R

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 3RD DAY OF FEBRUARY, 2023

BEFORE

THE HON'BLE MR. JUSTICE RAMACHANDRA D. HUDDAR

CRIMINAL REVISION PETITION NO.6 OF 2014

BETWEEN:

SMT. JAYAMMA,

...PETITIONER

(BY SRI. K.S.GANESHA, ADVOCATE)

AND:

SMT.JAYAMMA @ NAGAMMA,

...RESPONDENT

(BY SRI. SHAHNAWAZ M. MAMADAPUR, ADVOCATE)

THIS CRL.RP IS FILED UNDER SECTION 397 AND 401 OF Cr.P.C. PRAYING TO SET ASIDE THE JUDGEMENT DATED

13/11/2013 PASSED BY THE 2ND ADDL. DIST & SESSIONS JUDGE, CHIKMAGALUR IN CRL. APPEAL NO.152/2013 AND ALSO SET ASIDE THE JUDGMENT DATED 05.03.2013 PASSED BY THE PRL.CIVIL JUDGE AND JMFC, KADUR IN C.C.NO.401/2008 AND DIRECT THAT THE PETITIONER BE ACQUITTED, IN THE INTEREST OF JUSTICE AND EQUITY.

THIS CRL.RP HAVING BEEN HEARD AND RESERVED FOR ORDERS ON 27.01.2023, POSTED FOR PRONOUNCEMENT OF ORDER THIS DAY, THE COURT PRONOUNCED THE FOLLOWING:

O R D E R

1. The Revision Petitioner being aggrieved by the Judgment dated 13.11.2013 passed by the II Addl. Dist. & Sessions Judge, Chikkamagalur in Crl. A. No.152/2013 dismissing her appeal against the Judgment of conviction and sentence passed by the Prl. Civil Judge & JMFC, Kadur, in C.C. No.401/2008 dated 05.03.2013 has preferred this Revision Petition.

2. The parties to this Revision Petition are referred to as per their rank before the Trial Court, for convenience.

3. The brief facts leading up to this revision petition are as under:

That The complainant and accused are known to each other. It is alleged that, accused approached the complainant for financial assistance for her family necessities and benefits. Accordingly, complainant advanced a loan of Rs.1,00,000/- in the first week of October, 2007 to the accused. In discharge of the said legal liability, it is alleged that, accused issued a cheque bearing No.0775854 dated 30.10.2007 for Rs.1,00,000/- drawn on Chikmagalur-Kodagu Grameena Bank, Kadur. It is further alleged that, when the said cheque was presented for encashment through the banker of the complainant i.e., Canara Bank on 21.01.2008, the said cheque came to be dishonoured as per the endorsement dated 29.01.2008 as "funds insufficient". The complainant has intimated the same to the accused on 03.02.2008. Thereafter, she got issued the legal notice to the accused on 08.02.2008 demanding the repayment of the cheque amount. But accused failed to pay the demanded amount. Thereafter, the complainant filed a complaint under Section 200 Cr.P.C. before the Trial Court alleging offence under Section 138 of the Negotiable Instruments Act against the accused.

4. On filing the complaint, the learned Trial Court took cognizance of the offence, recorded sworn statement of the complainant, **i**ssued process against accused and secured her presence. She was enlarged on bail. The Trial Court recorded the substance of accusation, accused pleaded not guilty and claimed to be tried.

5. To substantiate the case of the complainant, she herself examined as P.W.1 and marked documents on her behalf as Exs.P1 to P6. After closure of the evidence of the complainant, accused was questioned under Section 313 Cr.P.C. so as enable her to answer the incriminating circumstances appearing in the evidence of the prosecution. She denied her complicity in the crime. She submitted before the Trial Court that, she wants to lead defence evidence. Accordingly, by way of defence evidence, she entered witness box as D.W.1. She also examined one more person as D.W.2 on her behalf and marked documents at Exs.D1 to D10 and closed her evidence.

6. The learned Trial Court after hearing arguments of both sides, passed the impugned Judgment of conviction and

sentence for the offence punishable under Section 138 of the N.I. Act and directed the accused to pay a fine of Rs.2,00,000/- and in default of payment of fine, she shall undergo simple imprisonment for a period of four months. It is further ordered that, out of the fine amount, a sum of Rs.1,95,000/- be paid to the complainant as compensation amount. Being aggrieved by the said Judgment of conviction and sentence, accused preferred Crl.A. No.152/2013 before the II Addl. Dist. and Sessions Judge, Chikmagalur, being the First Appellate Court.

7. The learned First Appellate Court, after hearing both sides, dismissed the said appeal on 13.11.2013 confirming the Judgment of conviction and sentence passed by Principal JMFC, Kadur in C.C. No. 104/2008, dated 05.03.2013. This is how, being aggrieved by the concurrent findings of the Trial Court as well as the First Appellate Court, the revision petitioner being accused has preferred this revision petition on the following grounds:

8. That the Trial Court and First Appellate Court have passed the Judgment which is against the law and facts. Therefore, the

said Judgments are liable to be set aside. It is further stated that, the First Appellate Court in the absence of a cogent evidence, erred in holding that the Revision Petitioner - accused has received cheque i.e., Ex.P1 for a consideration from the complainant which is erroneous. The complainant has not placed any material before the Trial Court to show that, she has paid Rs.1,00,000/- to the accused -Revision Petitioner. Even then, the Trial Court and First Appellate Court have believed the testimony of P.W.1 and convicted the Revision Petitioner - accused. Though it is stated by the Revision Petitioner alleging that, the income she derives is sufficient for her livelihood and she is not having any amount, even then, the Trial Court has convicted the accused - Revision Petitioner. It is very much clear from the evidence of complainant - respondent that she had no capacity to pay such huge amount of Rs.1,00,000/- to the Revision Petitioner.

9. It is further stated that, Ex.P1 has been issued to one Jayamma. Admittedly, name of respondent is Nagamma. Though the respondent says that she is called as Jayamma, but

no document is produced to substantiate the same. The Revision Petitioner has produced documents to show that, her name is Nagamma. It is further stated that, the respondent is not the holder of Ex.P1 cheque. As such, the provisions of Section 139 of the N.I. Act cannot be extended so to benefit the respondent i.e. the complainant. The findings of the Trial Court and First Appellate Court are not proper and such findings are without proper appreciation of the evidence so led by the accused. Even there is an admission by P.W.1 that, there are no financial transactions between complainant and accused. This itself is sufficient to dismiss the complaint. Amongst other grounds, it is prayed to set aside the impugned Judgment of conviction and sentence passed by the Trial Court, affirmed by the First Appellate Court.

10. After filing this Revision Petition, notice came to be issued and respondent appeared before the Court through her counsel. The Trial Court records are secured.

11. Heard the arguments of learned counsel for both sides. Meticulously perused the records.

12. Before adverting to other aspects of the case, let me analyse certain factual features that emerge from the facts of this case.

13. It is the allegation of the complainant that this revision petitioner being accused, issued a cheque for Rs.1,00,000/-, bearing No.0775854 dated 30.10.2007 drawn on Chikmagalur-Kodagu Grameena Bank, Kadur, in discharge of a legal debt for having received the amount from the complainant to meet her financial necessities. The said cheque was presented by the complainant on 21.01.2008 before the banker of the complainant i.e. Canara Bank. The said cheque was returned with an endorsement "funds insufficient" on 29.01.2008. On 03.02.2008, an intimation was issued by the complainant to the accused that cheque issued by the accused was dishonoured. Thereafter, within the statutory period, she issued a demand notice on 08.02.2008. The said notice was not served and the accused managed to return the same. The said notice was also sent through Certificate of Posting. Thereafter, accused did not pay the amount. Then the complainant filed a private complaint

under Section 200 Cr.P.C. against the accused for the offence punishable under Section 138 of the N.I. Act. The said complaint was registered after recording sworn statement. Trial was conducted against the accused. The learned Trial Court passed the Judgment of conviction and sentence as stated supra. Being aggrieved, the accused preferred Crl.A. No.152/2013 before the II Addl. Dist. and Sessions Judge, Chikmagalur. The said appeal came to be dismissed on 13.11.2008. These are the calendar of events that have taken place in this case.

14. Law with regard to offence under Section 138 of the N.I. Act is very much laid down. Before appreciation of the position of law, and facts of this case, one must read the provisions of Sections 138 and 139 of the N.I. Act. They read as under:

> **"Section 138:**
>
> **Dishonour of cheque for insufficiency, etc., of funds in the account:**
>
> [1][Where any cheque drawn by a person on an account maintained by him with a banker for payment of any amount of money to another person from out of that account for the discharge, in whole or in part, of any debt or other liability, is returned by the bank unpaid, either

because of the amount of money standing to the credit of that account is insufficient to honour the cheque or that it exceeds the amount arranged to be paid from that account by an agreement made with that bank, such person shall be deemed to have committed an offence and shall, without prejudice to any other provision of this Act, be punished with imprisonment for a term which may be extended to two years, or with fine which may extend to twice the amount of the cheque, or with both:

Provided that nothing contained in this section shall apply unless--

(a) the cheque has been presented to the bank within a period of six months from the date on which it is drawn or within the period of its validity, whichever is earlier;

(b) the payee or the holder in due course of the cheque, as the case may be, makes a demand for the payment of the said amount of money by giving a notice; in writing, to the drawer of the cheque, within thirty days of the receipt of information by him from the bank regarding the return of the cheque as unpaid; and

(c) the drawer of such cheque fails to make the payment of the said amount of money to the payee or, as the case may be, to the holder in due course of the cheque, within fifteen days of the receipt of the said notice.

Explanation.-- For the purposes of this section, debt of other liability means a legally enforceable debt or other liability.

Section 139. Presumption in favour of holder:
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, of any debt or other liability."

15. Thus, after reading the settled line of precedents so to say, a meaningful reading of the provisions of the N.I. Act including in particular, Sections 20, 87 and 139 make it amply clear that, a person who signs a cheque and makes it over to a payee remains liable unless he adduces evidence to rebut the presumption that the cheque had been issued for payment of a debt or in discharge of a liability as held by the Hon'ble Supreme Court of India in **Bir Singh Vs. Mukesh Kumar,** reported in **(2019) 4 SCC 197**. It is further held in the said Judgment that, it is immaterial that the cheque may have been filled in by any person other than the drawer, if the cheque is duly signed by the drawer, If the cheque is otherwise valid, penal provisions of

Section 138 would be attracted. In para 34 of the said Judgment the Hon'ble Supreme Court of India has held as under:

> "34. If signed blank cheque is voluntarily presented to a payee, towards some payment, the payee may fill up the amount and other particulars. This in itself would not invalidate the cheque was not in discharge of a debt or liability by adducing evidence."

16. It is held by the Hon'ble Supreme Court of India in **Crl.A. No.1260/2022 (arising from SLP (Crl) No.9836 of 2019) disposed of on 16.08.2022** as under:

> "15. A drawer who signs a cheque and hands it over to the payee, is presumed to be liable unless the drawer adduces evidence to rebut the presumption that the cheque has been issued towards payment of a debt or in discharge of a liability. The presumption arises under Section 139.
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> 16. In **Anss rajashekar v. Augustus Jeba Ananth**[(2020) 15 SCC 348] a two Judge Bench of this court, of which one of us (D.Y. Chandrachud J.) was a part, reiterated the decision of the three-Judge Bench of this Court in **Rangappa v. Sri Mohan** [(2010) 11 SCC 441]

on the presumption under Section 139 of the NI Act. The court held:

> 12. Section 139 of the Act mandates that it shall be presumed, unless the contrary is proved, that the holder of a cheque received it, in discharge, in whole or in part, of a debt, or liability. the expression "unless the contrary is proved" indicates that the presumption under Section 139 of the Act is rebuttable. Terming this as an example of a "reverse onus clause" the three-Judge Bench of this Court in Rangappa held that in determining whether the presumption has been rebutted, the test of proportionality must guide the determination. The standard of proof for rebuttal of the presumption under Section 139 of the Act is guided by preponderance of probabilities. This court held thus:
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> > "28. In the absence of compelling justifications, reverse onus clauses usually impose an evidentiary burden and not a persuasive burden. Keeping this in view, it is a settled position that when an accused has to rebut the presumption under section 139, the standard of proof for doing so is that of "preponderance of probabilities". Therefore, if the accused is able to raise existence of a legally enforceable debt of

> liability, the prosecution can fail. As clarified in the citations, the accused can rely on the materials submitted by the complainant in order to raise such a defence and it is conceivable that in some cases the accused may not need to adduce evidence of his/her own."

17. Thus, the object of Section 138 of the N.I. Act is to infuse credibility to negotiable instruments including cheques and to encourage and promote the use of negotiable instruments including cheques in financial transactions. The penal provision of Section 138 of the N.I. Act is intended to be a deterrent to callous issuance of negotiable instruments such as cheques without serious intention to honour the promise implicit in the issuance of the same.

18. Keeping in mind the aforesaid legal position, now let me analyse that, whether the Trial Court is right in convicting and sentencing the accused and the First Appellate Court is justified in affirming the Judgment of Principal JMFC, Kadur?

19. P.W.1 being the complainant has given evidence on par with the allegations made in the complaint. She relies upon a cheque Ex.P1, memos, Exs.P2 and P3, legal notice Ex.P4, UCP receipt Ex.P5 and returned cover Ex.P6. She has been intensively cross-examined by the counsel for the accused before the Trial Court.

20. So far as issuance of statutory notice is concerned, there is a suggestion to P.W.1 in the cross-examination that, notice was issued by the complainant to the accused. It is also suggested that, a notice is being sent by her. That means, this suggestion goes to establish that, a statutory notice is being issued by the complainant and it is being known to the accused.

21. It is the specific defence of the accused that, this complainant is not Nagamma but Jayamma. So taking advantage of these two names of this complainant, it is suggested to P.W.1 that, whether she is called as Jayamma also. She has deposed that she is also called as Jayamma. So far as the name of complainant as Nagamma or Jayamma is concerned, though it is highlighted by the counsel for the accused that this Nagamma is

not Jayamma etc. but both complainant and accused adduced the evidence identifying the complainant as Nagamma and Jayamma. That means she is called as Nagamma as well as Jayamma. Therefore, there is no substance in the submission of the counsel for the accused that, the said cheque was misused etc. by the complainant.

22. So far as capacity of the complainant to advance the loan to the accused is concerned, she has stated categorically in her cross-examination that, after retirement of her husband, she has received the money. The said money was kept in the house. When there was a demand by the accused to advance loan to her to meet her legal necessities, she took Rs.1,00,000/- from the said amount and advanced loan to the accused. It is further stated that except this transaction, no other transaction has taken place. There is no further denial of this aspect in the cross-examination by the accused. That means, throughout the cross-examination, the transaction between the complainant and accused have been admitted. Suggestions so directed to P.W.1 are flatly denied by her. When suggestions are denied, they have

no evidentiary value. It is further suggested to P.W.1 that, during the year 2002, accused took a loan of Rs.30,000/- from the complainant and her husband. But the suggestion is denied. It is further suggested that for the due amount, a promissory note was executed. At that time two blank cheques were signed and were taken by the complainant. But this suggestion is denied.

23. On a scrupulous reading of the cross-examination, a suggestion with regard to the taking two blank cheques being signed by the accused is being admitted by this accused. So, when there is issuance of blank cheque, the burden lies on the accused to disprove the case of the complainant. That means initially the burden is on the complainant. Once the burden is discharged by the complainant, then the onus lies on the accused to disprove the case of the complainant.

24. Now, let me come to the evidence of D.W.1. It is her specific defence that, name of complainant is not Nagamma but Jayamma. To that effect, she has produced various documents from Exs.D1 to D10. She states that she has not received any

amount from the complainant as a loan and the complainant has no financial capacity. The cross-examination directed D.W.1 is worth reading. She admits that she knew complainant right from the year 1995 onwards. Even she does not know what was the profession of the husband of the complainant. She says that she is working in B.C.M. hostel as a Cook since 1998. She admits that the account with regard to cheque Ex.P1 is standing in her name. The said cheque Ex.P1 bears her signature. She volunteers that she has signed the blank cheque and gave it to this complainant. She also admits that after 29.01.2008, the complainant demanded the accused to pay the money. She admits that on 08.02.2008 complainant issued a legal notice to her through her counsel but she has not replied to the said notice. She also admits that there was no necessity for her to issue reply to the said notice.

25. It is the defence of the accused that there was an agreement between the complainant and accused on 19.12.2007 as per Ex.D10. In that agreement, complainant remembers the old transaction etc. But in the cross-examination she admits that

Ex.D1 bears the signature of the complainant. She denies the suggestion that this cheque was written by her.

26. To prove the contents of Ex.D10, she has examined DW2 Shivappa who is the scribe of the said document. But the cross-examination reflects that he was not well conversant with the transaction between the complainant and the accused and he is not a licensed scribe.

27. Thus, on scrupulous reading of the entire evidence led by the parties, so also the Judgments of the Trial Court as well as the First Appellate Court, it is evident that, the Revision Petitioner - accused has duly issued the cheque in question for Rs.1,00,000/- in favour of the complainant, in discharge of a debt or liability, the cheque was presented to the banker for payment. However the cheque returned unpaid for want of sufficient funds in the account of the revision petitioner - accused. Statutory notice of dishonour was duly issued to her. There was no response from the revision petitioner - accused.

28. With regard to the defence so taken by the accused that Ex.D10 is a document which is being signed by the complainant therefore it is duly put up in accordance with law. The Trial Court records would show that, Ex.D10 was referred for an expert opinion. The expert has given the opinion that, specimen signature of the complainant did not tally with the disputed signature of Ex.D10. There is no further challenge of this finding of the hand-writing expert by the revision petitioner - accused before any forum. That means the said finding of the expert opinion has reached finality. That means Ex.D10 so relied on by the accused is not a valid document as per the argument of the learned counsel for the complainant. Thus, the Trial Court and First Appellate Court arrived at the specific concurrent factual finding that Ex.D10 admittedly was not signed by the Complainant.

29. The learned Trial Court and the First Appellate Court rejected the plea of the accused that the complainant had misused the blank signed cheque made over by the accused to the complainant. In view of the admissions of the accused in the

cross-examination, it can be said that, the Trial Court and First Appellate Court are right in making such a factual finding based on the evidence placed on record.

30. The provisions of Section 139 of the N.I. Act mandates that unless the contrary is proved, it is to be presumed that the holder of the cheque received the cheque of the nature referred to in Section 138 of the N.I. Act in discharge of any whole or any part of any debt or other liability.

31. Needless to mention that the presumption contemplated under Section 139 of the N.I. Act is rebuttable presumption. However, the onus of proving that the cheque was not in discharge of any debt or other liability is on the accused, drawer of the cheque.

32. In a Judgment reported in **Hiten P Dalal Vs. Batindranath Banerjee, reported in (2001) 6 SCC 16,** the Hon'ble Supreme Court of India has held that, both Section 138 and 139 require that the Court shall presume the liability of the drawer of the cheques for the amounts for which the cheques

are drawn. In the said Judgment, a Judgment in **State of Madras Vs. Vaidyanath Iyer reported in AIR 1958 SC 61** has been followed, wherein it was held that, it was obligatory on the court to raise this presumption.

33. Section 139 introduces an exception to the general rule as to the burden of proof and shifts the onus on the accused. The presumption under Section 139 of the N.I. Act is a presumption of law as distinguished from presumption of facts. Presumptions are rules of evidence and do not conflict with the presumption of innocence, which requires the prosecution to prove the case against the accused beyond reasonable doubt. The obligation on the prosecution may be discharged with the help of presumptions of law and presumptions of fact unless the accused adduces evidence showing the reasonable possibility of the non existence of the presumed fact.

34. It is said that presumption of innocence is undoubtedly a human right as contended on behalf of the Revision Petitioner - accused. However the guilt may be established by recourse to

presumptions in law and presumptions of facts as observed by the Hon'ble Supreme Court of India in various Judgments.

35. The Hon'ble Supreme Court of India in **Lakshmi Dyechem Vs. State of Gujarat and others reported in (2012) 13 SCC 375** reiterated that, in view of Section 139, it has to be presumed that a cheque was issued in discharge of a debt or other liability but the presumption could be rebutted by adducing evidence. The burden of proof was however on the person who wanted to rebut the presumption.

36. If these principles laid down by the Hon'ble Supreme Court of India are applied to the present facts of the case, in view of the provisions of Section 139 of the N.I. Act read with Section 118 thereof, the Court had to presume that the cheque had been issued discharging a debt or liability. The said presumption was rebuttable and could be rebutted by the accused by proving contrary. In this case, there is just a denial. But mere denial or rebuttal by the accused is not enough. The accused has to prove by cogent evidence that there was no debt or liability.

37. As observed above, the Trial Court, on analysis of the evidence adduced by the respective parties arrived at the factual finding that the petitioner - accused had duly issued the cheque Ex.P1 for Rs.1,00,000/- in favour of respondent - complainant, in discharge of a debt or a liability, the cheque was presented to the bank for payment within the period of its validity, but the cheque had been returned unpaid for want of sufficient funds in the account of the petitioner - accused in the bank on which the cheque was drawn. Statutory notice of dishonour was duly issued to which there was no response from the petitioner - accused.

38. The Appellate Court affirmed the aforesaid factual findings. The learned Trial Court and the Appellate Court arrived at the specific concurrent and factual finding that the cheque had admittedly been signed by the Revision Petitioner - accused. The learned Trial Court and the Appellate Court rejected the plea of the petitioner - accused that the complainant - respondent had misused the blank signed cheque made over by the petitioner - accused to her.

39. It is settled that, even a blank cheque leaf, validly signed and handed over by the accused, which is towards some payment, would attract presumption under Section 139 of the N.I. Act, in the absence of any cogent evidence to show that, the cheque was not issued in discharge of a debt. Thus, in the absence of any finding that the cheque in question was not signed by the petitioner - accused or not voluntarily made over to the payee and in the absence of any evidence with regard to the circumstances in which a blank signed cheque had been given to the complainant, it may reasonably be presumed that the cheque was filled in by the complainant being the payee. In my considered opinion, the Trial Court and the Appellate Court have rightly appreciated the evidence placed on record by both the parties.

40. There is no acceptable grounds to interfere with the concurrent findings of both the Courts. More so, the powers the Revisional Court are well settled. Now the question that comes is whether the Revisional Court has got the jurisdiction to interfere with the finding of the Trial Court and First Appellate Court. It is

well settled that in exercise of revision jurisdiction under Section 397 Cr.P.C., the High Court, does not in the absence of perversity, interfere in the concurrent factual findings. It is not for the Revisional Court to analyse and re-appreciate the evidence on record.

41. It is held by the Hon'ble Supreme Court of India in a Judgment reported in **(2008) 14 SCC 457 in Southern Sales and Services and others Vs. Sauermilch Design and Handles GmbH,** it is well established principle of law that, the Revisional Court will not interfere even if a wrong order is passed by a Court having jurisdiction, in the absence of a jurisdictional error.

42. It is well settled that in exercise of revisional jurisdiction under Section 397 of code of Criminal procedure, the High Court does not, in the absence of perversity, upset concurrent factual findings. It is not for the Revisional Court to re-analyse and re-interpret the evidence on record. That means, interference by the High Court in exercise of revisional jurisdiction is limited to the exceptional cases. viz.(i) When it is found that order under

revision suffers from glaring illegality or has caused miscarriage of justice, (2) When it is found that Trial Court has no jurisdiction to try the case. (3) When Trial Court has illegally shut out the evidence which otherwise ought to have been considered and (4) Where material evidence which clinches the issue has been overlooked.

43. It is held by the Hon'ble Supreme Court in **State of Gujarat Vs Afroz Mohammad Hasanfatta,** reported in **2019 CRL. L.J. 3366, 338(SC)** that "while hearing revision under section 397 of Cr.P.C., the High court does not sit as an Appellate Court and will not re-appreciate the evidence unless the judgment of the trial court suffers from perversity".

44. Therefore the conviction of the petitioner - accused for the offence punishable under Section 138 of the N.I. Act is to be confirmed.

45. At the time of admission 25% was deposited. The balance amount shall be deposited in the Trial Court within four weeks

from today, failing which, the default sentence follows as imposed by the Trial Court.

46. Resultantly, I pass the following:

ORDER

Criminal Revision Petition so filed is dismissed. Judgment of conviction and sentence dated 05.03.2013 passed by Principal Civil Judge & JMFC, Kadur in C.C No.401/2008 affirmed by II Addl. Dist.& Session Judge Chikkamagalur in Crl. A. No.152/2013, by Judgment dated 13.11.2013 are hereby confirmed.

Revision Petitioner is directed to deposit the fine amount before the Trial Court within four weeks from today. On such deposit, Trial Court is directed to release the compensation amount so awarded to the complainant.

Send back the Trial Court and Sessions Court records, forthwith.

sd/-
JUDGE

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