IN THE COURT OF Ms. T. PRIYADARSHINI, MM-01
(NEGOTIABLE INSTRUMENTS ACT) WEST DISTRICT,
TIS HAZARI COURTS, DELHI

M/s Orient Ceramics and Industries Limited
Iris House, 16, Business Centre
Nangal Raya
New Delhi 110046 .....Complainant

Vs.

Sh. Vikas Singhal
Proprietor of M/s Singhal's Marble Shoppe
Plot number 5, Cuttack Road, Bhubaneshwar
Orissa 751006

Also at:
502, 6th Floor
Madhukunj Enclave, Rasulgarh
Bhubaneshwar
Orissa 751006 .....Accused

Complaint Case No.	:	6238/16
Date of institution	:	18.05.2011
Offence alleged	:	Under Section 138 NI Act
Plea of the accused	:	Not pleaded guilty
Final order	:	Acquittal
Date of Decision	:	14.11.2018

JUDGMENT

1. The instant complaint is in respect of an offence punishable under Section 138 of the Negotiable Instruments Act, 1881 (hereinafter "the ***NI Act***").

2. Brief facts alleged by the complainant is set out below:

a) The complainant company is a market leader in manufacturing and sale of premium quality ceramic and vitrified tiles throughout India. Accused is a proprietor of M/s Singhal Marble Shoppe. The accused signed, negotiated and submitted the Dealership Application Form dated 24.03.2009 with the complainant company and issued purchase orders. The accused was therefore liable to maintain financial discipline of the firm and ensure that the cheques issued by him are honoured.

b) While maintaining the running account of accused in its books of accounts by the complainant company, it was revealed that as on 02.03.2011 a sum of Rs. 2,95,024 was due and outstanding from the accused to the complainant company against unpaid invoices.

c) After much persuasion from the complainant company, in discharge of the above said liability, accused issued a cheque bearing number 909088 dated 02.03.2011 for an amount of Rs. 2,95,024 as proprietor of Singhal's Marble Shoppe drawn on IndusInd Bank Limited, Janpath, Bhubaneshwar (hereinafter "the ***impugned cheque***").

d) The impugned cheque was returned as unpaid / dishonoured for the reason "FUNDS INSUFFICIENT" vide return memo dated 08.03.2011.

e) On 05.04.2011, the complainant through its counsel sent

legal demand through his counsel and called upon the accused to make the payment of the amount of the cheque in question within 15 days of receipt of legal notice. The accused failed to make the payment amount involved despite service of notice and therefore, according to the complainant, the accused is liable for the offence under Section 138 of the NI Act. Hence, the present complaint is filed.

3. To prove its case, the complainant company has examined its AR as CW1 by way of affidavit (Ex. CW1/A) and has relied upon the following documents:

a) True copy of the board resolution authorising the AR of the complainant company which is Ex. CW1/1;

b) Dealership application form entered into by the parties which is Ex. CW1/2;

c) Ledger account of the accused maintained by the complainant company which is Ex. CW1/3;

d) Impugned cheque which is Ex. CW1/4;

e) Return memo dated 08.03.2011 which is Ex. CW1/5;

f) Demand notice dated 02.04.2011 which is Ex. CW1/6;

g) Speed post receipts dated 05.04.2011 which is Ex. CW1/7A to CW1/7D;

h) Registered post receipt which is Ex. CW1/8; and

i) Returned envelopes which are Ex. CW1/9A and Ex. CW1/9B.

4. On finding a prima facie case against accused, he was summoned vide order dated 20.09.2011. Consequent to the service of summons, the accused entered his appearance and was admitted to bail on 11.05.2012. On 19.07.2012, notice under

Section 251 of the Code of Criminal Procedure 1973 (hereinafter “the ***Code***”) was framed against the accused to which he pleaded not guilty and claimed trial. He admitted that the impugned cheque bears his signatures. He also stated that he had given the cheque in question as security to the complainant company and did not owe any liability as alleged by the complainant company. In relation to the legal notice, he stated that he received the notice.

5. In view of the defence taken, the application filed under Section 145(2) of the NI Act by the accused was allowed and he was granted a right to cross-examine the AR of the complainant company. The AR of the complainant company was examined as CW-1 and Shri Amit Gupta, employee of the complainant company engaged in sales, accounting and credit control was examined as CW-2. Both the complainant witnesses were duly cross-examined by the learned counsel for accused. CE was closed on 18.03.2016.

6. Statement of accused was recorded under **Section 313** read with **Section 281** of the Code on 10.05.2016. In his statement, the accused stated that he had handed over the impugned cheque in blank signed form on 24.03.2009 and the said cheque was not to be encashed without his written consent. He further explained that he had specifically mentioned in the backside of the cheque “for security purpose only” and the complainant company has misused the impugned cheque by presenting the same for an amount which was not due from the accused. In his statement, the accused submitted that he wanted to lead DE.

7. The accused examined himself as DW-1 and was duly cross-examined by the counsel for complainant. DE was closed on 03.05.2017. Thereafter, the matter

was fixed for final arguments.

8. Final arguments have been heard on behalf of both the parties. The record has also been perused carefully.

9. In order to ascertain whether the accused has committed the offence under Section 138 of the NI Act, it is deemed fit to examine separately as to whether all the indispensable ingredients constituting the offence have been proved by the complainant. The offence under Section 138 of the NI Act has the following ingredients:-

a) The cheque has been drawn on an account maintained by a person in a bank for payment of a certain amount of money to another person from out of that account;

b) The cheque has been issued for the discharge, in whole or in part, of any legal and enforceable debt or other liability;

c) That 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;

d) That cheque has been returned by the bank unpaid, either because of the amount of money standing to the credit of the 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 the bank;

e) The payee or the holder in due course of the cheque has made a demand for the payment of the said amount of money by giving a notice in writing, to the drawer of the cheque, within 30 days of the receipt of information by him from the bank regarding the return of the

cheque as unpaid; and

f) The drawer of such cheque fails to make payment of the said amount of money to the payee or the holder in due course of the cheque within 15 days of the receipt of the said notice.

10. Being cumulative, it goes without saying that it is only when all the aforementioned ingredients are satisfied that the person who had drawn the cheque can be deemed to have committed an offence under Section 138 of the Act. Presentation of the impugned cheque for encashment and dishonour of the cheque for the reason “funds insufficient” is not disputed as it is a matter of record proved by the return memo dated 08.03.2011 which is Ex. CW1/5. The accused has not disputed that the impugned cheque bears his signatures and has also admitted that he is proprietor of M/s Singhal’s Marble Shoppe. He has also admitted that the impugned cheque has been issued from the bank account of the proprietorship firm which is maintained by him in the capacity as its proprietor. Service of demand notice is also admitted by the accused in the notice framed under Section 251 of the Code. Further, address mentioned in the legal notice is the same as the address mentioned by the accused during the proceedings. Therefore, a presumption of due service is drawn under Section 27 of General Clauses Act which provides that where notice is sent to the correct address, the same shall be presumed to have been duly served. In **M/s Darbar Exports and others vs. Bank of India, 2003 (2) SCC (NI) 132 (Delhi)**, the court held that a presumption of service of notice is to be drawn where the notice is sent through registered post as well as UPC on correct address. As such, the legal notice stood served upon the accused but no payment was made despite the service. Finally, the complaint has been filed within limitation period. **Therefore, essential ingredients mentioned from a) to f) except b) in the preceding paragraph have been duly satisfied.**

11. **The only question remaining for determination is whether a legally valid and enforceable debt existed qua the complainant firm and the cheque in question was issued in discharge of said liability / debt.** It is pertinent to note that Section 139 of the NI Act provides a statutory presumption that the cheque was handed over in respect of a debt or other liability. Under Section 118 of the NI Act, every negotiable instrument is presumed to have been drawn and accepted for consideration. In the case of **K. N. Beena vs. Muniyappan** (AIR 2001 SC 2895), it was observed as follows:

> "Thus in complaints under Section 138, the Court has to presume that the cheque had been issued for a debt or liability. This presumption is rebuttable. However, the burden of proving that a cheque had not been issued for a debt or liability is on the accused. This Court in the case of Hiten P. Dalal vs. Bratindranath Banerjee reported in (2001) 6 SCC 16 has also taken an identical view."

12. The Hon'ble Supreme Court, in the case of **Hiten P. Dalal vs. Bratindranath Banerjee** (AIR 2001 SC 3897), observed as follows:

> "Because both Sections 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, as noted in **State of Madras vs. A. Vaidyanatha Iyer**, (AIR 1958 SC 61), it is obligatory on the Court to raise this presumption in every case where the factual basis for the raising of the presumption had been established. It introduced an exception to the general rule as to the burden of proof in criminal cases and shifts the onus on to the accused" (ibid).

13. Also, in the case of **K. Bhaskaran vs. Sankaran Vaidhyan Balan** [1999 (4) RCR (Criminal) 309], it has been held by the Hon'ble Supreme Court as under:

> "As the signature in the cheque is admitted to be that of the accused, the presumption envisaged in Section 118 of the Act can legally be inferred that the cheque was made or drawn for consideration on the date which the cheque bears. Section 139 of the Act enjoins on the court to presume that the holder of the cheque received it for the discharge of any debt or liability.

14. Further, 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". In **Rangappa vs. Srimohan** [(2010) 11 SCC 441], the Hon'ble Supreme Court has observed:

> *"Section 139 of the Act is an example of a reverse onus clause that has been included in furtherance of the legislative objective of improving the credibility of negotiable instruments. While Section 138 of the Act specifies a strong criminal remedy in relation to the dishonour of cheques, the rebuttable presumption under Section 139 is a device to prevent undue delay in the course of litigation. However, it must be remembered that the offence made punishable by Section 138 can be better described as a regulatory offence since the bouncing of a cheque is largely in the nature of a civil wrong whose impact is usually confined to the private parties involved in commercial transactions.* ***In such a scenario, the test of proportionality should guide the construction and interpretation of reverse onus clauses and the***

accused/defendant cannot be expected to discharge an unduly high standard or proof. *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 a probable defence which creates doubts about the existence of a legally enforceable debt or 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.*

15. Thus, as laid down in catena of decisions, it is an established law that onus lies upon the accused to rebut the presumption and to establish that the cheque in question was not given in respect of any debt or liability, with the standard of proof being preponderance of probabilities. Therefore, it becomes critical to examine whether the explanation of the accused coupled with the evidence on record is sufficient to dislodge the presumptions envisaged by Sections 118 and 139 of the NI Act.

Appreciation of evidence

16. As discussed above, in this case, presentation of cheque, its dishonour and receipt of legal notice is not disputed as it has been proved on the basis of cogent evidence. In his defence, the accused has stated that the impugned cheque was a security cheque which was presented without any intimation and that he is not

liable under Section 138 of the NI Act as no liability was owed under the impugned cheque.

17. On the question as to the nature of the impugned cheque, the complainant company in its complaint has alleged in para 6 that “it was revealed that as on 02.03.2011 a sum of Rs. 2,95,024 was due and outstanding from the accused to the complainant company against unpaid invoices. After much persuasion the accused acknowledged the outstanding amount of Rs. 2,95,024 due to the complainant company.” In the complaint, the complainant has alleged that the impugned cheque was issued for payment of the due amount and has not stated that it was issued as security. Per contra, the accused has argued that he had entered into the dealership agreement with the complainant in March 2009 and the impugned cheque was issued along with another cheque as security at the time of entering into the dealership agreement.

18. It is crystal clear that there is an endorsement on the backside of the cheque that it is being given only for security purpose. Further, the dealership agreement which is Ex. CW1/2 specifically stipulates that at the time of entering into the said agreement, cheque bearing number 909086 for an amount of Rs. 50,000 was given by the accused as dealership deposit amount and along with the form 2 cheques were also submitted with other ancillary documents. CW-1 in his cross-examination admitted that two cheques were given along with other documents at the time of entering into the dealership agreement, however, denied knowledge as to the numbers of the two cheques. Moreover, he specifically denied that cheque numbers 909087 and 909088 were handed over security on 24.03.2009 along with the dealership agreement. The testimony of CW-1 on this point does not appear to be true and credible. Firstly, the complainant company alleges in its complaint that it

became aware of the due balance on 2.03.2011 and could obtain cheque from the accused after much persuasion. If that was the case, the impugned cheque should have been procured after lapse of some time. However, the impugned cheque is dated 02.03.2011. Therefore, the averments are contradictory. Secondly, neither CW-1 nor CW-2 could provide any details as to when and where the impugned cheque was handed over. CW-2 deposed that the impugned cheque must have been received by the Finance Department for deposit. However, no one was examined from the Finance Department who could have conclusively stated that the impugned cheque was issued for payment of dues in the ledger account. Thirdly, it is but obvious that as cheque number 909086 was given for dealership deposit amount, the consecutive cheques i.e. 909087 and 909088 (i.e. the impugned cheque) would have been handed over along with other documents as stipulated by the agreement. Fourthly, accused has adduced proof to establish that cheque bearing number 909087 was also in the custody of the complainant company as the original letter from the complainant company which is Ex. DW1/C is placed on record wherein the complainant company has intimated that cheque number 909087 is being deposited for recovery of due amounts of Rs. 2,62,456. Fifthly, as admitted by CW-1 in his cross-examination and is visible to the naked eye, the impugned cheque bears endorsement that it has been issued only for security purpose. **Therefore, I am in agreement with the accused that it is apparent from the record that the impugned cheque was issued as security at the time of entering into the dealership agreement.**

19. Whilst the accused has established beyond any doubt that the impugned cheque was a security cheque, this in itself is not sufficient to dispel the presumption in favour of the complainant company under the provisions of the NI Act. It is established law that verbal denial of liability by stating that the impugned cheques were handed over as security does not help the case of the accused. In arguendo,

even if it is admitted that the impugned cheques were handed over as security, the Hon'ble High Court of Delhi in **Suresh Chander Goyal vs. Amit Singhal"** (Crl. LP. 706/2015 decided on 15.05.2015) has quite unequivocally laid down the following:

> “Thus, in my view, it makes no difference whether, or not, there is an express understanding between the parties that the security may be enforced in the event of failure of the debtor to pay the debt or discharge other liability on the due date. Even if there is no such express agreement, the mere fact that the debtor has given a security in the form of a post-dated cheque or a current cheque with the agreement that it is a security for fulfilment of an obligation to be discharged on a future date itself, is sufficient to read into the arrangement, an agreement that in case of failure of the debtor to make payment on the due date, the security cheque may be presented for payment, i.e. for recovery of the due debt. If that were not so, there would be no purpose of obtaining a security cheque from the debtor. A security cheque is issued by the debtor so that the same may be presented for payment. Otherwise, it would not be a security cheque. As observed above, the MOU (Ex.CW-1/4) does not expressly, or even impliedly states that the security cheques are not to be used to recover the instalments, even in case of failure to pay the same by the respondent/ debtor…
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> …***Section 138 of NI Act does not distinguish between a cheque issued by the debtor in discharge of an existing debt or other liability, or a cheque issued as a security cheque on the premise that on the due future date the debt which shall have crystallized by then, shall be paid.*** So long as there is a debt existing, in respect whereof the cheque in question is issued, in my view, the same would attract Section 138 of NI Act in case of its dishonour.”

20. Therefore, it is pertinent to assess whether the accused has raised a probable defence as to whether on the date of presentment of the impugned cheque, he owed any debt or liability to the complainant company. The complainant company has heavily relied on the ledger account of the accused which is maintained by the complainant company i.e. Ex. CW1/3. However, the ledger account is a computer generated document which is not supported with a certificate under Section 65B of the Indian Evidence Act, 1872. In any eventuality, assuming that this ledger account of the complainant company is correct and proved, another pivotal question which requires adjudication is whether liability can be fixed upon the accused merely on the basis of books of account/ledger account in absence of any invoice, delivery challans, acknowledgment, receipt etc.? The entries in the ledger account are relevant, however, are not sufficient to prove the debt in the absence of other evidence. In relation to the delivery of the tiles, the accused has stated that the complainant company had sent the consignment in July 2010 by road and the truck carrying the consignment met with an accident due to which more than 50% of the consignment was damaged. The learned counsel for complainant has argued that the police complaint (Ex. DW1/E) cannot be relied on as the truck driver has not been examined. However, in the absence of any documentary proof in relation to delivery, I am inclined to accept the version of the accused.

21. Further, the learned counsel for the complainant company has contested the correspondences issued to Mr. Abhishek Tripathy and has stated that the complainant company had no knowledge whether Abhishek received the letter. He has also stated that the accused ought to have examined said Abhishek as defence witness to establish that the truck had met with an accident. The learned counsel for the complainant company has also disputed Ex. DW1/H and has stated

that the said document is fabricated as there was no representation by the complainant company that credit will be given to the accused. However, except for bare averments, no evidence has been placed on record to establish that the documents were forged. I am not in agreement with the aforesaid arguments made on behalf of the complainant company. Both CW-1 and CW-2 have admitted that Abhishek Tripathy was employed with the complainant company and was responsible for sales in Bhubaneshwar. CW-1 has admitted that Abhishek Tripathy was working with the complainant company in the year 2007. He was unable to state when said Abhishek left the services of the complainant company. CW-2 has also deposed that the complainant company had a sales team in Bhubaneshwar, Orissa and said Abhishek was looking after the sales of the complainant company in Orissa. The complainant company has feigned complete ignorance of the role of Abhishek Tripathy. As it is an admitted position that he was an employee, the accused has raised a probable defence in relation to the correspondences with said Abhishek and the onus shifted on the complainant to have examined him.

22. Further, it is also submitted on behalf of the complainant company that correspondences were done from its Delhi office and therefore, the letters issued to Orissa office are forged. This averment has also been contradicted by complainant witness. CW-2 has verified that dealership agreement was executed Bhubaneshwar. The accused has placed on record a covering letter which is Ex. DW1/A wherein the accused has clearly mentioned that he is enclosing blank signed cheques bearing number 909087 and 909088 as security purpose only and this letter was duly received by said Abhishek Tripathy as Area Sales Manager of the complainant company at point B. Moreover, as rightly alleged by the accused, not even a single correspondence has been placed on record between the Delhi office of the complainant company and the accused. Therefore, I am unable to believe the case of the complainant company that all the correspondences filed on record were forged.

23. CW-1 was put specific questions as to the mode of transportation of tiles of the relevant invoices, however, he could not explain the supply transaction and answer the questions in a satisfactory manner. In relation to the consignment, the accused has stated that the complainant company had sent the consignment in July 2010 by road and the truck carrying the consignment met with an accident due to which more than 50% of the consignment was damaged. He placed on record the original complaint filed by the driver of the truck on 25.07.2010 to the police which is Ex. DW1/E. He further stated that he refused to accept the consignment as it was majorly damaged and only on the undertaking of the officers of the complainant company that a credit note will be issued, accepted the consignment. He further deposed that Abhishek Tripathy and two other officers inspected the consignment and took photos. Photos of the consignment is placed on record which is Ex. DW1/F and DW1/G. He stated that vide letter dated 17.08.2010 which is Ex. DW1/H, the complainant company acknowledged that the credit note shall be issued. However, the complainant company did not issue the credit note and misused the impugned cheque. This defence of the accused appears to be credible and believable. The onus shifted on the complainant company to prove delivery and establish that the defence of the accused is false by examining persons who are privy to the transaction. As a bare minimum, the complainant company could have examined Amit Gupta and Sujoy Dutta who have been mentioned in the letter which is Ex. DW1/H. However, the complainant has miserably failed to do so.

24. It is also argued on behalf of the complainant company that the defence of the defective supply due to accident of the truck was raised at a belated stage and therefore, the whole evidence was led by the complainant company accordingly that the payment was to be made by the accused. Again, this defence is not true as the

accused had put suggestions in relation to the consignment and accident met by the truck at the time of cross-examination of the AR of the complainant itself. In case the version of the complainant company is truthful, it should have examined witnesses who are privy to the transaction. However, it has failed to discharge its onus.

25. The complainant company has relied on section 42 of the Sales of Goods Act and has submitted that if the goods were damaged, the accused ought to have returned the goods. However, section 42 clearly provides that acceptance is deemed only where the purchaser has kept the goods without intimating the seller that he has rejected them. The accused has placed letters sent to the Bhubaneshwar branch of the complainant company on record wherein he has clearly intimated that he does not wish to accept that goods. Therefore, I am not inclined to accept the allegation of the complainant company.

26. The standard of proof on the part of the accused is only on “preponderance of probabilities” and inference of preponderance of probabilities can be drawn even by reference to circumstances. In relation to this aspect, it is pertinent that in **Kumar Exports vs. Sharma Carpets** [(2009) 2 SCC 513], the Hon’ble Supreme Court, in this regard held as under:

> "The accused in a trial under Section 138 of the Act has two options. He can either show that consideration and debt did not exist or that under the particular circumstances of the case the non-existence of consideration and debt is so probable that a prudent man ought to suppose that no consideration and debt existed. To rebut the statutory presumptions an accused is not expected to prove his defence beyond reasonable doubt as is expected of the complainant in a criminal trial. **The accused may adduce direct evidence to prove that the note in question was not supported by consideration and that there was no debt or lia-**

bility to be discharged by him. However, the court need not insist in every case that the accused should disprove the non-existence of consideration and debt by leading direct evidence because the existence of negative evidence is neither possible nor contemplated. At the same time, it is clear that bare denial of the passing of the consideration and existence of debt, apparently would not serve the purpose of the accused. Something which is probable has to be brought on record for getting the burden of proof shifted to the complainant. To disprove the presumptions, the accused should bring on record such facts and circumstances, upon consideration of which, the court may either believe that the consideration and debt did not exist or their non-existence was so probable that a prudent man would under the circumstances of the case, act upon the plea that they did not exist. Apart from adducing direct evidence to prove that the note in question was not supported by consideration or that he had not incurred any debt or liability, the accused may also rely upon circumstantial evidence and if the circumstances so relied upon are compelling, the burden may likewise shift again on to the complainant. The accused may also rely upon presumptions of fact, for instance, those mentioned in Section 114 of the Evidence Act to rebut the presumptions arising under Sections 118 and 139 of the Act."

In the present case, the accused has been able to prove the non-existence of consideration and debt is so probable that a prudent man ought to suppose that no consideration and debt existed. Therefore, the case must be decided in favour of the accused.

27. Therefore, in the present case the benefit of doubt must go to the accused. The complainant has not been able to prove his case and there are some serious lacunas in the story of the complainant. Moreover, the presumption of law

which is to be drawn in favour of the drawee of the cheque, namely, the complainant, that the cheque has been issued for the valid discharge of his debt, gets dislodged by a plausible explanation furnished by the accused that loan was never extended by the complainant to the accused and the cheques were never issued to the complainant in discharge of any legal liability owed to him. The defence of the accused seems to be more probable.

28. It is a well settled principle of law that prosecution has to stand on its own leg and prove its case beyond reasonable doubt. Also it has been held by Hon'ble Supreme Court in **Rahul Builders vs. Arihant Fertilizers and Chemicals and another** [(2008) 2 SCC 321], NI Act envisages application of the penal provisions which needs to be construed strictly. Therefore, even if two views in the matter are possible, the Court should lean in favour of the view which is beneficial to the accused. This is more so, when such a view will also advance the legislative intent, behind enactment of this criminal liability.

29. Hence in the light of above discussion, it comes out that the complainant has failed to prove his case beyond all the reasonable doubts and he has failed to fulfill all the ingredients of offence under section 138 NI Act against the accused. The accused has been able to rebut the presumption in favour of the complainant as the standard of proof so as to prove a defence on the part of the accused is only 'preponderance of probabilities' and inference of preponderance of probabilities can be drawn not only from the materials brought on record by the parties but also by reference to the circumstances upon which he relies as the same was held by Hon'ble Supreme Court in ***M/s Indus Airways Private Limited and others vs. M/s Magnum Aviation Private Limited and another CA No.830 of 2014***.

30. In the light of the above discussions and observations, this Court has no hitch to hold that the complainant has failed in proving his case beyond the shadow of reasonable doubts. This court exonerates the accused for the offence u/s 138 NI Act. **The accused is hereby acquitted.** Bail bonds are cancelled and surety stands discharged. Endorsement, if any, stands cancelled.

A copy of the order be sent to District Courts website.

PRIYADARSHINI THYAGARAJAN

Digitally signed by PRIYADARSHINI THYAGARAJAN
Date: 2018.11.15 15:30:02 +0530

Announced in open court on 14.11.2018

T. PRIYADARSHINI
MM-01(NI ACT)WEST/DELHI