

## Sri. Murthy.G vs Sri. L.Narayana Swamy on 5 September, 2022

KABC030406982020

Presented on : 09-09-2020  
Registered on : 09-09-2020  
Decided on : 05-09-2022  
Duration : 1 years, 11 months, 26 days

IN THE COURT OF THE XVIII ADDL.CHIEF  
METROPOLITAN MAGISTRATE, BENGALURU CITY

PRESENT: MANJUNATHA M.S. B.A., LL.B.  
XVIII ADDL.C.M.M., BANGALORE

DATED : THIS THE 5<sup>th</sup> DAY OF SEPTEMBER 2022

Criminal Case No. 9288/2020  
COMPLAINANT: Sri. Murthy.G.  
S/o Late Gurappa,  
Aged about 49 years,  
R/at No.28, 1st Cross,  
1st Main Road, Mathru Layout,  
Yelahanka New Town,  
Bengaluru-560 065.

(By Sri.PKKN.- Advocate)

// Versus //

ACCUSED: Sri. L.Narayana Swamy,  
Aged about 55 years,  
S/o Late Lingappa,  
R/at HuruluGurki,  
Venkatagiri Post,  
Devanahalli Taluk,  
Bengaluru Rural District-560 056.

2

Judgment C.C.9288/2020

And also at  
Assistant Professor in Economics  
Government First Grade College,  
Sira, Tumkur District  
Pin-572101

(By Sri.SR- Advocate)

Offence complained : U/Sec.138 of Negotiable

Instrument Act.

Name of the complaint	: Mr.Murthy.G. S/o Late Gurappa
Date of commencement of evidence	: 23-01-2021
Date of closing evidence	: 03-08-2022
Opinion of the Judge	: Accused found guilty.

(MANJUNATHA M.S.)  
XVIII A.C.M.M. ,BANGALORE.

JUDGMENT

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

3 Judgment C.C.9288/2020

02. The sum and substance of the complaint, is as follows; The complainant and accused are working in First Grade College Chikkaballapura as Assistant Professor and they are known to each other for past several years. On such acquaintance, in the month of June 2019, the accused has approached the complainant for financial assistance of Rs.8,00,000/- for purpose of his legal necessities and to clear his debts and assured that he will repay the same within one year along with interest at the rate of 1% per month. Considering his request, the complainant has paid Rs. 8,00,000/- to the accused by way of cash on 17.6.2019 out his and his wife's savings. To that effect the accused has executed hand loan agreement dated 17.6.2019 and in order to secure the repayment of loan amount the accused has given four cheques bearing No. 032214, 032215, 248923 and 248924 drawn on State Bank of India, Chickaballapura Branch. On 10.10.2019 the accused has repaid the partial principal amount of Rs.4,00,000/- by way of online Transfer to the account of the complainant's wife and assured to clear balance amount along with interested. But he has not kept up his promises. In the month of May -2020 the accused has expressed his difficulty to repay the balance principal due to imposition of lockdown and issued cheque 4 Judgment C.C.9288/2020 bearing No.032206 dated 05-05-2020 for Rs.30,000/- towards payment of interest and agreed to repay the balance principal amount and interest within one month. On 10-06-2020 the accused has issued cheque bearing No.032214 dated 10-06-2020 for Rs.4,00,000/- and requested the complainant to present the said cheque along with earlier cheque. As per the assurance of the accused, the complainant has presented the cheques for encashment through his bank on 10-06-2020, but the said cheques were returned unpaid from the bank for the reason Funds insufficient as per endorsement dated 12-06-2020. Immediately, the complainant has informed same to the accused, the accused has expressed delay in arranging money and also assured that the

total liability including the principal balance and the accrued interest will be paid on 22-06-2020 and also issued one more cheque bearing No.248923 dated 22-06-2020 for Rs.48,240/-. As per the request of the accused the complainant has presented the said three cheques for encashment through his banker i.e., UCO Bank, Yelahanka New Town Branch, Bengaluru. But the said cheques were returned unpaid for the reasons "Stop Payment" and "Exceeds Arrangement" as per bank endorsement dated 24.06.2020. Thereafter, the complainant has 5 Judgment C.C.9288/2020 got issued demand notice on 01-07-2020 to the accused by demanding the payment of three cheques amount. The said notice was returned with a shara "party absent" on 14.7.2020. Despite of the demand notice the accused has not paid the cheque amount and thereby he has committed an offence punishable under section 138 of N I Act.

03. After filing of complaint, this court has taken cognizance of the offence punishable under section 138 of Negotiable Instrument Act, sworn statement of the 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. The accused has not pleaded guilty but submitted that he has defense to make.

04. As per the direction of Hon'ble supreme court in "Indian Bank Association V/s Union of India and others reported in (2014) 5 SCC 590, this court treated the sworn statement of the complainant as complainant evidence. The accused has filed application under section 145(2) of NI Act for recall of PW1 for the 6 Judgment C.C.9288/2020 purpose of cross-examination. The said application came to be allowed. The defence counsel has fully cross-examined PW1. After completion of complainant's evidence, statement of accused as contemplated under section 313 of code of criminal procedure was recorded. The accused has denied all the incriminating material appears against him in the complainant's evidence. Thereafter case was posted for defence evidence. On 03-08-2022 the accused has filed his written statement under section 313(5) of Cr.P.C., and submitted that there is no defence evidence to make. Hence case is posted for arguments.

05. Heard the arguments of both sides. I have perused the materials available on record.

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

1. Whether the complainant proves that, accused issued three cheques bearing No. 032206 dated 05-05-2020 for Rs.30,000/-, bearing No. 032214 10-06-2020 for Rs.4,00,000/- and bearing No. 248923 dated 22-06-2020 for Rs.48,240/- towards discharge of his debt, which were returned unpaid on presentation for the reason "Stop Payment" and " Exceeds arrangements" and despite of service of notice he has not paid the cheque 7 Judgment C.C.9288/2020 amount and thereby committed an offence punishable under section 138 of Negotiable Instruments Act?

2. What Order?

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

Point No.1: In the Affirmative.

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

## REASONS

o8. POINT No.1: The Complainant has filed this complaint alleging that the accused has committed offence punishable under section 138 of N.I. Act. He pleads and asserts that, the accused in discharge of his liability has issued three cheques bearing No. 032206 dated 05-05-2020 for Rs.30,000/-, bearing No. 032214 10- 06-2020 for Rs.4,00,000/- and bearing No. 248923 dated 22-06- 2020 for Rs.48,240/-. As per the assurance of the accused, he has presented the said cheques for encashment through his banker. The said cheques were returned unpaid for the reason "Stop Payment"

"Exceeds arrangements" as per bank endorsement dated 24.06.2020. Thereafter, he got issued demand notice on 01-07-2020 to the accused by demanding the payment of cheque amount. Despite of 8 Judgment C.C.9288/2020 the notice the accused has not paid the amount within 15 days, which gave raise cause of action to file this complaint.

09. To substantiate his case, the complainant himself stepped into witness box and examined as PW.1 and got marked Ex.P-1 to Ex.P-13. The complainant has reiterated the contents of the complaint in his affidavit evidence about lending of loan to the accused, issuance of cheques by the accused towards discharge of his liability and their dishonour for "Stop Payment" and "Exceeds arrangements", issuance of legal notice to the accused calling upon him to pay the amount covered under three cheques and his failure to comply the same.

10. In this scenario, let me scrutinize the documents relied by the complainant in order to examine the compliance of statutory requirements envisaged under section 138 of N.I. Act. Ex.P.1 to 3 are cheques dated 05.05.2020, 10.6.2020 and 22.06.2020. The said cheques were returned unpaid with an endorsement " Stop Payment"

"Exceeds arrangements" and "Funds Insufficient" as per Ex.P.4 to 6 bank endorsements dated 24.06.2020 and 12.06.2020, Ex.P.7 is legal notice dated 01-07-2020 under which the complainant has

9 Judgment C.C.9288/2020 demanded the payment of three cheques amount, Ex.P.8 and 9 are postal receipts, Ex.P10 & 11 are Unserved postal covers, Ex.P12 is hand loan agreement, Ex.P.13 is bank statement of account. A careful scrutiny of the documents relied by the complainant goes to show that, statutory requirements of section 138 of N.I. Act have been complied with and this complaint is filed within time. The complainant by examining himself as PW1 and by producing aforesaid documents has discharged his initial burden. Thus, complainant is entitle to relied on the statutory presumptions enshrined under section 118 read with section 139 of N.I. Act. Section 118 reads as here: - "That every negotiable instrument was made or drawn for consideration and that every such instrument when it has been accepted, endorsed, negotiated or transferred was accepted,

endorsed, negotiated or transferred for consideration". Further Section 139 of the Negotiable Instruments Act provides for presumption in favour of a holder. It reads as here: - "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, or any debt or other liability." A combined reading of above said sections raises a presumption in 10 Judgment C.C.9288/2020 favour of the holder of the cheque that he has received the same for discharge in whole or in part of any debt or other liability.

11. No doubt the said presumptions of law are rebuttable in nature. The accused can take probable defence in the form of preponderance of probability to rebut the presumption available to the complainant. Let me examine whether the accused has successfully rebutted the presumption of law. The accused has specifically denied the borrowing of hand loan of Rs.8 lakhs from the complainant and issuance of cheques in question for repayment of balance principal amount and interest. He has putforth his defence that he has availed hand loan of Rs.4 lakhs from the complainant, while borrowing the said loan he has given four blank signed cheque and one stamp paper to the complainant as a security. Thereafter, on 10.10.2019 he has repaid said loan amount of Rs.4 lakhs by way of online transfer to the complainant's wife account and demanded for return of security cheques and blank stamp paper, but the complainant has postpone the same for one or the other pretext and misused said security cheques and blank stamp paper to file present case. As such he is not liable to pay the cheques amount.

11 Judgment C.C.9288/2020 There is no existence of liability as on the date of presentation of cheques as such section 138 of NI Act is not attracted. On these ground he has prays to acquit him from the case.

12. In the back drop of the rival contention this court has given anxious consideration to the materials on record. At the outset, the accused has not disputed the cheque in question and signature found in the Ex.P.1 to 3 cheques. The only contention of the accused in respect the cheques in question is that he has issued the said cheques as security to the loan of Rs.4 lakhs borrowed by him from the complainant and subsequently he repaid the said loan amount. Therefore, from the said admission it goes without saying that the accused has admitted that cheques in question are belongs to him and they bears his signatures. Once the drawer has admitted the issuance of cheque as well as the signature present therein, the presumption envisaged under section 118 read with 139 of NI Act would operate in favour of the complainant. The said provision lays down a special rule of evidence applicable to Negotiable instrument. The presumption is one of law and thereunder court shall presume that the instrument was endorsed for consideration. So also, in the 12 Judgment C.C.9288/2020 absence of contrary evidence on behalf of the accused, the presumption under section 118 and 139 of NI Act goes in favour of the complainant. No doubt, the said statutory presumptions are rebuttable in nature. It is for the accused to place cogent and probable defence to rebut the presumptions raised in favour of the complainant. As discussed above when the complainant has relied upon the statutory presumption enshrined under section 118 read with section 139 of NI Act. It is for the accused to rebut the said presumption with cogent and convincing evidence. It is worth to note that section 106 of Indian Evidence Act postulates that, the burden is on the accused to establish the fact which is especially within his special knowledge. This

provision is exception to the General Rule that, the burden of proof is always on the prosecution to establish their case beyond all reasonable doubt. In that view of the matter the burden is on the accused to prove that cheque in question was issued for security and not for discharge of any debt or liability.

13. As noted above, it is the specific case of the complainant as per the complaint averments is that in the month of June 2019, the 13 Judgment C.C.9288/2020 accused has approached the complainant for financial assistance of Rs.8,00,000/- for purpose of his legal necessities and to clear his debts and assured that he will repay the same within one year along with interest at the rate of 1% per month. Considering his request, the complainant has paid Rs. 8,00,000/- to the accused by way of cash on 17.6.2019 out his and his wife's savings. To that effect the accused has executed hand loan agreement dated 17.6.2019 and in order to secure the repayment of loan amount the accused has given four cheques bearing No. 032214, 032215, 248923 and 248924 drawn on State Bank of India, Chickaballapura Branch. On 10.10.2019 the accused has repaid the partial principal amount of Rs.4,00,000/- by way of online Transfer to the account of the complainant's wife and assured to clear balance amount along with interest. But he has not kept up his promises. In the month of May -2020 the accused has expressed his difficulty to repay the balance principal due to imposition of lockdown and issued cheque bearing No.032206 dated 05-05-2020 for Rs.30,000/- towards payment of interest and agreed to repay the balance principal amount and interest within one month. On 10-06-2020 the accused has issued cheque bearing No.032214 dated 10-06-2020 for Rs.4,00,000/- and requested the complainant to present the said cheque along with earlier cheque. As per the assurance of the accused, the complainant has presented the cheques for encashment through his bank on 10-06-2020, but the said cheques were returned unpaid from the bank for the reason Funds insufficient as per endorsement dated 12-06-2020. Immediately, the complainant has informed same to the accused, the accused has expressed delay in arranging money and also assured that the total liability including the principal balance and the accrued interest will be paid on 22-06-2020 and also issued one more cheque bearing No.248923 dated 22-06-2020 for Rs.48,240/-. As per the request of the accused the complainant has presented the said three cheques for encashment through his banker i.e., UCO Bank, Yelahanka New Town Branch, Bengaluru. But the said cheques were returned unpaid for the reasons "Stop Payment" and "Exceeds Arrangement" as per bank endorsement dated 24.06.2020. Thereafter, the complainant has got issued demand notice on 01-07-2020 to the accused by demanding the payment of three cheques amount. The said notice was returned with a shara "party absent" on 14.7.2020. Despite of the demand notice the accused has not paid the cheque amount and 15 Judgment C.C.9288/2020 thereby he has committed an offence punishable under section 138 of N I Act.

14. In order to prove the above said facts the complainant has stepped into the witness box and examined himself as PW1 and got marked 13 documents at Ex.P1 to 13. The accused has not led any defence evidence, however he has fully cross-examined PW1. During the cross-examination, PW1 deposed that he has paid Rs.8,00,000/- to the accused in three installments in the year 2018 & 2019. He further deposed that twice he has paid Rs.3 lakhs and once he paid Rs.2 lakhs to accused by way of cash out of his and his wife's savings. He has paid the said amount in his house and college. He deposed that once he paid Rs.3 lakhs to the accused in the college, at that time his friend

Jairam was present. At the time of borrowing loan the accused has given 4 cheques out that he has taken back three cheques and filled them and gave them back to him. He denied the suggestion that he has filled security cheques. He further deposed that the accused has executed Ex.P.12 agreement. The accused has prepared and brought the said agreement. He has admitted that on 10.10.2019 the accused has 16 Judgment C.C.9288/2020 paid Rs.4 lakhs to him. He deposed that he has not obtained any prior permission before lending loan to the accused. He denied the suggestion that the accused has borrowed only Rs.4 lakhs from him and he has repaid said entire loan amount, despite of the repayment of entire loan amount he has not returned cheques and stamp paper and misused the same to file present case. He also denied the suggestion that he has created Ex.P.12 agreement for the purpose of this case by using blank stamp paper obtained from the accused at the time of borrowing of Rs.4 lakhs.

15. To prove that the accused has availed hand loan of Rs.8 lakhs from him, the complaint has produced Ex.P.12 agreement dated 17.6.2019. The accused has denied the execution of said agreement contending that while borrowing loan of Rs.4 lakhs the complainant has collected signed blank stamp paper from him and by using the said blank stamp paper has created Ex.P.12 agreement. The said suggestions have been denied by the complaint in clear terms during his cross-examination. The accused is an assistant professor in First Grade College. He is not a layman to sign blank stamp paper. Under such circumstances it is hard to believe it that he has signed blank 17 Judgment C.C.9288/2020 stamp paper. Furthermore, the accused contended that he has repaid entire loan of Rs.4 lakhs on 10.10.2019, but the complainant has not returned the blank stamp paper and security cheques. The accused has not taken any action for take back said security cheques and stamp paper. This aspect shows that he has voluntarily issued cheques and executed loan agreement therefore he has not taken any action for take back the cheques and stamp paper. Ordinarily no prudent man will sit quite without taking any action to take back the security cheques and stamp paper when he has repaid the entire loan amount. Except some suggestions in the cross examination of PW1 there is no material on record to prove that the accused has borrowed hand loan of Rs.4 lakhs only. Even the accused has not entered into witness box to testify his contention. He has not given opportunity to the complainant to confront Ex.P12 to him in the witness box.

16. The learned counsel for the accused vehemently contended that there are material contradictions in the version of complainant. The said contradictions clearly disclose that the case putforth by the complainant is false. He has pointed out that, as per complaint 18 Judgment C.C.9288/2020 averment the complainant has paid Rs.8 lakhs to the accused in single installments, but during the cross-examination the complainant deposed that he has paid Rs.8 lakhs in three installments. Further in the complaint, the complainant contended that on three different dates the accused has issued Ex.P1 to 3 cheques for repayment of principal amount and interest. But in the cross-examination he deposed that the accused has take back three security cheques and filled them in his present and gave it back to him. No doubt these of versions of complainant are contradictory to complaint averments. But the Ex.P12 clearly establishes that the accused has borrowed hand loan of Rs.8 lakhs from the complainant and issued four cheques as security for the loan. Therefore the contradictory statement of complainant that he has paid Rs.8 lakhs by way of three installments has no much importance. What is to be seen that whether the accused has borrowed loan of Rs.8 lakhs from the complainant or not is important. The learned counsel for the accused further pointed out

that stamp paper for Ex.P12 was purchased in Doddaballapura and it was prepared in Doddaballapura as per Ex.P12, but it was notarized before Notary in Chickaballapura. However PW1 during his cross examination 19 Judgment C.C.9288/2020 deposed the accused has executed Ex.P12 in a Typing center near Chickaballapura Taluk office. No doubt stamp paper to prepare Ex.P12 agreement was purchased in Doddaballapura and it is mentioned in the said agreement that it was prepared in Doddaballapura and same was notarized in Chikkaballapura. There is no strict rule that document has to be notarized in the place where it was prepared, it is left to the wish of the party. The accused has not chosen to summon the Notary who notarized the document to establish that he never visited the notary office to execute Ex-P12 agreement. Even he has not entered witness box to deny the execution of Ex.P12 agreement for the reason best known to him. The discrepancy referred above are not goes to the root of the matter and ushers in incongruities. Hence on the above said above minor discrepancies entire case of the complainant cannot be brush aside when there is no rebutal evdience on behalf of the accused. It is well settled in law that the minor discrepancies are not to be given undue emphasis and the evidence is to be considered from the point of view of trustworthiness. The test is whether the same inspires confidence in the mind of the Court. If the evidence is incredible and cannot be accepted by the test of prudence, then it may create a dent 20 Judgment C.C.9288/2020 in the prosecution version. If an omission or discrepancy goes to the root of the matter and ushers in incongruities, the defence can take advantage of such inconsistencies. It needs no special emphasis to state that every omission cannot take place of a material omission and, therefore, minor contradictions, inconsistencies or insignificant embellishments do not affect the core of the prosecution case and should not be taken to be a ground to reject the prosecution evidence. The omission should create a serious doubt about the truthfulness or creditworthiness of a witness. It is only the serious contradictions and omissions which materially affect the case of the prosecution but not every contradiction or omission. However, the rule regarding the benefit of doubt does not warrant acquittal of the accused by resorting to surmises, conjectures or fanciful considerations, as has been held by this Court in the case of State of Punjab Vs. Jagir Singh, (1974) 3 SCC 277: "A criminal trial is not like a fairy tale wherein one is free to give flight to one's imagination and fantasy. It concerns itself with the question as to whether the accused arraigned at the trial is guilty of the offence with which he is charged. Crime is an event in real life and is the product of interplay of different human emotions. In arriving at the 21 Judgment C.C.9288/2020 conclusion about the guilt of the accused charged with the commission of a crime, the court has to judge, the evidence by the yardstick of probabilities, its intrinsic worth and the animus of witnesses. Every case in the final analysis would have to depend upon its own facts. Although the benefit of every reasonable doubt should be given to the accused, the courts should not at the same time reject evidence which is ex facie trustworthy, on grounds which are fanciful or in the nature of conjectures."

[

17. From the discussion made supra, it is clear that, the accused has neither taken probable defence nor taken steps to prove the same. To put it other way, the 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 acceptable. The complainant has proved that, for discharge of liability accused has issued Ex.P.1



cheque and he has intentionally not maintained sufficient amount in his account to honour the said cheque. Hence, this point No.1 under consideration is answered in the Affirmative.

22 Judgment C.C.9288/2020

18. 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. 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. Further the Hon'ble Apex Court in its recent decision in M/s. Meters & instrument Pvt Ltd. Vs. Kanchana Mehta reported in (2018)1 SCC-560 held at para 18 that "The object of the provision being primarily compensatory, punitive element being mainly with the object of enforcing the compensatory element, compounding at the initial stage has to be encouraged but is not debarred at later stage subject to appropriate compensation as may be found acceptable to the parties or the court. " Therefore, keeping in mind the time when the transaction has taken place and primary object of the provision, this court is of the opinion that, rather than imposing punitive sentence, if sentence of fine is imposed with a direction to compensate the complainant for its monetary loss, by awarding compensation U/Sec.357 of Cr.P.C, would meet the ends of justice. The accused borrowed loan of Rs.8 Lakhs in the year 2019 and repaid only Rs.4 lakhs on 10-10-2019. He is due of balance principal amount of Rs.4 lakhs with agreed interest. The dates of Ex.P1 to 3 cheques are that 05-05-2020, 10-06-2020, 22-06- 2020 respectively. By considering all these aspects, this court is of the opinion that, it is just and proper to impose fine amount of Rs.,4,95,000/-, which includes interest and cost of litigation, out of which compensation of Rs.4,90,000/- has to be awarded to the complainant U/s 357 Cr.P.C. Accordingly, this court proceeds to pass the following;

ORDER Acting under section 255 (2) of Criminal Procedure Code, the accused is convicted for the offence punishable under section 138 of Negotiable Instrument Act. The accused is sentenced to pay fine of Rs.4,95,000/-(Rupees Four Lakhs and Ninety Five Thousand only). In default thereof he shall undergo simple imprisonment for a term of 6(Six) months. Acting under section 357(1) (b) of code of criminal procedure, it is ordered that, Rs.4,90,000/- (Rupees 24 Judgment C.C.9288/2020 Four lakhs and Ninety Thousand only), therefrom shall be paid to the complainant as a compensation, remaining fine amount of Rs.5,000/-(Rupees Five Thousand only) is defrayed to the state for the expenses incurred in the prosecution.

Office is directed to supply free copy of the judgment to the accused.

(Directly dictated to the Stenographer on computer, typed by her, corrected by me and then judgment pronounced in the open court on this the 5 th day of September 2022).

(MANJUNATHA M.S.) XVIII A.C.M.M.,BANGALORE ANNEXURE I. List of witnesses on behalf of complainant:

P.W.1: Murthy.G. II. List of documents on behalf of complainant:

Ex.P-1 to 3 : Three Original Cheques.  
Ex.P.1(a) to 3(a) : Signatures of the accused  
Ex.P-4 to 6 : Bank memos.  
Ex.P-7 : Legal notice.  
Ex.P-8&9 : Postal receipts.

25

Judgment C.C.9288/2020

Ex.P-10&11 : Unserved Postal cover  
Ex.P-12 : Hand Loan agreement  
Ex.P-13 : Bank statement

III. List of witnesses for the accused: Nil

IV. List of documents for accused: Nil

(MANJUNATHA M.S.)  
XVIII A.C.M.M., BANGALORE

Digitally  
signed by  
MANJUNATHA  
MANJUNATHA M S  
MS Date:  
2022.09.05  
17:03:27  
+0530

26 Judgment C.C.9288/2020