.2005. In Ex.P.1, Cheque the name of the Respondent / Complainant is mentioned in Tamil as 'Arumugam' but the Appellant / Complainant's initial was mentioned as 'R' in English. But in the said cheque the sum of Rs.45,500/- was stated in Tamil. Further, the number of the Ex.P.1, Cheque was mentioned as 407077. In Ex.P.1,

Cheque the signature of the Respondent / Accused was seen in Tamil. It is to be noted that the Respondent / Accused as D.W.1 before the trial court had deposed that he had issued a Centurian Bank Cheque bearing No.407076 for Rs.45,000/- dated 19.09.2005 to Kaliappan for the balance amount as security. Even in Ex.D.1, Lawyer's Notice dated 08.11.2005 issued on behalf of the Respondent / Accused to one Kaliyappan, the Cheque Number was mentioned as 407077 drawn on Centurian Bank as security for a sum of Rs.45,000/- and that the date of the Cheque was mentioned as 19.09.2005.

39. At this juncture, this Court significantly points that in Ex.P.1, Cheque Number was mentioned as 407077. But the cheque amount was mentioned as Rs.45,500/- In Ex.D1, Lawyer's Notice, the amount was mentioned as Rs.45,000/- there is a minor discrepancy / variance in amount.

40. Besides this, it is to be pointed out that D.W.3 (Kaliyappan) in his evidence had stated that from the year 2003 - 2005 he was at Kaduvettipalayam near Somanur at Coimbatore District and during that time, he was doing whole sale business and that he knows both the Appellant / Complainant and the Respondent / Accused and that the

Respondent / Accused was carrying on the rice business in retail and for the said business he used to buy different varieties of rice from him and for 2 or 3 years he had business transactions with him. It is the further evidence of D.W.3 that when the Respondent / Accused used to purchase rice from him, he used to pay money and when he had no money, he issued cheque and he used to deposit a cheque for realising the same and that the Respondent / Accused had not given him the cheque for Rs.45,000/-. Further he had stated that he does not remember whether he had supplied rice to Respondent / Accused on 23.08.2005.

41. In the instant case on hand, the Appellant / Complainant as P.W.1 had admitted in his evidence that he had not given any reply to Ex.P.5, Reply Notice dated 28.11.2005. The very fact that the Appellant / Complainant had not issued any reply to Ex.P.5 and coupled with his evidence as P.W.1 before the trial court that he does not know at Somanur where the Respondent / Accused is residing and further he does not know about the full details of the Respondent / Accused and his family indicates that the defence taken on behalf of the Respondent / Accused that the cheque was not issued to the Appellant towards a 'Legally Enforceable Debt' is quite a probable one.

42. Moreover it cannot be forgotten that D.W.3 had turned hostile and under normal circumstance, the Appellant / Complainant as a prudent and rational person should have given a reply stating that he was not in possession of the cheque mentioned by the Respondent / Accused. Moreover the non-issuance of reply creates an adverse circumstance against him. That apart, in the absence of details like the time, and place of borrowing, the plea taken on behalf of the Appellant that the cheque was issued in his favour by the Respondent / Accused in respect of a 'Legally Enforceable Liability' is unworthy of credence.

43. Suffice it for this Court to point out that the Appellant / Complainant had failed to establish his case that the case cheque in question was issued in his favour to discharge a liability. Viewed in that perspective, the finding of the trial court that the Appellant / Complainant had failed to establish his case that the Respondent / Accused had committed an offence under Section 138 of Negotiable Instruments Act does not suffer from any legal infirmities. Consequently, the Criminal Appeal fails.

44. In fine, Criminal Appeal is dismissed.

02.01.2017

Index: Yes/No

Internet: Yes/No

ssd

M.VENUGOPAL,J.,

ssd

To

1. Learned 4th Additional District and Sessions Judge,
Coimbatore
2. The Fast Track Magistrate No.II,
Coimbatore
3. The Public Prosecutor, High Court, Madras.
4. The Section Officer,
Records Section
High Court, Madras

Pre-Delivery Judgment in
Crl.A.No.7 of 2014

02.01.2017

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