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BEFORE THE COURT OF SESSIONS JUDGE, BHAVNAGAR

Criminal Appeal No.226 / 2025

Exh.22

1. **Manojkumar Rameshbhai Kalani**
Aged : 36 years, Occu. : Hair Cutting,
Address : Ujadvav, Tal. Umralla,
Dist. Bhavnagar.

At present : District Jail, Bhavnagar.

.. .. APPELLANT

Vs.

1. **The State**
Notice to be served through
Learned DGP Office, Court Compound,
Bhavnagar.
2. **Ashokbhai Gordhanbhai Gohil**
Proprietor of
Bholanath Finance
Aged : 50 years, Occu. : Business,
Address : 48, Balwantraoi Society, Akwada,
Bhavnagar.

.. .. OPPONENTS

Subject : **Appeal filed under Section 374(3) of the Code of Criminal Procedure, 1973 read with Section 415 of the Bharatiya Nagarik Suraksha Sanhita, 2023, against the judgment and order of conviction and sentence dated 28/08/2025 passed by the learned 2nd Additional Chief Judicial Magistrate (Special Negotiable Instruments Court), Bhavnagar, in Criminal Case No. 4186/2024, convicting the appellant for the offence punishable under Section**

138 of the Negotiable Instruments Act, 1881, and sentencing him to undergo simple imprisonment for a period of six months with fine.

Appearance :

Mr. R.B.Joshi, Learned Advocate for the appellant

Mr. M.H.Mehta, Learned APP for the opponent no.1 – State

Mr. V.N.Ajwaliya, Learned Advocate for the opponent no.2

:: J U D G M E N T ::

1. Being aggrieved and dissatisfied with the judgment and order of conviction and sentence dated 28.08.2025 passed by the learned 2nd Additional Chief Judicial Magistrate (Special Negotiable Instruments Court), Bhavnagar, in Criminal Case No. 4186 of 2024, whereby the Appellant — original accused has been convicted for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881, and sentenced to undergo simple imprisonment for a period of six (6) months, and further directed to deposit twice the cheque amount as fine in the court, out of which the cheque amount together with interest at the rate of 9% per annum from the date of the cheque until realization is ordered to be paid as compensation to the complainant under Section 357(1) of the Code of Criminal Procedure, 1973, and in default of payment of the fine, to further suffer simple imprisonment for a period of one (1) month, the Appellant has preferred the present appeal under Section 374(3) of the Code of Criminal Procedure, 1973 read with Section 415 of the

Bharatiya Nagarik Suraksha Sanhita, 2023, challenging the legality, correctness, and propriety of the said judgment and order.

2. The appellant, who is the original accused, and Opponent No. 2, who is the original complainant, shall hereinafter be referred to in their respective original capacities as they stood before the learned Trial Court, i.e., as the "accused" and the "complainant" respectively, for the sake of convenience.
3. The brief facts giving rise to the present appeal are as that, the complainant, Ashokbhai Gordhanbhai Gohil, is the proprietor of Bholanath Finance, a duly registered finance firm holding a valid money-lending licence bearing No. GML/4/311/2017 under the relevant provisions of law, having its place of business at Plot No. 48, Balvantrai Society, Akwada, Bhavnagar. The accused, Manojkumar Rameshbhai Kalani, being in financial difficulty, approached the complainant and requested a loan of Rs.3,50,000/- for a period of three months from 08/03/2024 to 07/06/2024. The complainant accordingly advanced the said amount to the accused in the form of currency notes, under the provisions of the Gujarat Money Lenders Act, 2011, at a nominal annual rate of interest. At the time of disbursement, one Hareshbhai Lavjibhai Baraiya was present as a witness to the transaction. The accused was registered at Account No. 0048 in the books of the complainant firm. A loan agreement dated

08/03/2024 and a promissory note were duly executed by the accused, both bearing his signature and thumb impression. The accused also acknowledged his liability in Form No. 11, thereby accepting his legal responsibility to repay the entire loan amount together with interest at the prescribed annual rate. The said loan note was duly registered under the Gujarat Money Lenders Act, 2011 and deposited before the office of the Assistant District Registrar (Moneylending), Bhavnagar within the prescribed time. Upon expiry of the loan period, the interest for the period from 08/03/2024 to 25/06/2024, being 106 days, was calculated at Rs. 15,246/-, making the total liability of the accused Rs.3,65,246/-. In discharge of the said legally enforceable liability, the accused issued Cheque No. 664467 dated 25/06/2024 for Rs.3,65,246/- drawn on State Bank of India, Gadhechi Vadla Branch, Bhavnagar, in favour of the complainant firm. The complainant presented the said cheque on 25/06/2024 to his account at State Bank of India, Subhashnagar Branch, Bhavnagar. The said cheque was returned dishonoured on 25/06/2024 with the endorsement "Drawer's Signature Incomplete/Illegible/Differs/Required." Following the dishonour, the complainant issued a legal demand notice through his advocate by Registered A.D. post on 01/07/2024, which was duly received by the accused on 03/07/2024. Despite receipt of the said notice, the accused neither replied thereto nor paid the outstanding cheque amount within the statutory period of fifteen days. Having thus committed an offence punishable under Section 138

of the Negotiable Instruments Act, 1881, the complainant filed Criminal Case No. 4186 of 2024 before the learned trial court.

4. The learned Trial Court, after taking cognizance of the complaint, recorded the plea of the accused, who appeared upon service of summons, pleaded not guilty, and claimed to be tried. The complainant examined himself as PW-1 by way of affidavit (Exh. 4) and produced documentary evidence comprising the licence of the complainant firm (Exh. 8), the loan agreement between the complainant firm and the accused (Exh. 9), the promissory note (Exh. 10), the disputed Cheque No. 664467 dated 25/06/2024 for Rs.3,65,246/- (Exh. 11), the cheque return memo (Exh.12), the legal notice issued to the accused (Exh.13), the Registered A.D. money slip (Exh.14), and the acknowledgment slip evidencing receipt of notice by the accused (Exh.15). The accused, despite being given adequate opportunities, failed to cross-examine the complainant, chose not to lead any evidence in his defence, and subsequently remained absent during the trial proceedings. The right of cross-examination on behalf of the accused was accordingly closed. The learned Trial Court, after appreciating the oral and documentary evidence on record and applying the statutory presumptions under Sections 118 and 139 of the Negotiable Instruments Act, 1881, found the accused guilty of the offence punishable under Section 138 of the said Act and passed the impugned order of conviction and sentence,

pronounced in open court in the absence of the accused, with a non-bailable warrant ordered to be issued against him for execution through the Superintendent of Police, Bhavnagar, in accordance with law.

5. Being aggrieved by the aforesaid judgment and order of conviction and sentence, the appellant has preferred the present appeal. The learned Advocate for the appellant has assailed the impugned judgment and order on the following grounds:

- That the accused had made a part payment of Rs.88,500/- in favour of the complainant, which fact has been deliberately suppressed by the complainant before the learned trial court.

- That the complainant has further suppressed the fact that another complaint had been filed against the accused for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881, which was registered as Criminal Case No. 3598/2024 before the learned trial court. It was the duty of the complainant to disclose the details of the earlier financial transaction between the parties in the subsequent complaint. Having deliberately and intentionally suppressed the said fact, the complainant was not entitled to a conviction, and the benefit of doubt ought to have been extended to the accused.

- That the complainant admittedly advanced a loan of Rs.3,50,000/- entirely in cash, which constitutes a violation of the provisions of Sections 269SS and 269T of the Income Tax Act, 1961, inasmuch as a loan of such magnitude was required to be advanced through banking channels, and not in cash. On this ground also, the accused was entitled to acquittal.
- That the cheque in question was dishonoured with the endorsement "Drawer's Signature Incomplete / Illegible / Differs / Required," and in such circumstances, it was incumbent upon the trial court to examine a handwriting expert in order to ascertain whether the signature on the cheque was in fact affixed by the accused himself.
- That no adequate opportunity was extended to the accused to defend himself. On the very date on which the further statement of the accused was recorded under Section 313 of the Code of Criminal Procedure, 1973, namely 12/12/2024, the right of the accused to produce his evidence in defence was simultaneously closed on the same day. The accused was thus not afforded a proper and meaningful opportunity to defend himself before the trial court, and on this ground also, the order of conviction and sentence is liable to be set aside.

6. Per contra, the learned Advocate for the original complainant — opponent No. 2 — has opposed the appeal and submitted as under:

- That the complainant holds a valid and subsisting licence to carry on the business of money lending, and the details of the loan advanced by the complainant to the accused were duly furnished to the competent authority in accordance with Rule 4 of the Gujarat Money Lenders Rules, along with Form No. 11. The mere fact that the loan amount of Rs.3,50,000/- was advanced in cash does not, in any manner, nullify or negate the factum of the loan having been actually advanced to the accused.
- That the complainant has not suppressed any material fact, and it was neither necessary nor obligatory for the complainant to disclose the details of the earlier complaint filed against the accused for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881, being Criminal Case No. 3598/2024, in the present complaint, as both complaints arise from separate and independent transactions.
- That the complainant has not received any part payment of Rs.88,500/- from the accused, and the said contention raised on behalf of the accused is

factually incorrect and has been wrongly projected before this Court without any basis.

- That the contention regarding examination of a handwriting expert is an afterthought raised for the first time in appeal and deserves to be rejected outright. The accused having not cross-examined the complainant, having not led any evidence in his defence, and having not raised any such plea before the learned trial court at any stage of the proceedings, cannot be permitted to urge the same for the first time before this Court. Moreover, the cheque at Exh.11 bears the signature of the accused, and the accused himself has nowhere specifically denied having issued the cheque. In the absence of any such denial on oath and in the absence of any application having been made before the trial court for examination of a handwriting expert, the said contention is without substance and is liable to be rejected.
- That sufficient and adequate opportunities were extended to the accused to defend himself before the learned trial court, but the accused never moved any application seeking restoration of his right to produce evidence in defence. The right of the accused to produce evidence was closed on 12/12/2024, and thereafter, as many as eight

adjournments were granted before the final order was passed on 28/08/2025. During the entire said period, the accused did not find it fit to move any application before the learned trial court for restoration of his right to defend, and therefore, it does not lie in the mouth of the accused to contend that he was not afforded a proper opportunity to defend himself.

7. The learned Additional Public Prosecutor appearing for Opponent No.1 – State has adopted the submissions advanced on behalf of the original complainant and has urged this Court to pass an appropriate order in the interest of justice.
8. I have carefully heard and considered the submissions advanced by the learned advocates for both the parties and the learned Additional Public Prosecutor. I have also carefully examined the entire record and proceedings of the case, including the oral and documentary evidence on record and the impugned judgment passed by the learned Trial Court.
9. In view of the rival submissions advanced at the Bar, the following points arise for my determination:
 1. Whether the learned Trial Court committed any error of law or fact in appreciating the evidence on record and in holding that the accused committed the offence punishable

under Section 138 of the Negotiable Instruments Act, 1881?

2. Whether the conviction and sentence imposed by the learned Trial Court call for any interference in the present appeal?

3. What order?

10. My findings for the above mentioned points are as under :

1. In the negative.

2. In the negative.

3. As per final order.

:: REASONS ::

ISSUE NOS.1 TO 3 :

11. Since all the points for determination are interlinked, interconnected, and arise out of the same set of facts, evidence, and legal contentions, they are being taken up and discussed together for the sake of convenience and to avoid repetition.

12. At the threshold, it is necessary to remind oneself of the well-settled and limited scope of appellate jurisdiction in a criminal appeal of this nature. An appellate court, while exercising jurisdiction under Section 415 of the Bharatiya Nagarik Suraksha Sanhita, 2023, is competent to reappraise the entire evidence on record and may substitute its own findings for those of the Trial Court. However, interference with an order of conviction passed

by the Trial Court is warranted only when the findings recorded therein are shown to be perverse, illegal, against the weight of evidence, or based on a manifest misreading or non-reading of material evidence on record. If the view taken by the Trial Court is a reasonably possible view based on the evidence on record and the applicable law, the appellate court ought not to disturb the same merely because another view may also be possible.

13. Before advertng to the rival contentions advanced at the Bar, it is apposite to briefly recapitulate the well-settled legal position governing offences under Section 138 of the Negotiable Instruments Act, 1881. Section 138 of the said Act is a penal provision which is attracted when a cheque drawn by a person on an account maintained by him with a banker, for the discharge in whole or in part of any debt or other liability, is returned by the bank unpaid due to insufficiency of funds. For the offence under Section 138 to be constituted, the following essential ingredients must be cumulatively satisfied: (i) the drawing of a cheque on a bank account; (ii) the cheque must have been issued for discharge of a legally enforceable debt or liability; (iii) the cheque must have been presented to the bank within six months from its date or within its period of validity, whichever is earlier; (iv) the cheque must have been returned unpaid by the bank; (v) the payee must have issued a statutory demand notice in writing to the drawer within thirty days of receipt of information from the bank regarding the return of the cheque; and (vi) the drawer

must have failed to make payment within fifteen days of receipt of the said notice. Once the complainant establishes these foundational facts, the presumptions under Sections 118 and 139 of the Negotiable Instruments Act come into operation. Section 118 raises a presumption that every negotiable instrument was made or drawn for consideration. Section 139 raises a presumption that the holder of the cheque received it for the discharge, in whole or in part, of any debt or other liability. These presumptions are mandatory in nature and operate in favour of the complainant. The burden then shifts to the accused to rebut these presumptions by raising a probable defence on the standard of preponderance of probabilities. It is not necessary for the accused to disprove the complainant's case beyond all reasonable doubt; however, a mere denial or a plausible explanation, unsupported by any evidence, is insufficient to discharge the burden. These settled principles have been consistently reiterated by the Hon'ble Supreme Court in a series of authoritative pronouncements including *Jugesh Sehgal v. Shamsheer Singh Gogi* {2009 (0) AIJEL-SC 44145}, *Hiten P. Dalal v. Bratindranath Banerjee* {AIR 2001 SC 3897}, and *Rangappa v. Shri Mohan* {2010 (0) AIJEL-SC 48349}.

14. Turning now to the merits of the present case, a careful perusal of the record reveals that the complainant holds a valid licence to carry on the business of money lending, a copy whereof has been produced at Exh. 8. A bare perusal of the said licence discloses that the same was valid and

subsisting at the time when the loan was advanced by the complainant to the accused. It is further required to be noted that after the loan was advanced, the accused entered into a formal agreement with the complainant, acknowledging receipt of a loan of Rs.3,50,000/- and accepting his liability to pay interest thereon. The said agreement has been produced at Exh.9. In addition thereto, the accused also executed a promissory note in favour of the complainant on 08/03/2024, a copy whereof was produced at Exh. 10 before the learned trial court. From a conjoint reading of the aforesaid three documents, it becomes amply clear that the accused received a loan of Rs.3,50,000/- from the complainant for a period of three months and was liable to pay interest thereon at the rate of 15% per annum. The factum of advancement of the loan is thus established beyond any doubt. It is further required to be noted that the complainant had also produced the details of the loan advanced to the accused in Form No. 11 as envisaged under Rule 14 of the Gujarat Money Lenders Rules. There is therefore no manner of doubt that the complainant had advanced a loan of Rs.3,50,000/- to the accused in accordance with the provisions of the Gujarat Money Lenders Act, 2011, and the relevant Rules framed thereunder.

15. Insofar as the grounds of appeal raised on behalf of the appellant are concerned, the first contention is to the effect that the complainant has suppressed two material facts — first, that the accused had made a part payment of Rs.

88,500/- in favour of the complainant, and second, that the complainant had preferred another complaint against the same accused bearing Criminal Case No. 3598/2024 for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881, without disclosing the details of the earlier financial transaction between the parties.

15.1 So far as the said contentions are concerned, the same are not acceptable for the following reasons. As per the case of the complainant himself, the accused received a loan of Rs.3,50,000/- on 08/03/2024, which fact the accused accepted and acknowledged by executing the promissory note produced at Exh. 10. The said amount was required to be repaid within three months, i.e., on or before 07/06/2024. Along with the present appeal, the learned Advocate for the appellant has produced a bank statement which purportedly depicts that a sum of Rs.88,500/- was repaid by the accused during the period between 05/01/2024 to 25/04/2024. However, it is pertinent to note that the loan in question was advanced on 08/03/2024, and the cheque bearing the disputed amount of Rs.3,65,246/- was issued on 25/06/2024, presented for encashment on the same date, and returned dishonoured on 25/06/2024 itself. Thereafter, a statutory notice was issued by the complainant on 01/07/2024, and the same was received by the accused on 03/07/2024, requiring the accused to repay the due amount within fifteen days therefrom, i.e., on or before 18/07/2024. Having regard to these facts, it is significant to note that the accused himself issued a cheque

for the full amount of Rs.3,65,246/- being the entire principal of Rs.3,50,000/- together with interest of Rs.15,246/- on 25/06/2024, thereby unequivocally acknowledging that the entire loan amount remained outstanding and that no part payment whatsoever had been made towards the said loan. If the accused had indeed made a part payment of Rs.88,500/-, the cheque would necessarily have been issued only for the balance amount remaining due. The bank statement produced by the appellant covering the period 05/01/2024 to 25/04/2024 therefore has no bearing on the present transaction, and the contention that the accused had made a part payment of Rs.88,500/- towards the present loan is accordingly rejected.

15.2 Insofar as the contention regarding suppression and non-disclosure of the earlier complaint bearing Criminal Case No. 3598/2024 in the present complaint is concerned, it is required to be noted that every financial transaction between the parties is an independent transaction, and the complainant is under no legal obligation to set out the details of other financial transactions executed between the same parties in a subsequent complaint. The mere non-disclosure of the earlier complaint filed by the complainant against the accused in connection with a separate cheque bounce case would not, *ipso facto*, render the present complaint unsustainable on the ground of suppression of material facts. A careful perusal of the present complaint reveals

that the complainant has not only produced the details of his valid money-lending licence but has also placed on record the loan agreement executed between the parties at Exh.9, the promissory note executed by the accused at Exh.10, and the details submitted in Form No. 11 under the Gujarat Money Lenders Rules, all of which go to show that the complainant has disclosed every essential and material fact before the learned trial court and has suppressed nothing. The present complaint is therefore complete in all respects and cannot be assailed on the ground of suppression. In view of the aforesaid discussion, the contention raised on behalf of the appellant with respect to suppression of material facts is without merit and is accordingly rejected.

16. It is further contended on behalf of the appellant that although the complainant holds a valid licence under the Money Lenders Act, he advanced a sum of Rs. 3,50,000/- to the accused entirely in cash, which constitutes a violation of the provisions of Sections 269SS and 269T of the Income Tax Act, 1961, and that on account of the said violation, the present complaint is not maintainable. This contention also deserves to be rejected. The Hon'ble Supreme Court in the case of Sanjabij Tari v. Kishore S. Borcar & Anr. 2025 INSC 1158, has held that the mere fact that a hand loan exceeding Rs.20,000/- was advanced in cash would not, ipso facto, render such transaction invalid or unenforceable. At the most, the person who has advanced such a hand loan in cash beyond the prescribed

limit may be liable to face penalty under the provisions of the Income Tax Act, 1961, but the cash advancement of the loan would not render the entire loan transaction illegal so as to defeat the claim of the complainant under the Negotiable Instruments Act, 1881. Applying the ratio laid down by the Hon'ble Supreme Court in Sanjabij Tari (supra) to the facts of the present case, the contention that the present complaint is not maintainable on account of the loan having been advanced in cash is without substance and is accordingly rejected.

17. Insofar as the contention raised on behalf of the appellant that no opportunity whatsoever was extended to the accused to defend himself is concerned, the same is factually incorrect and deserves to be rejected on a consideration of the chronology of events as they unfolded before the learned trial court. The accused was duly served with the statutory notice issued under Section 138 of the Negotiable Instruments Act, 1881, on 03/07/2024, and chose to sit tight over the same without replying thereto. Thereafter, upon the complaint being filed and summons being issued, the accused appeared before the learned trial court and pleaded not guilty. The complainant thereafter entered the witness box and deposed in support of the complaint, but the accused chose not to cross-examine the complainant. The further statement of the accused was thereafter recorded on 12/12/2024 under Section 313 of the Code of Criminal Procedure, 1973, and the case was thereafter fixed for production of defence evidence.

Approximately seven opportunities were extended to the accused for this purpose, covering the period from 12/12/2024 to 04/08/2025, but the accused remained absent on each and every one of the said dates without any application or explanation. It is further significant to note that on 22/05/2025, the right of the accused to cross-examine the complainant was specifically restored and opened, but even that opportunity was not availed of by the accused. The conduct of the accused throughout the trial thus demonstrates a deliberate and conscious choice to abstain from participating in the proceedings rather than any denial of opportunity on the part of the learned trial court. In these circumstances, it is not open to the accused to contend before this Court that he was not afforded a proper and reasonable opportunity to defend himself. The said contention is accordingly rejected.

18. Insofar as the contention raised on behalf of the appellant that the learned trial court ought to have examined a handwriting expert in view of the cheque having been returned with the endorsement "Drawer's Signature Incomplete/Illegible/Differs/Required" is concerned, the same cannot be accepted. The dishonour of a cheque on account of a signature-related deficiency does not, by itself, cast an obligation upon the complainant to examine a handwriting expert, more particularly when no such defence was raised by the accused before the learned trial court at any stage of the proceedings. The accused never contended before the learned Magistrate that the cheque in

question was lost, stolen, or misappropriated by the complainant for his own benefit. On the contrary, the accused did not even find it fit to reply to the statutory notice issued under Section 138 of the Negotiable Instruments Act, 1881. Furthermore, as noted hereinabove, the accused had executed a formal loan agreement at Exh. 9, expressly acknowledging his liability to repay Rs. 3,50,000/- together with interest, and had also executed a promissory note at Exh. 10, admitting the said liability. If the accused had any genuine objection with respect to the signature on the disputed cheque, it was open to him to make an application before the learned trial court seeking issuance of summons to a handwriting expert or to the concerned bank officer for the purpose of proving that the signature on the cheque was not affixed by him. No such application was ever made. A ground not raised before the learned trial court cannot, as a matter of settled law, be permitted to be urged for the first time at the appellate stage. What is more, in his further statement recorded under Section 313 of the Code of Criminal Procedure, 1973, the accused himself admitted that he had availed a loan facility and raised no objection whatsoever with respect to the issuance of the cheque or the affixing of his signature thereon. In that view of the matter, the contention that the learned trial court was obliged to examine a handwriting expert is without merit and is accordingly rejected.

19. At this stage the conduct of the accused is also required to be noted. Before this Court the accused has produced a bank statement inter alia pointing out that he had made a part payment of Rs.88,500/- in favor of the complainant. If the above referred statement is perused keeping alongside the further statement of the accused it clearly appears that he had never stated before the learned Magistrate in his further statement that he had made part payment of Rs.88,500/- in favor of the complainant. Another important aspect which is required to be noted here is that on the date on which the order of conviction was passed the accused was not present before the learned trial court, and he appeared subsequently only after the issuance of a non-bailable warrant, which conduct further demonstrates that the accused was deliberately evading the proceedings and was not cooperating with the learned Magistrate for the expeditious disposal of the criminal case.
20. In appellate jurisdiction, interference with an order of conviction is warranted only when the findings are shown to be perverse, illegal, or based on a misreading or non-reading of evidence. Upon an overall and careful examination of the impugned judgment, this Court finds that the learned Trial Court has correctly and meticulously appreciated the evidence on record, properly applied the law including the statutory presumptions under Sections 118 and 139 of the Negotiable Instruments Act, and recorded well-reasoned findings leading to the conviction of the accused. No illegality, infirmity, or perversity is

demonstrated in the impugned judgment so as to warrant any interference by this Court in the exercise of its appellate jurisdiction.

21. In the light of the foregoing discussion, Issue Nos. (1) and (2) are answered in the negative, and Issue No. (3) is answered as per the final order below.

:: ORDER ::

1. The Criminal Appeal No. 226 of 2025 is hereby **dismissed**.
2. The judgment and order dated 28.08.2025 passed by the learned 2nd Additional Chief Judicial Magistrate, Bhavnagar, in Criminal Case No. 4186 of 2024, convicting the appellant – original accused **Manojkumar Rameshbhai Kalani** for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881, and sentencing him as recorded therein including the default sentence, are hereby **confirmed**.
3. The bail bond, if any, executed by the appellant in connection with the present appeal stands cancelled. Since the appellant is presently lodged at District Jail, Bhavnagar, the learned trial court shall take necessary steps to ensure execution of the sentence in accordance with law, including issuance of necessary directions to the concerned jail authorities for the remaining period of sentence to be undergone, if not already undergone.
4. Record and proceedings be sent back to the learned Trial Court forthwith.

5. A copy of this judgment and order be sent to the concerned Magistrate Court for information and necessary compliance.

Pronounced in the open Court on this 8th day of **April, 2026.**

Date : 08.04.2026.
Bhavnagar.

(**H.S.Mulia**)
SESSIONS JUDGE,
BHAVNAGAR.
UNIQUE ID CODE NO.GJ00915

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