

## Sri.Krishnamurthy.M vs Sri.Suresh.Y on 13 September, 2019

IN THE COURT OF XX ADDL.CHIEF METROPOLITAN  
MAGISTRATE AT BENGALURU CITY

Dated this the 13th day of September 2019

PRESENT: KALPANA.M.S.,

B.Sc., LL.M.,

XX ADDL. C.M.M.  
Bengaluru.

C.C.No.30835/2017

Complainant : Sri.Krishnamurthy.M,  
S/o Late.Muniswamy,  
Aged about 54 years,  
R/at No.35, 5th Cross,  
4th Main Road,  
Sampangiramanagar,  
Bengaluru - 560 027.

Vs.

Accused : Sri.Suresh.Y,  
No.62/1, Krishna Nilaya,  
8th Cross,  
Sampangiramanagar,  
Bengaluru - 560 027.

And also at:

Rakshitha's Hot Chips,  
No.61, Nandavana,  
E-Street, Jogupalya,  
Halasuru,  
Bengaluru - 560 008.

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C.C.30835/2017

Offence complied of : U/S. 138 of N.I. Act.,

Plea of accused : Pleded not guilty

Final Order : Accused is Convicted

Date of Order : 13-09-2019

## JUDGMENT

The complainant has filed this complaint under section 200 of code of criminal procedure read with section 138 & 142 of the Negotiable Instruments Act ( in short referred as "N.I. Act") against the accused alleging that, he has committed the offence.

02. The sum and substance of the complaint, is as follows;

The accused is known to the complainant from several years. On 10.10.2014, the accused had obtained hand loan of Rs.12,00,000/- from the complainant to improve his business and agreed to pay the interest at the rate of 1.5%. Complainant paid the said amount by way of cash and accused executed On Demand Promissory note and consideration receipt, acknowledging the receipt of the accused. The accused regularly paying the interest to the complainant as agreed and later in the month of April 2017, the accused stated his inability to pay the interest and requested the complainant for one time settlement. Hence, complainant had agreed to receive only principal amount of Rs.12,00,000/-. In this regard, towards discharge of his liability, accused has issued a cheque bearing No.321329 dated 15.09.2017 for Rs.12,00,000/-, drawn on Canara Bank, Halasuru Branch, Bengaluru. Complainant presented the said cheque for encashment through his banker i.e., State Bank of India, Sampangiramangar, Bengaluru and the said cheque returned with an endorsement "Funds Insufficient", dated 16.09.2017. Thereafter, complainant got issued legal notice on 10.10.2017 to accused. The notice was duly served to the accused on 14.10.2017. Accused neither complied nor replied the notice. Accused intentionally not maintained sufficient amount in his bank account to honour the cheque issued in favour of the complainant towards discharge of legally enforceable debt. On these allegations, present complaint is filed.

03. After filing of complaint, this court perused the documents and taken cognizance for the offence punishable under section 138 of Negotiable Instrument Act, sworn statement of complainant was recorded. Being satisfied that there are prima-facie materials to proceed against accused, summons was issued. After appearance, accused enlarged on bail and plea was recorded as per section 251 of Cr.P.C. Accused has not stated the defence.

04. Learned Counsel for complainant prays to treat sworn statement as examination-in-chief and to consider the documents marked as Ex.P.1 to 16. Rental agreement is marked as EX.C.1. The statement under section 313 of code of criminal procedure is recorded, read over and explained to the accused. The defence of the accused is total denial. Further, accused and his wife were examined as DW.1 & DW.2 and got marked documents from Ex.D.1, Ex.D.2 and Ex.D.2(a).

05. In this case, the evidence on record shows that summons trial procedure was adopted instead of summary trial. As per the judgment passed by Supreme Court reported in 2014 Cr.L.J. 1953, in a case of Mehsana Nagarik Sahakari Bank Limited V/s. Shreeji CAB Company Limited and others, conducting Denova trial does not arises.

06. Heard the Learned Counsel for complainant. No arguments addressed on behalf of the accused. Perused the written arguments filed on behalf of the complainant and materials on record.

07. The points that arise for my consideration are as follows;

#### POINTS

1. Whether the complainant proves that, accused issued cheque for cheque bearing No.321329 dated 15.09.2017 for Rs.12,00,000/-, towards discharge of his liability, which was returned unpaid on presentation and also not complied the notice issued by the complainant and thereby committed an offence punishable under section 138 of Negotiable Instruments Act?

2. What Order?

08. My answer to the above points is as follows;

1. Point No.1: In the Affirmative

2. Point No.2: As per final order for the following;

#### REASONS

09. POINT No.1: Complainant has filed this complaint alleging that accused has committed offence under section 138 of N.I. Act. He pleads and asserts that, towards discharge of his liability, accused has issued a cheque for cheque bearing No.321329 dated 15.09.2017 for Rs.12,00,000/-. The said cheque came to be dishonoured on presentation. Complainant has issued notice within time stipulated calling upon the accused to pay the amount covered under cheque. In spite of service of notice, accused has not paid the amount within 15 days, which gave rise cause of action to file this complaint. He further relied on the documents from Ex.P.1 to

16. This witness was subjected to cross examination.

10. In this scenario, let us scrutinize the documents relied by complainant in order to examine the compliance of statutory requirements envisaged under section 138 of N.I. Act. Ex.P.1 is the agreement, Ex.P.2 is the On Demand Promissory note, Ex.P.2(a) is consideration receipt, Ex.P.3 is the cheque dated 15.09.2017, the said cheque returned with an endorsement "Funds Insufficient". Ex.P.4 is bank endorsement dated 16.09.2017, Ex.P.5 is legal notice dated 10.10.2017, Ex.P.6 & 7 are the postal receipts, Ex.P.8 & 9 Postal acknowledgements. Ex.P.10 is the copy of the sale deed dated 12.09.2014, Ex.P.11 is the rental agreement dated 15.11.2018, Ex.P.12 is the rental agreement dated 31.01.2019, Ex.P.13 & 14 are the SBI Bank pass books of complainant, Ex.P.15 is the renewal trade licence, Ex.P.16 is the notarized copy of judgment in C.C.No.11764 of 17. Ex.C.1 is the rental agreement. This complaint came to be filed on 16.11.2017. A careful scrutiny of the documents relied by the complainant goes to show that, statutory requirements of section 138 of N.I. Act is complied with and this complaint is filed within time. Thus, complainant relied on the statutory presumptions

enshrined under section 118 read with section 139 of N.I. Act.

11. No doubt, the said presumptions of law are rebuttable in nature. The accused can take probable defence and rebut the presumption available to the complainant. Let us examine whether accused has successfully rebutted the presumptions of law. The accused denied the impugned transaction. It is the specific defence of the accused that, he had taken hand loan of Rs.2,00,000/- from the complainant in the year 2015 at the rate of 5% per month and paid an interest for 22-23 months. Because of demonetization, he was not able to pay the interest and on 02.06.2017 complainant confined the accused in his shop and called the wife of the accused by directing her to bring the cheques of accused and forcibly obtained the signatures of the accused on the cheques and blank papers. He has not received Rs.12,00,000/- from the complainant and he is not liable to pay the cheque amount to the complainant. On these contentions, accused sought for dismissal of the complaint and consequent acquittal. To endorse these contentions, accused and his wife were examined as DW.1 & DW.2 and relied the documents from Ex.D. 1, Ex.D.2 and Ex.D.2(a). Ex.D.1 is the mobile phone, Ex.D.2 is the CD and Ex.D.2(a) is the recorded conversation alleged to have been taken place between complainant and the accused. Those documents were taken on record subjected to compliance of the conditions enumerated under section 65(B) of the Indian Evidence Act. Both the witnesses were subjected to cross examination.

12. In the back drop of the rival contentions, this court has given anxious consideration to the case papers. Let us examine whether the complainant has made out valid grounds to raise statutory presumptions enshrined under section 118 read with section 139 of NI Act, in his favour. As stated earlier, the accused has not denied the signature present on the Ex.P.3(a) cheque. The complaint is filed within the statutory period provided under section 138(a) to (c).

13. Further, accused himself has admitted in his evidence that, complainant is in a sound financial condition to lend the amount. That apart, complainant has produced and relied on the certified copy of the sale deed dated 12.09.2014, under which he sold the immovable property in favour of 3rd party for sale consideration amount of Rs.45,00,000/-. He further relied on the rental agreements as per Ex.P.11 and 12 to show his rental income. Accused has not placed contrary evidence to disbelieve these documents. Moreover, there is an admission attributable to the accused regarding sound financial condition of the complainant. Thus, this court can safely opined that, complainant has made out prima-facie case to draw statutory presumptions in his favour.

14. The next point for consideration is, whether the accused has successfully rebutted the presumptions. It is the specific defence of the accused that, he has not taken 12,00,000/- from the complainant. In the year 2015, he has taken hand loan of Rs.2,00,000/- on interest of 5% from the complainant. This loan transaction of Rs.2,00,000/- put forth by the accused is denied by the complainant. Thus, the burden is on the accused to prove the fact, which is especially within his knowledge. At this juncture, it is profitable to reproduce section 106 of Indian Evidence Act, which reads thus;

106. Burden of proving fact especially within knowledge- When any fact is especially within the knowledge of any person, the burden of proving that fact is upon him.

" 2015ÉÉÃ ªÀiÁZið£À°è zÀÆgÀÄzÁgÀjAzÀ gÀÆ.2 ®PÀë °Àt ,Á®vÉUÉzÀÄPÉÆArzÉÝ£É, ¢üðµÄÖ ¢£ÁAPÀ £É£Ä|®è. gÀÆ. 2 ®PÀë ,Á®zÀ ªÄªªÀ°ÁgÀPÉÌ ,ÀA\$A¢¹zÀAvÉ zÁR⁻ÁwUÀ¼ÄÄ E®è. 2017£ÉÃ ,ÉYÀÖA\$gï£À°è °Àt ªÄÄgÀÄYÁªAw¹zÉÝÃ£É, ¢£ÁAPÀ UÉÆwÛ®è. gÀÆ. 2 ®PÀë °Àt ªÄÄgÀÄYÁªAw¹zÀ ,ÄAZÀ⁻ÄsðzÀ°è YÉÆÄ°,ï oÁuÉUÉ zÀÆgÀÄ PÉÆnÖ®è."

16. It is further defence of the accused that, on 02.06.2017, the complainant wrongfully confined the accused and called his wife to bring the cheques belongs to the accused and after securing the cheques forcibly obtained the signatures of the accused on the blank cheques as well as the blank papers. Both accused and his wife reasserts the same story. Obviously, complainant denied the incident alleged by the accused and advanced arguments that, the accused or his wife have not lodged complaint against the complainant for forcible taking the cheques and signature on the blank paper, immediately after alleged incident. If at all, any such incident was taken place, no prudent person, especially the wife of the accused, who is a Central Government Employee, would have certainly taken suitable legal action. Moreover, on the date of incident, wife of the accused gone to the duty as usual. In case of happening of the alleged incident, no prudent person attending the work as usual, during the confinement of her family member. Accordingly, it is argued that, the story put forth by the accused is not acceptable. This court finds substance in the line of argument. It is difficult to believe that, wife of the accused being an educated lady, did not lodge complaint to the jurisdictional police, when the complainant wrongfully confined the accused and called her to bring the cheques belongs to the accused and after securing the cheques forcibly obtained the signatures on the blank cheques as well as the blank papers. Thus, a genuine doubt arises in the mind of the court regarding the happening of the alleged incident.

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stated about forcibly taking signature on the stamp paper and On Demand Promissory note. Such being the case, it is for the accused to put forth satisfactory explanation regarding when he executed the documents at Ex.P.1 & Ex.P.2. The cross examination of the complainant as well as the evidence of DW.1 & 2 remain silent about that aspect. Thus, there is no other go to the court except believing the contention of the complainant that, accused has agreed to repay the principal amount of Rs.12,00,000/- and executed the agreement as per Ex.P.1 and On Demand Promissory note as per Ex.P.2 at the time of availing the loan and issued disputed cheque for discharge of loan amount.

18. That apart, accused relied on the electronic records such as, mobile phone, wherein the alleged conversation between complainant and accused taken place during his confinement was recorded along with the CD . It goes with out saying that, any electronic document is admissible in evidence subject to compliance of conditions mentioned in section 65- B (2) of Indian Evidence Act, 1872. In spite of directions, accused has not complied the conditions by filing an affidavit or declaration disclosing the cell phone number, SD card or memory card of the cell phone and the system in which the conversation was recorded on CD such other material particulars. In the absence of compliance of the aforesaid conditions, the electronic records produced by the accused do not render any help to prove his defence.

19. Accused has not disputed the service of legal notice. It could be seen that, in spite of service of legal notice, the accused has not taken steps to issue reply taking all these contentions. The act of the accused in not issuing reply at the earliest point of time immediately after service of the legal notice is one of the strong circumstances in favour of the complainant. This proposition of the law laid down in the following decisions.

20. In decision reported in, 2007 CRI.L.J. (NOC) 520 (KER), in a case of Sanjeev P.R. V/s. Thriveni Credit Corporation, Thodupuzha & Another, wherein it is held that;

"(B). Negotiable Instrument Act (26 of 1881), S.138- Dishonour of cheque- Conviction- Validity-

Signature in cheque is admitted -

Notice of demand though duly received and acknowledged , did not evoke any reply.....- Concurrent finding that complainant has succeeded in proving all ingredients of the offence punishable under section 138 - Conviction of accused proper."

Further, the decision reported in, 2006 CRI.L.J.1, in a case of Gorantala Venkateswara Rao. V/s. Kolla Veera Raghava Rao and another, it is held that;

"(B) Negotiable Instrument Act ( 26 of 1881), S.138 - Dishonour of cheque- Legally enforceable debt-

Failure of accused in giving reply to legal notice issued by complainant-

Is one of the strong circumstances to draw an inference that accused borrowed amount from complainant and cheque was issued towards part payment of legally enforceable debt."

From the ratio laid down in the aforesaid decisions it is clear that, non issuance of reply by the accused is fatal to his defence. As such, the defence taken by the accused is not acceptable.

21. From the overall consideration of the evidence on record it is forthcoming that, accused has not taken probable defence to rebut the statutory presumption. Mere denial is not sufficient to discharge the onus shifted on accused. To fortify this opinion, it is proper to refer the decision reported in, 2001 CRI.L.J. 4647, in a case of Hiten P.Dalal V/s. Bratindranath Banerjee, wherein it is held that;

"(B) Negotiable Instrument Act ( 26 of 1881), Ss.139, 138- Dishonour of cheque- Presumption that cheque was drawn for discharge of liability of drawer- Is presumption of law- Ought to be raised by Court in every case-

Rebuttal evidence- Nature- Mere plausible explanation is not sufficient-

Proof of explanation is necessary.

Evidence Act (1 of 1872), Ss .114, 101- 104."

Further in another decision reported in, 2017(2) A.K.R. 527, Arjun Vs.E.Shekar, it is held that, S. 138, 139- Presentation of lawful consideration- Rebuttal of - Burden of proving that cheque has not been issued for any debt or liability - is on accused - mere plausible explanation not sufficient to disprove complainant' s case.

From the gist of the ratio laid down in the above decisions, it is clear that, burden shift on the accused to rebut the statutory presumption through cogent evidence, which is not discharged by the accused in the present case.

22. Under the facts and circumstances of this case, it is profitable to refer the decisions of the Hon'ble Supreme Court of India reported in, AIR 2018 SUPREME COURT 3601, in a case of, T.P.Murugan (Dead) Thr.Lrs. V. Bojan, wherein it is held that;

" Negotiable Instruments Act (26 of 1881), Ss.118,138,139- Dishonour of cheque- Presumption as to enforceable debt- cheques allegedly issued by accused towards repayment of debt- Defence of accused that 10 cheques issued towards repayment of loan back in 1995-

Behavior of accused in allegedly issuing 10 blank cheques back in 1995 and never asking their return for 7 years, unnatural- Accused admitting his signature on cheques and pronote, presumption under S.139 would operate against him- Complainant proving existence of legally enforceable debt and issuance of cheques towards discharge of such debt- Conviction, proper".

23. In another decision reported in, AIR 2018 Supreme Court 3604, in a case of Krishna Rao Vs. Shankargouda, wherein it is held that;

"Negotiable Instruments Act (26 of 1881), Ss.138, 139-Dishonour of cheque-Presumption as to - Accused issuing cheque of Rs. 2 lacs towards repayment of loan to complainant - Said cheque dishonored on account of insufficiency funds- Complainant proving issuance of cheque having signatures of accused- Accused failing to rebut presumption raised against him and no evidence led by him in his support - Acquittal of accused by High Court in revisional jurisdiction on ground of doubt in mind of court with regard to existence of loan, improper- Accused, liable to be convicted".

24. Moreover, in the latest judgment decided on 15th March 2019, the Hon'ble Supreme Court of India, AIR 2019 Supreme Court 1876; Rohitbhai Jivanlal Patel V/s State of Gujarat & Another, it is observed in para 12 that;

" 12. For determination of the point as to whether the High Court was justified in reversing the judgment and order of the Trial Court and convicting the appellant for the offence under section 138 of the NI Act, the basic questions to be addressed to are two - fold: as to whether the complainant - respondent No.2 had established the ingredients of Sections 118 and 139 of the NI Act, so as to justify drawing of the presumption envisaged therein; and if so, as to whether the accused -appellant had been able to displace such presumption and to establish a probable defence whereby, the onus would again shift to the complainant?....."

It is further observed in 18.6 that;

" 18.6. The fact of the matter remains that the appellant could not deny his signatures on the said writing but attempted to suggest that his signatures were available on the blank stamp paper with Shri Jagdishbhai. This suggestion is too remote and too uncertain to be accepted.

No cogent reason is available for the appellant signing a blank stamp paper. It is also indisputable that the cheques as mentioned therein with all the relevant particulars like cheque numbers, name of bank and account number are of the same cheques which form the subject matter of these complaint cases. The said document bears the date 21.03.2007 and he cheques were postdated, starting from 01.04.2008 and ending 01.12.2008. There appears absolutely no reason to discard this writing from consideration...."

It is further observed in para No.19 that;

" 19. Hereinabove, we have examined in detail the findings of the Trial Court and those of High Court and have no hesitation in concluding that the present one was



clearly a case where the decision of the Trial Court suffered from perversity and fundamental error of approach; and the High Court was justified in reversing the judgment of the Trial Court. The observations of the Trial Court that there was no documentary evidence to show the source of funds with the respondent to advance the loan, or that the respondent did not record the transaction in the form of receipt of even kachcha notes, or that there were inconsistencies in the statement of the complainant and his witness, or that the witness of the complaint was more in know of facts etc. would have been relevant if the matter was to be examined with reference to the onus on the complaint to prove his case beyond reasonable doubt. These considerations and observations do not stand in conformity with the presumption existing in favour of the complainant by virtue of Sections 118 and 139 of the NI Act. Needless to reiterate that the result of such presumption is that existence of a legally enforceable debt is to be presumed in favour of the complainant. When such a presumption is drawn, the factors relating to the want of documentary evidence in the form of receipts or accounts or want of evidence as regards source of funds were not of relevant consideration while examining if the accused has been able to rebut the presumption or not. The other observations as regards any variance in the statement of complainant and witness; or want of knowledge about dates and other particulars of the cheques; or washing away of the earlier cheques in the rains though the office of the complainant being on the 8th floor had also been or irrelevant factors of consideration of a probable defence of the appellant....."

The ratio laid down in the cited decisions are aptly applicable to the case on hand.

25. The accused has taken a vague defence and not placed cogent evidence to prove the same. This aspect is discussed in detail in a decision reported in, 2014(4) AKR 98 between Sripad Vs. Ramadas M. Shet, Criminal Appeal No. 2689 of 2009, wherein it is held that;

"Negotiable Instrument Act (26 of 1881), Ss. 138, 139, 118- Dishonour of cheque-Acquitted-Validity-Cheque issued by repay loan amount to complainant, was dishonoured-Specific defence -However, accused failed to rebut initial presumption under sections 118 and 119- Mere distorted version or mere taking up defence by It means that he is not liable to pay any amount- Are not sufficient to put back the burden on to the complainant-

Acquittal of accused- Not proper."

The ratio laid down in the cited decision is squarely applicable to the facts on hand.

26. That apart, as far as proof of existence of legally enforceable debt is concerned, it is profitable to refer the decision of larger bench of the Hon'ble Apex Court reported in, Rangappa Vs. Mohan reported in AIR 2010 SC 1898 = 2010 AIR (SCW) 2946, Wherein their lordships pleased to observe that;

"In the light of these extracts, we are in agreement with the respondent-

claimant that the presumption mandated by section 139 of the Act does indeed include the existence of the legally enforceable debt or liability".

In view of the law laid by three judges bench of Hon'ble Apex Court, the presumption enshrined under section 139 of the N.I. Act is extendable to the existence of legally enforceable debt. Accused has not placed cogent material to rebut the said presumption. As such, this contention of the accused holds no water.

27. In this case plea of the accused was recorded as per section 251 of Cr.P.C. Accused pleaded not guilty. As per section 251 of Cr.P.C. accused has to state about his defence. Here, except pleading not guilty accused has not stated his defence at the time of recording plea. As per the decision reported in AIR 2014 SC 2528 (Indian Bank Association V/s Union of India), Crl. Petition No.8943/2010 M/s.Mess Transgare Pvt V/s Dr .R. Parvathareddy and in Rajesh Agarwals case, Wherein, it is held that; " Accused cannot simply say " I am innocent " or " I pleaded not guilty ". The proposition of law laid down in the aforesaid decision is squarely applicable to the facts and circumstances of this case. As such, it cannot be taken that accused has rebutted the presumption of law enshrined under section 139 and 118 of N.I. Act, by mere pleading not guilty.

28. From the discussion made supra, it is clear that, accused has neither taken probable defence nor taken steps to prove the same. To put it other way, accused has not taken and proved probable defence to rebut the presumption of law available in favour of the complainant, envisaged under section 118 read with section 139 of N.I. Act. Accordingly, the case of the complainant is believable. Complainant has proved that, accused has intentionally not maintained sufficient amount in his account to honour the disputed cheque. Hence, this point No.1 under consideration is answered in the affirmative.

29. POINT NO.2: In view of the reasons stated and discussed above, the complainant has proved the guilt of the accused punishable under section 138 of N.I. Act It is worth to note that, the offence is of the nature of civil wrong. Hence, it is proper to award sentence of fine, instead of awarding sentence of imprisonment. Hon'ble Supreme Court of India in a decision reported in, (2015) 17 SCC 368, in a case of H.Pukhraj Vs. D.Parasmal, observed that, having regard to the length of trial and date of issuance of the cheque, it is necessary to award reasonable interest on the cheque amount along with cost of litigation. Considering all these aspects, this court proceed to pass the following;

#### ORDER

Acting under section 255 (2) of Criminal Procedure Code, accused is hereby convicted for the offence

punishable under section 138 of

Negotiable Instrument Act and sentenced to pay fine of Rs.15,10,000/- (Fifteen Lakhs Ten Thousand Rupees only). In default thereof accused shall undergo simple imprisonment for 10 (Ten) months.

Acting under section 357(1) (b) of code of criminal procedure, it is ordered that, Rs.15,00,000/- (Fifteen Lakhs Rupees only), there from shall be paid to the complainant as a compensation, remaining fine amount of Rs.10,000/-

(Ten Thousand Rupees only) is defrayed to the state for the expenses incurred in the prosecution.

The bail bond of the accused stands cancelled.

Office to supply the copy of this Judgment to the accused immediately on free of cost.

{Dictated to the stenographer, transcribed and computerized by her, revised corrected and then pronounced in the open court on this 13th day of September 2019}.

(KALPANA.M.S.) XX ACMM, Bengaluru.

ANNEXURE List of witnesses examined on behalf of complainant:

P.W.1 Sri.Krishnamurthy M List of documents produced on behalf of complainant:

Ex.P.1	Agreement
Ex.P.2	On Demand Promissory note
Ex.P.2(a)	Consideration receipt
Ex.P.3	Cheque
Ex.P. 3(a)	Signature of the accused
Ex.P. 4	Bank endorsement
Ex.P. 5	Copy of the legal notice
Ex.P. 6 & 7	Postal receipts
Ex.P. 8 & 9	Postal acknowledgements
Ex.P.10	Sale deed dated 12.09.2014
Ex.P.11	Rental agreement dated 15.11.2018
Ex.P.12	Rental agreement dated 31.01.2019
Ex.P.13 & 14	SBI Bank pass books of complainant
Ex.P.15	Renewal trade licence
Ex.P.16	Notarized copy of judgment in C.C.N0.11764 of 17

List of witnesses examined on behalf of accused:

D.W.1	Suresh.Y
DW.2	M.Kanchanamala

List of documents produced on behalf of accused:

Ex.D.1	Mobile Phone
Ex.D.2	CD
Ex.D.2(a)	Record conversation between complainant and the accused

Ex.C.1	Rental agreement.
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XX A.C.M.M.,  
Bengaluru.