

Crl.O.P.No.12751 of 2020
in
Crl.A.No.SR 21919 of 2020

P.N.PRAKASH,J.

This case is taken up through video conferencing.

2. From a reading of the Trial Court judgment, it is seen that the accused had taken a defense that he has borrowed Rs.40,000/- from the complainant, executed a promissory note and issued the impugned cheque. The loan was repaid to the complainant and the complainant returned only the promissory note and not the cheque. When according to the accused, the complainant returned the promissory note to him, the finding of the Trial Court that the complainant should have marked a photocopy of the promissory note, appears perverse. Hence, leave granted.

3. The Registry is directed to number the appeal, if the same is otherwise in order.

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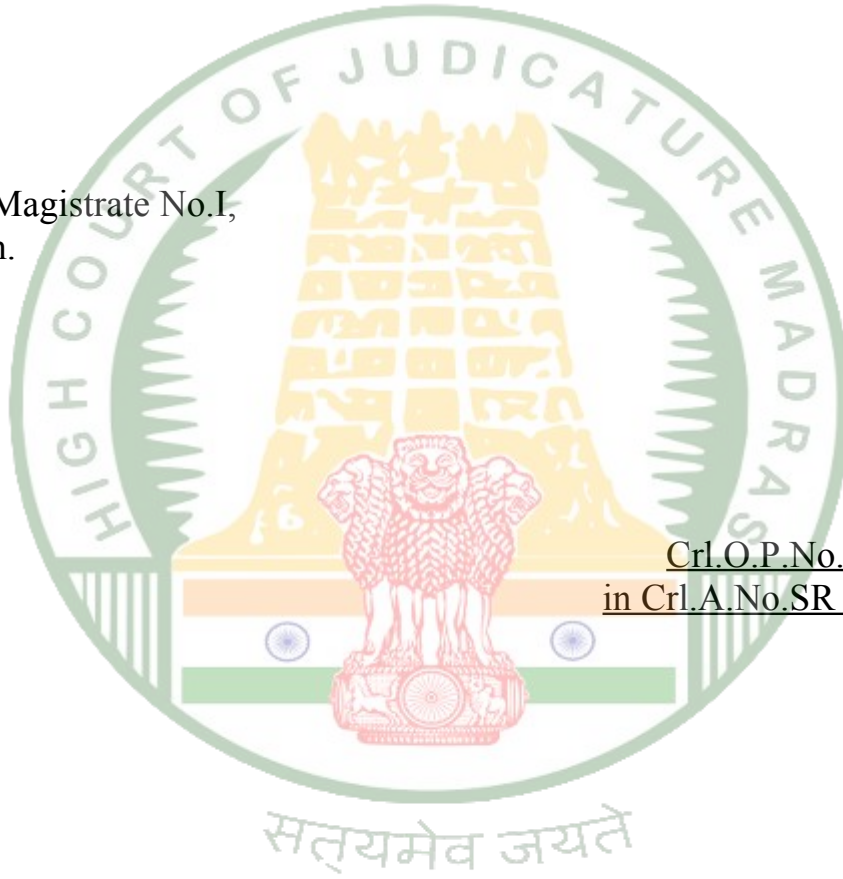
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P.N.PRAKASH, J.

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To

The Judicial Magistrate No.I,
Chidambaram.



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