

Smt. S.M Shanthala vs W/O S.M. Kantharaju on 16 March, 2021

IN THE COURT OF THE LXXII ADDL. CITY CIVIL
& SESSIONS JUDGE AT MAYO HALL
BENGALURU, (CCH-73)

Present:

Sri. Abdul-Rahiman. A. Nandgadi,
B.Com, LL.B., (Spl.,)
LXXII Addl. City Civil & Sessions Judge, Bengaluru.

Dated this the 16th day of March, 2021.

Crl. Appeal. No.25347/2019

Appellant/
Accused:- Smt. S.M Shanthala,
W/o S.M. Kantharaju,
Aged about 45 years,
R/at No.C-55, NAL Campus,
Kodihalli, Bangalore-560 017.

[By Sri. S. Srinivas- Advocate]

V/s
Respondent/
Complainant: Sri. J. Ramaswamy Setty,
S/o Sri. J. Subbaiah Setty,
Aged about 54 years,
R/at Previously No.271, 5 'C' Cross,
New Thippasandra,
Bangalore-560075.

Presently R/o P-107, Sector-12,
9th Main, 11th Cross,
LIC Colony,
Jeevanbhimannagar,
Bangalore-560 075.

(By Sri. S. Suresh Kumar-Advocate)

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Crl.Appeal.No.25347/2019

JUDGMENT

This Appeal is preferred by the Appellant U/Sec. 374 (3) of Cr.P.C., being aggrieved by the Judgment and Order passed by the XXXIII ACMM, Mayohall Unit, Bengaluru, in CC. No.55102 of 2017, dtd.02.11.2019, convicting the Appellant/Accused for the offence punishable U/Sec. 138 of NI Act, thereby sentencing her to pay a fine of Rs.5,000/□ In default to undergo Simple Imprisonment for a period of three months. Further directed to pay an amount of Rs.5,68,010/□ to the Complainant as compensation U/Sec. 357(1) of CrPC. In default to pay the compensation, she shall undergo simple imprisonment for a period of one year.

2. The Brief facts leading to filing of the present appeal are:

The Respondent filed a Complaint U/Sec.200 of Cr.P.C. against the Appellant, alleging that he and the husband of the Appellant are working at National Aerospace Laboratories, Bengaluru and they are residing in the quarters and they are neighborer. The Appellant and her husband approached him and his wife, requesting for financial help, in order to meet out liabilities, debts and to meet out educational expenses of their son, as he is studying Engineering course. Accordingly they paid totally an amount of Rs 15,22,000/- on different points of time, to them. Initially the Appellant had undertaken to repay the said amount with interest at @ of Rs 2%p.m, subsequently it was reduced to Rs 1%p.m., at the time of reducing the transaction in writing on 17.09.2014. The Accused and her husband have executed Hand Loan Agreement; On demand Promisory Notes; Receipts etc.,.

Towards repayment of the said handloan, the Accused and her husband issued different Cheques on 01.09.2016. One amongst such cheque is the cheque in question bearing No 140478 dated 01.10.2016 for Rs 3,65,280/- drawn on the State Bank of India, NAL Branch, Bengaluru. The said cheque was presented for its encashment, but the same has been returned unencashed with an endorsement "Funds Insufficient" on 01.10.2016. Though he tried to contact the Appellant, but the Appellant never received the call. He got issued notice to the Appellant through his Counsel on 17.10.2016, by RPAD, Postal receipt ExP4, the same was received by the Appellant. The Appellant has neither complied nor replied the said notice. Hence, she was constrained to file a Complaint against the Appellant, before the Trial Court.

3. On being satisfied, the Trial Court issued summons U/Sec.204 of Cr.P.C. to the Appellant on 23.02.2017. The Appellant appeared before the Trial Court on 24.03.2018 and she was enlarged on bail. Substance of Accusation/Plea of the Appellant was recorded by the Trial Court on 24.03.2018, wherein the Appellant/Accused pleads not guilty and claims to be tried.

4. The Complainant in order to prove his case got himself examined as P.W.1 and got marked 11 documents as Ex.P.1 to Ex.P.11. PW1 was cross examined on behalf of the Appellant/Accused on 21.07.2018 & 03.04.2018.

5. On 29.04.2019, Statement of the Appellant/Accused was recorded U/Sec. 313 of Cr.P.C. In spite of affording sufficient opportunities, the Appellant/Accused has failed to lead her defence evidence.

The Trial Court heard the Arguments of both the sides and has recorded Judgment of Conviction against the Appellant. Hence, the Appellant is before this Court, being aggrieved by the said Judgment of conviction.

6. On preferring the appeal by the Appellant/Accused, this Court has suspended the sentence under appeal, for a period of three months, initially on 06.12.2019. Notice of the Appeal memo and I.A.No.1 was issued to the Respondent and TCR were called for. Respondent set in his appearance on 31.12.2019. TCR were secured on 29.01.2020.

7. Heard the arguments of the Learned Counsels for the Appellant and the Respondent, respectively.

I have carefully gone through the Written Arguments submitted on behalf of the Appellant and Respondent and the decisions cited on behalf of the Appellant, before the Trial Court, which are found in the Trial Court records.

8. The Appellant has preferred this appeal on the following grounds:

Grounds of Appeal:

- a) The Trial Court has gravely erred in convicting the Appellant for the offence punishable U/Sec. 138 of N.I. Act, which is manifestly erroneous and opposed to the facts and circumstances of the case;
- b) The Trial Court has miserably failed to appreciate the oral and documentary evidence on record, in a proper and perspective manner;
- c) The Trial Court has failed to consider that, the Respondent has not proved the fact of giving Hand Loan, as claimed;
- d) The Trial Court has failed to consider that there was no any enforceable debt, as the Respondent has failed to prove her capacity to pay the amount, as alleged in the complaint;
- e) The Trial Court has failed to consider that, the cheque in question were issued by the Appellant as security and some signed blank documents were with Respondent;
- f) The Trial Court has failed to shift the burden on the Appellant;
- g) The Trial Court has calculated the compensation amount towards its higher side;
- h) The Trial Court has wrongly arrived at a conclusion that, the Complainant has discharged his initial burden to avail the benefit of presumption, but the Accused has not rebutted the said presumption;

Hence, prayed to allow the said appeal and either set aside the Judgement of Conviction passed by the Trial Court; or to remand the matter to the Trial Court, for its fresh consideration.

9. Following points arise for my consideration;

1. Whether the Respondent/ Complainant is entitle for the benefit of presumption available U/Sec. 139 of N.I. Act?

2. Whether the Appellant/ Accused proves on the basis of preponderance of probabilities that the Cheque Ex.P.1 was issued by her as security, and not towards repayment of any loan amount?
3. Whether the Appellant/ Accused proves on the basis of preponderance of probabilities that, there is no enforceable debt against her, as the Complainant has failed to prove her capacity to pay the amount, as alleged in the Complaint?
4. Whether the Trial Court has rightly held that, Appellant/Accused has failed to rebut the presumption available U/Sec. 139 of N.I. Act?
5. Whether the Appellant/ Accused shows that the Order of Conviction and Sentence recorded by the Trial Court in CC.No.55101 of 2017, dtd.02.12.2019, deserves to be set aside, and thereby call for the interference of this Court?
6. What Order?
10. My finding on the above points are as under:

Point No.1 : In the Affirmative; Point No.2 : In the Negative;

Point No.3 : In the Negative;

Point No.4 : In the Affirmative; Point No.5 : In the Negative;

Point No.6 : As per final order for the following :

REASONS

11. The rank of parties will be referred to, as they were before the Trial Court.
12. Point No.1: The Complainant has filed a Complaint U/Sec. 200 of Cr.P.C. alleging that the Accused has issued Cheques towards repayment of the handloan amount. And amongst the said Cheques, she had issued the Cheque bearing No 140478 dated 01.10.2016 for Rs 3,65,280/- drawn on the State Bank of India, NAL Branch, Bengaluru, as per Exp1. The said cheque was presented for its encashment, but the same has been returned unencashed with an endorsement "Funds Insufficient" on 01.10.2016, as per Exp2. He got issued Notice to the Appellant through her Counsel on 17.10.2016, as per Exp3 by RPAD,. Postal receipt ExP4. The same was received by the Appellant, as per Postal Acknowledgment ExP5.
13. On the basis of the said documents and the preliminary evidence led by the Complainant, the Trial Court has issued summons to the Accused U/Sec.204 of Cr.P.C. I do not find any error in the said order of the Trial Court.

14. The Accused had appeared before the Trial Court on 24.03.2018 and she was enlarged on bail. Substance of Accusation/Plea was recorded on 24.03.2018. I have gone through the contents of the substance of Accusation/Plea recorded by the Trial Court. I do not find any fault, in the Plea/Substance of Accusation, recorded by the Trial Court.

15. Coming to the ocular evidence on point of issuance of the Cheque, more specifically, cross examination of PW.1, at Page No.3, Para 2, which reads as under;

"It is false to suggest that name of payee and amount in cheques have not written by me. The accused issued a account payee cheque. It is false to suggest that I have obtained blank signed cheque from the accused and I have got it filled through my wife and presented the same for encashment."

As per this evidence, the Complainant/PW.1 that, denies the suggestion made to him that, the name and amount in the cheque is written by him; the accused issued account payee cheque; and he has obtained blank signed cheque from the accused and got filled the same through his wife and presented the same for encashment.

15.01. As per the above ocular evidence, more specifically, the suggestions made to the Complainant, it can be said that, the Accused has admitted that the cheque belongs to her and the signature of the drawer found on the cheque is that of her.

16. On careful perusal of the evidence both oral and documentary, the Accused admits that Cheque Ex.P.1 belongs to her and the signature found on it, is her signature.

17. Thus the Complainant has proved the initial burden casted upon her U/Sec.138 of N.I. Act, to show that, the Cheque belong to Accused and the signature on the said Cheque is that of the Accused.

18. On viewing the amount of oral evidence with Ex.P.1 to Ex.P.5, which will suffice the Complainant to have benefit of presumption available U/Sec.138, 139 of N.I. Act.

18.01. As per the trite principle of law, dealing with the presumption U/Sec.138 & 139 of N.I.Act and as per the dictum laid down by the Hon'ble Apex Court in the case of K. Subramani V/s K. Damodara Naidu, reported in 2014 (12) SCALE 677, as well as in the case reported in (2010) 11 SCC 441, wherein it is held that, "Presumption U/Sec.139 of N.I.Act accrues to the benefit of the Complainant, unless the Accused rebut that presumption".

18.02. Now it is for the Accused to rebut the said presumption, available to the Complainant U/Sec.139 of N.I.Act.

Hence, I answer POINT NO.1 IN THE AFFIRMATIVE.

19. POINT NOS.2 TO 4:

Since all these three Points are interlinked with each other, they are taken for joint discussion, inorder to avoid repeation and confusion in the discussion.

The first defence takenup by the Accused is that there was no any transaction inbetween her and the Complainant.

19.01. The Complainant has produced Hand Loan Agreement dated 01.10.2009 at Exp6; Receipt inrespect of the HandLoan Agreement dated 23.08.2010 at Exp7; Hand Loan Agreement dated 17.09.2014 at Exp8; two On Demand Promissory Notes and Consideration Receipts at Exp9 to Exp12. As per these documents it is seen that, there is a transaction inbetween the Complainant, his wife on one hand and the Accused and her husband on the otherhand, wherein the Accused and her husband have taken handloan of Rs 15,22,000/□ on seven different occasions and the Accused and her husband have undertaken to repay the same, with interest @Rs 1%p.m. 19.02. Coming to the ocular evidence on this point, more specifically, cross examination of PW1, at Page No 2, Para No 2, Line Nos 4 to 14, which reads as under:

"I have document to show that we have paid the money as a loan to the accused but till this date I have not produced any such document to the court. The witness volunteers that the accused has executed the hand loan agreement in his favour. Myself and my wife together filed five cases against S M Kantharaju and his wife Shanthala. Total loan amount paid to S M Kantharaju and his wife Shantala is Rs 15,22,000/□ It is true that we have received five cheques towards the said loan of Rs 15,22,000/□ I cannot say the number of the said cases."

As per this evidence, Complainant/PW1 contends that he has not any documents, but the Accused and her husband has executed the agreement and promissory notes to show that he has paid money to the Accused.

19.03. Further as per the cross examination of PW1 at Page No 4, Para No 2, Line Nos 1 to 4, which reads as under:

"It is false to suggest that I have obtained the signature of accused Shantala and her husband Kantharaj in a blank stamp paper and created the said document stating that the loan amount is Rs 6,97,000/□"

As per this evidence, the Complainant/PW1 has denied the suggestion made to him on behalf of the Accused that, he has obtained signature of the accused and her husband on a blank stamp paper and created the document stating that the loan amount is Rs 6,97,000/□

Further as per the cross examination of PW1 at Page No 5, Para No 2, Line Nos 5 to 8, which reads as under:

"It is false to suggest that I have obtained the signature of accused and her husband in a blank stamp paper and subsequently adjusted the said signature through electronic typewriter."

As per this evidence, the Complainant/PW1 has denied the suggestion made to him on behalf of the Accused that, he has obtained signature of the accused and her husband on a blank stamp paper and subsequently adjusted the said signature by use of electric typewriter.

Further as per the cross examination of PW1 at Page No 6, Para No 3, Line Nos 1 to 7, which reads as under:

"It is false to suggest that I have obtained the signature of accused on blank promissory note and consideration receipt at ExP9 and 10. It is false to suggest that I have obtained the signature of accused on blank cheques and blank stamp papers and thereafter, created the said documents for the purpose of this case. It is false to suggest that I have misused the cheque given as a surety and filed this false case against the accused."

As per this evidence, the Complainant/PW1 has denied the suggestion made to him on behalf of the Accused that, he has obtained signature of the accused on the blank Promissory note and consideration receipt ExP9 & ExP10; he has obtained signature on a blank cheques and blank stamp paper and created the document and misused the same for filing the present complaint.

Further as per the cross examination of PW1 at Page No 5, Para No 1, Line Nos 7 to 11, which reads as under:

"It is false to suggest that by adjusting the signature in the blank stamp paper I have got typed the hand loan agreement. It is false to suggest that name of the 1st party and 2nd party has been subsequently inserted through electronic typewriter."

As per this evidence, the Complainant/PW1 has denied the suggestion made to him on behalf of the Accused that, he has got adjusted the signature in the blank stamp paper, by subsequently inserting the names of the parties to the document, with the help of the electric typewriter.

19.04. As per this ocular evidence, the Accused contends that she has given blank signed cheques and blank signed stamp papers, then it is for her to show that she has given the said signed blank cheques and signed blank stamps; as to why she had given the same to the Complainant; and why the same are in custody of the Complainant. Due to the said suggestion, it is clear that the Accused is having some special knowledge about the said cheques and stamp papers, so as per Sec 106 of Indian Evidence Act, burden is on the Accused to prove the fact that, she had given signed blank cheques and signed blank stamp papers to the Complainant. But the Accused has neither led any ocular evidence nor any documentary evidence, in this regard. Thus the Accused has failed to prove the fact that she had issued signed blank cheques and signed blank stamp papers to the Complainant.

20. The second line of defence of the Accused is that the Complainant had no sufficient means to pay the amount, as alleged in the Complaint to her. In other words it is denial of capacity of the Complainant to pay the handloan, as alleged by him, in the Complaint. Thereby there is absence of legally enforceable debt for issuance of cheque—Exp1. The Learned Counsel for the Appellant has placed his reliance on

(a) the decision of the Hon'ble Apex Court, in the case of K Subramani Vs K Damodara Naidu, reported in 2015(4) Kar. L. J 118 (SC), wherein it is observed in Para No 9, is as under:

"9. In the present case the complainant and the accused were working as Lecturers in a Government college at the relevant time and the alleged loan of Rs.14 lakhs is claimed to have been paid by cash and it is disputed. Both of them were governed by the Government Servants Conduct Rules which prescribes the mode of lending and borrowing. There is nothing on record to show that the prescribed mode was followed. The source claimed by the complainant is savings from his salary and an amount of Rs.5 lakhs derived by him from sale of site No.45 belonging to him. Neither in the complaint nor in the chief—examination of the complainant, there is any averment with regard to the sale price of site No.45. The concerned sale deed was also not produced. Though the complainant was an income—tax assessee he had admitted in his evidence that he had not shown the sale of site No.45 in his income—tax return. On the contrary the complainant has admitted in his evidence that in the year 1997 he had obtained a loan of Rs.1,49,205/—from L.I.C. It is pertinent to note that the alleged loan of Rs.14 lakhs is claimed to have been disbursed in the year 1997 to the accused. Further the complainant did not produce bank statement to substantiate his claim. The trial Court took into account the testimony of the wife of the complainant in another criminal case arising under Section 138 of the N.I. Act in which she has stated that the present appellant/accused had not taken any loan from her husband. On a consideration of entire oral and documentary evidence the Trial Court came to the conclusion that the complainant had no source of income to lend a sum of Rs.14 lakhs to the accused and he failed to prove that there is legally recoverable debt payable by the accused to him."

(b) the decision of the Hon'ble High Court of Andhra Pradesh, in the case of A Bhoosanrao Vs Purushothamdas Pantani and another, reported in 1998 CrL J 906, wherein it is held that, "When the Accused denied the lending of money; capacity of the Complainant to lend the same, then it is for the Complainant to prove the same, which will necessarily lead to legally enforceable debt."

20.01. As per the materials on record, it remains an admitted fact from the side of the Accused that the Complainant and her husband are working with National Aerospace Laboratories.

20.02. On careful perusal of the cross examination done to the Complainant/PW1 on behalf of the Accused, it is seen that, no doubt, the Accused has denied the transaction in between her and the Complainant, but along with it, it is contended that she has issued signed blank cheques and stamp papers, then it was for the Accused to prove the same, but the same has not been proved by the

Accused.

21. As per the decision of the Hon'ble Apex Court, in the case of APS Forex Services Pvt. Ltd., V/s Shakthi International Fashion linkers & others, wherein it is held that;

"When the financial capacity of the Complainant is questioned in support of probable defence, despite presumption U/Sec. 139 of the N.I. Act, with regard to the existence of legally enforceable debt, the onus shifts on the Complainant to prove the financial capacity. Under such circumstances, complainant is required to prove his financial capacity, in order to raise the presumption available U/Sec. 139 of N.I. Act, in his favour".

22. Further, as per the decision of the Hon'ble Apex Court, in the case of Basalingappa V/s Mudibasappa, reported in (2019) 5 SCC 418, wherein it is held that;

"Appellant disputing financial capacity of the Complainant to pay the amount, by leading cogent evidence to prove it, leads to the Accused probalising his defence, then burden would be on the Complainant to establish his financial capacity".

23. Applying the above principles of law to the instant case at hand, it is seen that, in the present case though the Accused has questioned the financial capacity of the Complainant to lend money to her. But on the other hand, the Accused has taken up a defence that, she has given signed blank cheques and stamp papers to the Complainant. So under these circumstances, though the financial capacity of the Complainant is questioned by the Accused, but the same is not supported with probable defence of the Accused. Hence, the said stand of the Accused is not acceptable.

24. Under these circumstances, the Accused/ Appellant should have led some cogent evidence to show that she had given the signed blank cheques and stamp papers, without any transaction, to the Complainant. Unless the Accused leads cogent evidence to this effect, the defence of the Accused will not become probable, but it will be merely a palpable defence, which will not be sufficient to discharge his duty to rebut the presumption available U/Sec. 139 of the N.I. Act, to the Complainant.

25. Thus, as per the above oral and documentary evidence, it can be said that, the Accused has taken various stands in her defence. On looking to the line of defence and the various contentions taken up by the Accused, in her evidence, the version of the Accused is not inspiring the confidence of this Court. Hence, the contention of the Appellant/Accused cannot be accepted at all.

26. Considering the inconsistent contentions raised by the Accused in the cross examination of PW1, it can be said that, the stands taken up by the Accused, is not fortified with cogent evidence, on the basis of preponderance of probabilities, in order to rebut the presumption available to the Complainant, U/Sec 139 of NI Act. So, in the absence of material evidence, the different and distinct stands, taken up by the Accused, cannot be accepted at all.

27. Thus, the presumption available to the Complainant U/Sec. 139 of N.I. Act, has remained unrebutted, from the side of the Appellant/Accused. Hence, presumption available to the Complainant U/Sec.139 of N.I.Act stands unrebutted. I have gone through the Judgment of the Trial Court, rightly the Trial Court has concluded that the Accused has failed to rebut the presumption available to the Complainant U/Sec.139 of N.I.Act.

HENCE, I ANSWER POINT NOS. 2 to 4 IN THE NEGATIVE.

28. POINT NO 5:

Under these circumstances, there is no any hurdle to derive the presumption available to the holder of the cheque U/Sec.118 as well as U/Sec. 139 of N.I.Act. I find force to my above opinion as per the decision of Hon'ble Apex Court in the case of Hiten Pidalal V.s Bratindranath Banergi reported in 2001 CrL.L.J. 4647 (Supreme Court) as well as in the case of M.S.Narayan Menon @ Mani V/s State of Kerala and Another reported in 2006 SAR.CrL.616 and in the case of Krishna Janardhan Bhat V/s Dattatreya G. Hegde reported in (2008)2 SCC CrL. 166. Rightly, the Trial Court has considered all these aspect and there is no any fault on the part of the Trial Court. I do not find any force in the submission of the learned counsel for the Appellant.

29. Further 313 Statement is recorded by the Trial Court on 29.04.2019, it covers the entire incriminating substance, brought on record by way of evidence, against the Accused. The Trial Court has examined the Accused U/Sec. 313 of Cr.P.C. I have gone through the statement of the Accused recorded by the Trial Court U/Sec. 313 of Cr.P.C., and reply given by the Accused, to the said questions, in the statement. I do not find any fault in the statement of the Accused, recorded by Trial Court U/Sec 313 of Cr.P.C.

30. I have carefully gone through the reasonings given by the Trial Court, while awarding compensation to the Complainant U/Sec.357 of Cr.P.C. I do not find any error or material irregularity in the said findings.

31. Further inorder to conclude, the Hon'ble High Court has held in General Auto Sales Vs Vijayalakshmi, reported in 2005(1) KLT 478 in Paragraph No 8 thereof, that:

"Even if a blank signed cheque has been given towards liability or even as security, then the liability subsists and quantified, if the cheque is filled up and presented to the Bank, the person who had drawn the cheque, cannot avoid the criminal liability under Section 138 of NI Act".

Further the Hon'ble Apex Court has held in Rangappa Vs Sri Mohan, reported in (2010) 11 SCC 441, that;

"Once issuance of cheque and signature thereon are admitted, presumption of a legally enforceable debt infavour of the holder of the cheque arises. It is for the

Accused to rebut the said presumption, though Accused need not adduce his own evidence and can rely upon the material submitted by the Complainant. However, mere statement of the Accused may not be sufficient to rebut the said presumption".

32. In this case there was really presumption available infavour of the Complainant in terms of Section 138 & 139 of Negotiable Instruments Act, against the accused and the accused has not discharged her burden to rebut that presumption.

33. The Trial Court has considered all the aspects, the grounds taken up by the Accused as defence. The Order of the Trial Court in awarding compensation to the Complainant, is also well reasoned.

34. When no fault is committed by the Trial Court, in coming to the conclusion, convicting the Accused for the offence punishable U/Sec 138 of NI Act, interference to that effect, by this Court does not arise at all.

35. Thus, I am declined to interfere with the findings recorded by the Trial Court.

36. Necessarily the prosecution succeeds. The conviction is therefore confirmed, as the accused is found guilty of the offence punishable under Section 138 of Negotiable Instruments Act. The Accused is hereby directed to pay the amount of compensation as ordered by the Trial Court.

Hence, for the above reasons I am constrained to answer POINT NO.5 IN THE NEGATIVE.

37. POINT NO. 6:

For having answered Point Nos.1 in the Affirmative; Point Nos.2 to 5 in the Negative, I proceed to pass the following:

ORDER Acting U/Sec.386 of Cr.P.C., the Appeal preferred by the Appellant/Accused is hereby Dismissed.

In the consequences, the order of conviction passed by the Learned XXXIII Addl. CMM, Bengaluru in C.C.No.55102/2017 dtd.02.11.2019, recording conviction of the Accused, is hereby confirmed.

The order of suspension passed by this Court U/Sec.389 of Cr.P.C. stands revoked.

The Trial Court shall execute its order, as per law.

No order as to costs.

In case, if the Appellant/Accused has deposited the amount, as directed U/Sec. 148 of N.I. Act, the same may be dealt with, as per Law U/Sec. 143 of the said Act.

Remit the TCR to the Trial Court, on obtaining necessary acknowledgement, from it, alongwith the copy of this Judgment.

□□(Dictated to the Judgment Writer directly on computer system, computerized by her and print out taken by her, after correction, signed and pronounced by me, in the open court on this the 16th day of March, 2021.) [Abdul□Rahiman. A. Nandgadi] LXXII Addl.City Civil & Sessions Judge, Bengaluru. (CCH□73)