HONOURABLE Dr. JUSTICE B.SIVA SANKARA RAO

CRIMINAL APPEAL Nos.1009, 1010, 1011, 1012, 1013, 1014, 1015 & 1570 of 2007

COMMON JUDGMENT:

These eight criminal appeals are filed based on dishonour of respective Ex.P-1 cheques issued by the accused-1st respondent to the appeals, when presented by the complainant-appellant for encashment through bank, the same were returned dishonoured with bank memo and a legal notice covered by Ex.P-3 respectively in all cases dated 20.02.2002 issued and the same were acknowledged covered by Ex.P-4 acknowledgement respectively and the complainant filed eight complaint cases on 10.04.2002.

2. The cases were taken cognizance after recording statement of the complainant and after summons, the accused appeared and when supplied copies under Section 207 Cr.P.C and questioned under Section 251 Cr.P.C, the accused denied commission of offence in all respective cases and claims to be tried.

3. During the course of trial in proof of the case of the complainant, P.Ws 1 and 2 were examined with reference to Exs.P-1 to P-10 including those referred supra and after examination under Section 313 Cr.P.C of the accused by bringing to his notice, the incriminating material available and after recording his answers to the same, the accused came in defence to the witness box with the permission of the Court as D.W-1 and marked Exs.D-1 to D-6 which include the original postal served cover with Srinagar colony branch post office round stamp with date 21.02.2002 in claiming by accused of respective complaints filed on 10.04.2002 are beyond the statutory period and the cause of action lapsed and the complaint cases thereby not maintainable. It is the standard defence of accused apart from other contentions of no existence of any legally enforceable debt.

4. The trial Court mainly based on this core issue regarding cause of action not subsisted from the complaint not filed within the statutory

period from date of service of notice dismissed the complaints by acquitting the accused. Impugning said findings of the learned Magistrate in acquitting the accused present appeals are filed.

5. It is the contention of learned counsel for the appellant in all eight appeals that, the trial Court missed attention to the factum of the notices served on the accused only on 25.02.2002 covered by Ex.P-4 acknowledgement and not on 21.02.2002 and the presentation of the complaint within one month after 15 days statutory period for payment (as per Section 138 read with Section 142 of N.I.Act) from the accrual of cause of action is in time and the complaints are not barred muchless cause of action lapsed, apart from other merits in proof of legally enforceable debt due respectively to find the accused-respondent guilty in all appeals, hence accordingly to allow the appeals.

6. Whereas it is the contention of counsel for the accused respondent in all the eight appeals that, the trial Court having came to the right conclusion regarding no cause of action subsisting for non filing of the complaint within 30 days after accrual of cause of action from lapse of 15 days with effect from the date of service of legal notice from non-payment, when the notice is served on 21.02.2002 as per the accused contest including by suggestions to P.Ws-1 & 2 and supported by Ex.D-2 original postal cover round seal of Srinagar Colony branch post office dated 21.02.2002 with Himayath Nagar postal round seal on 20.02.2002 in showing the registered cover posted at Himayath Nagar on 20.02.2002 received at Srinagar colony on 21.02.2002 which were served on that date, from which the 15 days + 30 days to be counted that was expired by 08.04.2002 and the complaint filed on 10.04.2002 is barred by law and thereby sought for dismissal of the appeal on that ground leave about no legally enforceable debt for the cheque amounts of Rs.14,22,743.00 from the very arbitration award copy Ex.D-4 was for Rs.12,51,177.02 Ps. the debt due covered by eight cheques (Ex.P-1) in all cases and thereby sought for dismissal of the appeals on that count also. It is also the contention from the above that there is a suppression of the factum of part payment made by the accused received by the complainant not disclosed

in the complaint for not to interfere on that ground also with the acquittal judgment of the trial Court.

Perused the material record. The parties are being referred to as they arrayed in the trial Court for the sake of convenience.

7. Now, the points that arise for consideration are

1) *whether there is subsistence of the cause of action by the date the 8 private complaint cases for the dishonour of the cheques filed based on Ex.P-1 cheques on 10.04.2002 and if so, the finding of the trial Court in acquitting the accused by dismissing the complaint cases holding the cases not filed within the one month statutory period and 15 days after service of notice from accrual of cause of action are un-sustainable and require to set aside and with what observations?*

2) *Whether there is no legally enforceable debt leave about any suppression of fact in filing the 8 private complaint cases based on the amounts covered by the 8 cheques (Ex.P-1 respectively) for Rs.14.00 lakhs and odd by non disclosing in the complaints the undisputed part payments made from which the Ex.D-4 arbitration award passed for what was due of Rs.12.00 lakhs and odd and if so, even subsistence of cause of action by the date the complaints filed, there is nothing to allow these appeals for this Court while sitting in the appeal as contended by the respondent-accused?*

3) *To what result?*

POINT NO.1:

8. Section 142 of N.I.Act, 1881 (in short, the Act) commencing with non-abstanti clause in saying irrespective of what is contained in Cr.P.C, 1973, for taking cognizance for the offence punishable under Section 138 of the Act except upon a complaint case and clause (b) speaks such complaint is made within one month of the date on which the cause of action arises under clause (c) of the proviso to Section 138 of the Act. As the proviso to Section 142 of the Act was incorporated to the Act amended by Act 55 of 2002 with effect from 06.02.2003, for taking cognizance of a complaint even filed beyond said one month under clause (b) supra. Thus, there is nothing to consider that proviso in favour of the Complainant for its application to the facts from the dishonour of the cheques and filing of the complaint were on and before 11.04.2002 (prior

to the amended provision and in view of bar under Article 20 of the Constitution of India). Any argument referring to it is of no-avail thereby. Further from the wording of Section 142 of the Act with non-obstanti clause it is very clear that the provisions of Cr.P.C, 1973 under Chapter - 36 regarding limitation for taking cognizance of offences covered by Section 468 to 473 Cr.P.C have no application, but for if at all to invoke the general provisions of the Indian Limitation Act, 1963. In this regard also it was held by our High Court that neither Section 5 of Limitation Act, 1963 nor Chapter-36 Cr.P.C applicable for any extension of time beyond one month prescribed by Section 142(c) for taking cognizance of the offence under Section 138 of the Act from the non-obstanti clause contained in Section 142 of the Act vide decisions **Agricultural Market Committee, Adone V. Sankara Rao and Co.**[1]**; Rayalaseema Agro Enterprises V. Gujarat Agros**[2]**.** Thus, the provisions of Section 5 of Limitation Act to condone the delay for filing the complaint for said period beyond one month have no application, apart from the factum of not the case of the complainant in all the cases by filing such application to condone the delay. Thus, no need to consider afresh any application of Section 5 of the Limitation Act, in view of its reference therein the decision placed reliance by the complainant appellant in these cases vide **Sakeeth India Ltd. V. India Securities Ltd.**[3] In computing the 15 days period of statutory notice waiting after service under Section 138(c) of the Act and one month limitation from accrual of cause of action to file the complaint under Section 142(b) of the Act concerned, undoubtedly from said expression of **Sakeeth (supra)** the provisions of Limitation can be taken as guidance in computing the limitation apart from the provisions of General Clauses Act, 1897 particularly Sections 9 and 10.

9. Before coming the present facts as to the complaints filed on 10.04.2002 are within time of limitation or not; coming to the **Sakeeth** (supra) of the Apex Court, where in the factual matrix of the cheque when dishonoured statutory notice was issued to the accused by the complainant demanding to pay within 15 days and said notice served on

the drawer on 29.09.1995 and the 15 days period for making payment held expired on 14.10.1995 by excluding the day of service of the notice, and by including the last day of 15 days i.e., from 30.09.1995 to 14.10.1995 and held that the cause of action for the private complaint from non-payment to the statutory notice arisen in the facts of that case only from 15.10.1995 in computing one month therefrom saying the complaint filed on 15.11.1995 was within time by negating the contention of seeking to quash the proceedings raised before the High Court of Karnataka and therefrom the matter went against before the Apex Court in answering the *lis.* It was therefrom clear that the day of accrual of cause of action that is 15.10.1995 in the facts of that case was also excluded in computing one month by including the last day of the month in saying 15.11.1995 is the date by or before which the complaint could be filed and hence filed on the last day was within time. It was also discussed for the conclusion in paras 6 to 8 referring to the earlier expression in **Harudas Gupta V. State of W.B**[4] where for computing 3 months period held the starting day to be excluded and the last day to be included thereby for the 3 months detention period commencing from 05.02.1971 ended by 05.05.1971 by inclusion of 05.05.1971 and exclusion of 05.02.1972 and thereby held within three months for confirmation order. It speaks a month to be counted is from the date of the month to the say date of next month and not by counting of 28 or 30 or 31 days of respective month and also in saying the 1st date to be excluded and the last date to be included and also that the time of last date is till mid night. For that conclusion, the Apex Court referred several excpressions in so arriving including of the English cases and also referred Section 12 (1)&(2) of the Indian Limitation Act, 1963 and Section 9 of the Geneeral Clauses Act 1897.

(A) Then, Section 12 of Limitation Act says

> "**12. Exclusion of time in legal proceedings:-** (1) In computing the period of limitation for any suit, appeal or application, the day from which such period is to be reckoned, shall be excluded.
>
> (2) In computing the period of limitation for an appeal or an

application for leave to appeal or for revision or for review of a judgment, the day on which the judgment complained of was pronounced and the time requisite for obtaining a copy of the decree, sentence or order appealed from or sought to be revised or reviewed shall be excluded.

(3) Where a decree or order is appealed from or sought to be revised or reviewed, or where an application is made for leave to appeal from a decree or order, the time requisite for obtaining a copy of the judgment shall also be excluded.

(4) In computing the period of limitation for an application to set aside an award, the time requisite for obtaining a copy of the award shall be excluded."

(B) Sections 9 and 10 of General Clauses Act:

"9. **Commencement and termination of time:-** (1) In any Central Act or Regulation made after the commencement of this Act, it shall be sufficient, for the purpose of excluding the first in a series of days or any other period of time, to use the word "from", and, for the purpose of including the last in a series of days or any other period of time, to use the word "or".

(2) This section applies also to all Central Acts made after the third day of January, 1868, and to all regulations made on or after the fourteenth day of January, 1887.

10. **Computation of time:-** (1) Where, by any Central Act or Regulation made after the commencement of this Act, any act or proceeding is directed or allowed to be done or taken in any Court or office on a certain day or within a prescribed period, then, if the Court or office is closed on that day or the last day of the prescribed period, the act or proceeding shall be considered as done or taken in due time if it is done or taken on the next day afterwards on which the Court or office is open:

Provided that nothing in this section shall apply to any act or proceeding to which the Indian Limitation Act, 1877 (15 of 1877) applies.

(2) This section applies also to all Central Acts and Regulations made on or after the fourteenth day of January, 1887."

(10) From above analogy of law and in coming to the facts on hand, Ex.P-3 is the office copy of the legal notice dated 20.02.2002 issued by the complainant to the accused in all the eight cases for dishonour of Ex.P1 cheques based on Ex.P2 bank memo respectively. Ex.D-5 is the original registered cover which sent by the complainant to the accused and admittedly received by him. Ex.P-5 is the acknowledgement of the

accused that was in proof of service of said Ex.P-3 legal notice covered by Ex.D-5 cover. Ex.D-6 is the immediate telegram of the accused to the complainant stating that he was going to issue a reply notice soon. From these documents coupled with evidence of P.W-1 and D.W-1 (complainant and accused respectively), the postal acknowledgement Ex.P-4 and original cover Ex.D-5 speak together that the registered legal notice Ex.P-3 through Ex.D-5 cover registered with Himayath Nagar branch Post Office with round stamp seal and date on 20.02.2002. Ex.P-4 postal acknowledgement and Ex.D-5 postal original cover of the notice also speak that there is Srinagar Colony post office stamp with similar to Himayath Nagar round stamp seal on 21.02.2002. Ex.P-4 acknowledgement of receipt of the legal notice further speaks that, the Himayath Nagar post office stamp was dated 25.02.2002. These facts not in dispute so also the Ex.D-6 telegram undated issued by accused to the complainant saying immediately after receipt of the Ex.P-3 legal notice. It is important to note that neither in Ex.D-6 telegram notice issued by accused nor in Ex.P-5 postal acknowledgement signed by accused, he did not put the date but for signature acknowledging the legal notice, likewise even in Ex.D-5 cover. Had he mentioned the date of service even in any of the three documents it could not be any difficulty but for that. From this with reference to the evidence of the parties supra, needless to repeat further, the crux to decide is when said Ex.P-3 registered notice covered by D-5 cover and P-5 acknowledgement for giving D-6 telegram reply, received by accused. It is the contention of the accused including by suggesting to P.W-1 of the notice received by him on 21.02.2002. It is the evidence of P.W-1 including the suggestion to the accused D.W-1 of the notice served on 25.02.2002 by pointing out the loop holes for non-mention of date of receipt either in D-6 telegram or in P-5 acknowledgement muchless in D-5 envelop supra, in saying had it been on 21.02.2002 he could have put the date but for. Here there is no other evidence muchless direct before this Court to come to the conclusion as to date of service but for to infer with commonsense by application of the prudence envisaged by Section 3 of the Indian

Evidence Act, for no presumptions or legal fictions applicable in the factual matrix even to draw otherwise in this regard muchless u/s.27 of the General Clauses Act. What Section 3 of the Indian Evidence Act speaks regarding 'Fact' to mean and include 'anything, state of things, or relation of things, capable of being perceived by the senses; any mental condition of which any person is conscious'. It speaks on the definition therein regarding proved, disproved or not proved, as to proof that, a fact is said to be proved, when after considering the matters before it, the Court either believes it to exist, or considers it existence that a prudent man ought under the circumstances of the particular case, to act upon the supposition that it exists. Thereby, the inference as to the fact of date of service on which date and is it the date stated by the accused of 21.02.2002 or by the complainant on 25.02.2002 or in any of the specific days to infer as necessarily in between. For that inference to draw from the above definition of Section 3 of the Indian Evidence Act as part of duty of appreciation of evidence equally of the appellate Court for the entire matter at large for reappraisal, the important things to be considered are:- (1) registered cover registered and posted at Himayath Nagar post office branch on 20.02.2002 not in dispute. (2) Registered cover acknowledgement received back after service through Srinagar colony post office branch on the accused, on 25.02.2002 not in dispute as Himayath nagar post office round stamp/seal is there in proof of the dates. (3) The registered cover reached from Himayath Nagar to the addressee area of Srinagar Colony branch post office on 21.01.2002 also not in dispute as for that also there is Srinagar Colony branch post office round stamp/seal on Ex.A-4 acknowledgement as well as Ex.D-5 postal cover. (4) What the accused claims was on the same day of the cover reached the Srinagar Colony post office it was also served on him. (5) It is important to note the ordinary course of things after the cover reached in parcel to the receiving end before serving that, the letters are to be taken in the baggage by Srinagar colony post office, thereafter by stamping of the dates there the covers are to be sorted out area wise and entrusted to the respective post-men and thereafter the respective

postman serve on the respective addressee. It is thereafter the respective post man bring back to the post office the respective acknowledgements or unserved covers and entrust the same to send back to the area post office of the addressor. When this is the process required, the Court can take judicial notice u/s.56 of the Indian Evidence Act of time required for the process also. Thus, it is improbable to believe that it was served on very day it reached Srinagar colony post office on 21.02.2002, merely because so contended by the accused as if on 21.02.2002 served. It is also one of the important circumstance to note that had it been really served on 21.02.2002 the acknowledgement should reach the Himayathnagar branch post office if not on 22.02.2002 atleast by 23.02.2002; whereas it admittedly reached only on 25.02.2002. It is thereby probable even from the settled law of where two views are possible, the view favaroulable to the accused has to be accepted by the Court, here it is not the case from what is discussed supra to say also from the factum of there is no mention of the date when received in the Ex.P-5 acknowledgement by the accused in Ex.D-5 postal cover received by him preserved and submitted before the Court muchless in the telegram issued of detailed reply being issued by him, but for stated notice received, did not mention date when received. There is no any even the telegram receipt when booked filed which is also are of the best evidence otherwise he could produce, even as accused he has no exception to the same under section 106 of Evidence Act to produce the original telegram receipt. As had he issued the telegram on 21 or 22.02.2002 to probablise service on 21.02.2012 which is not before the Court. The non-production of the best evidence available with the party, irrespective of burden not lies on him, to clear the cloud, gives adverse inference from such withholding as had it been produced it could prove otherwise, thereby with held – vide decision AIR 1968 SC 1413. Thereby in the factual scenario the only thing to infer is the statutory notice was not served on accused as claimed by him on 21.02.2002 but for if at all and at best even to draw an inference after the date of service as early as on 22.02.2002 and not as claimed by the complainant on

25.02.2002.

(11) Having regard to what is discussed supra, the only inference that has to be drawn in the factual matrix, the date of service as 22.02.2002. The 15 days statutory waiting after service of notice under Section 138(c) of the Act for accrual of cause of action under Section 142 (b) N.I.Act to file the complaint from such accrual within one month to compute concerned from 22.02.2002 if the date of receipt taken as 22.02.2002 to exclude the day, 15 days expire by 09.03.2002 for not a leap year of February. The one month period of limitation to compute from accrual of cause of action is not from 09.02.2002, but by exclusion of that day and inclusion of the last day of the one month from 10.03.2002. If that is the case the last day of one month is 10.04.2002. Though it is the submission by the counsel for the accused that the date of service was only on 21.02.2002 as per the positive evidence and the 45 days to be computed is continuous and in between another day exclusion does not arise and otherwise the one month to be computed is 30 days and not 31 days, the same is negated in view of the above referred expression of the apex court in **Sakeeth** (supra) and the decisions referred therein for so laid down said principle. The counsel for the complainant placed reliance on a judgment of Kerala High Court in **Crl.A.No.1241 of 2004** dated 23.06.2011 in **Gopala Krishnan V. Noorjahan**[5] saying the one month period and 15 days period respectively to compute for cause of action to start from the date of knowledge of the complainant about service of notice. In fact that is not the law laid down in the expression of Apex Court in **Saketh** (supra), needless to say the Kerala High Court expression is not good law in view of the law of land in **Saketh** (supra).

(12) It is thereby the complaint filed on the last day of the cause of action of one month expired is within time and dismissal of the same by the trial Court of the cause of action one month period expired before 10.04.2002 is thereby not correct and it requires setting aside said finding of the trial Court.

(13) Coming to other contention of the counsel for the accused in all the eight appeals raised for the first time of no legally enforceable debt

from the very Arbitration award copy Ex.D-4 for Rs.12,51,177.02 Ps. passed by the arbitrator as per arbitration agreement, regarding the debt covered by eight cheques (Ex.P-1) in all cases, which comes to Rs.14,22,743.00. and these facts suppressed by the complainant by non-mention in the complaint case and it is nothing but fraud on accused and also on the court to dismiss the complaint without going into merits and that is also suffice to say no legally enforceable debt or other liability thereby. It is important to note the difference between mistake, mere non mention, deliberate non mention, non-mention with deliberate intention either to defraud a party (opponent) or for other ulterior purpose to construe either as fraud on court or like. Here admittedly no evidence muchless worth suggestion even in this regard of deliberate non-mention. Then suffice to say mere non mention of the factum when admittedly that is there from the very plea of the complainant before arbitrator considered in the award before arbitrator in given due consideration by not disputed covered by Ex.D-4, suffice to say not with any fraudulent intention muchless to make a ground for dismissal of the complaint on that core or from that to say no legally enforceable debt. It is not the case of accused that in making said part payment, he specifically mentioned relating to any particular cheque either as principle amount or interest component. Then as part of Section 59 to 61 of Indian Contract Act on the principle of appropriation, Section 60 speaks when payment not specified made to a particular debt or to particular component of a debt, the creditor got the right of appropriation to any of the debt due to him. Leave apart when not the specific case under that principle relating to a particular cheque, not even could show any specific cheque amount by virtue of the payment completely discharged to give a finding of no legally enforceable debt for that case by such payment, the accused cannot take advantage muchless to contest in all the cheques covered by 8 cases that there is no legally enforceable debt for any of the cases. In fact the Kerala High Court in **R.Gopi Kuttan Pillai V. Sankara Narayan Nair**[6] held that the accused when bound to pay and prove payment of

entire amount after receipt of the statutory notice within 15 days, any part payment either before or after statutory notice cannot absolve him from the prosecution and culpability. The other expression of Kerala High Court in **M./s.Tekkan & co. V. M.Anitha**[7] laid down that in arriving the amount nothing precludes a Court from taking into account any prior payments made before or after presentation of the cheque or even after receipt of notice in deciding what was the amount due under the cheque covered by the prosecution, however, by such part payment if any, accused cannot claim absolving from liability muchless to say there is no legally enforceable debt. Thus, from the factual matrix of issuing of cheques for the amounts due and dishonour of the cheques not in dispute so also the finding in the proceedings before the arbitrator regarding the amount due Rs.12.00 covered by the 8 cheques stated by the complainant there and not suppressed as can be seen from contents of said Ex.D-4 award exhibited by the accused.

(14) Therefore, the trial Court acquittal judgment in all the 8 cases is set aside and the accused is found guilty in all 8 cases respectively for the offence under Section 138 of N.I.Act. For hearing before sentence for presence of accused, posted to 26.03.2014.

_____

Dr. B. SIVA SANKARA RAO, J

Date: 21-03-2014

Ksh

Dt.26.03.2014

(15) The accused present and both the parties represented that they compromised the matter and filed petition for compounding. As per the expression of the Apex Court (3 Judges bench) in **Damodar S.Prabhu V. Sayed Babulal**[8] guidelines are laid down in saying the compounding can be permitted at any stage, subject to application of the accused and subject to condition of deposit of costs either to legal services authority or other as the Court directs out of the cheque value specified i.e, upto 10% before the trial Court if not moved at the initial

stage and upto 15% before the Court of Session or High Court and thereafter before the Apex Court upto 20% and at para 17 of the Judgment it was held as part of the guidelines that the concerned Court can ofcourse reduce the costs with regard to the special facts and circumstances while recording reasons in writing for such variance of said guidelines. In fact referring to this expression, in the another expression of Apex Court in **Somnath Sarka V. Utpal Basu Mallick**[9] held that the Act not contemplated grant of compensation but envisages imposition of fine not exceeding twice the amount of dishonoured cheque and out of said fine amount, the complainant be compensated under Section 357 Cr.P.C and that '*unlike for other forms of crime, the punishment here (insofar as the complainant is concerned) is not a means of seeking retribution, but is more a means to ensure payment of money. The complainant's interest lies primarily in recovering the money rather than seeing the drawer of the cheque in jail. The threat of jail is only a mode to ensure recovery. As against the accused who is willing to undergo a jail terms, there is little available as remedy for the holder of the cheque".* Having regard to the above by applying the propositions to the present facts, the contest in the appeal against the trial Court's acquittal is mainly on the computation of the period of 15 days statutory notice time of waiting after service on accused and thereafter 30 days cause of action to file the complaint within as contemplated by Section 138(b) and 142(b) of the Act and not by disputing otherwise the debt due more particularly from the bonafides of the accused in showing he filed the Arbitration award passed against him as a civil recourse for the debt covered by the 8 cheques in question which is for an amount of Rs.14.00 lakhs and odd arrived after adjustment of later payments to Rs.12,51,177.02 Ps. Having regard to the above by imposing Rs.1,00,000/- (in all 8 matters) out of said amount due towards costs to the Chief Justice Relief Fund, subject to that to permit compounding.

(16) No doubt in this case finding already arrived of the accused is guilty on merits disposal and for today posted for appearance of accused for hearing on sentence. In view of above factual matrix and to serve the

ends of justice, though otherwise it is not the stage for compounding, as the Court is not functuous officio, in the matter still pending with, by invoking Section 482 Cr.P.C from the inherent power of the Court which inheres from its very constitution with all elasticity to the need in the ends of justice to sub-serve as laid down in **Nagubai's** case[10] and **Surya Baksh Singh V. State of U.P** (Crl.Appeal No.1680 of 2013) the finding of this Court of the accused guilty is thus set aside subject to deposit of the amount as directed to the Chief Justice Relief Fund of Rs.1,00,000/- for all 8 cases since for all the criminal appeals covered by common judgment in all, to compound.

(17) For any non-compliance, the conviction judgment of this Court dated 21.03.2014 holds good for imposing the sentence without further need of hearing the accused on dated 28.03.2014.

Dr. B. SIVA SANKARA RAO, J

Date: 26-03-2014
Ksh

Dt.28.03.2014

(18) Since compliance made and proof filed as per the orders of this Court dated 26.03.2014, offence is compounded and accordingly, all the appeals are disposed of.

Dr. B. SIVA SANKARA RAO, J

Date: 28-03-2014
Ksh

---

[1] 2003(2) ALT(crl)334 = (1)ALD(Crl) 749
[2] 2002(2) ALT (Crl.) 8 = (1) ALD (crl) 645
[3] (1999)3 SCC 1
[4] 1972(1) SCC 639
[5] 2012 Crl.J 93
[6] 2004 (1) BC 34
[7] 2004 Crl.J 58
[8] (2010)5 SCC 31
[9] 2014(1) ALT (Crl.) 145 (SC)

[10] AIR 1976 SC 1152