



**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

237

2026:PHHC:044221



CRR-499-2014 (O&M)

Reserved on: 17.02.2026.

Date of decision: 20.03.2026.

Uploaded on: 20.03.2026.

Whether only operative part of the judgment is pronounced or the full judgment is pronounced.	Operative part/full judgment
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PUNJAB STATE CIVIL SUPPLIES CORPORATION

...Petitioner(s)

VERSUS

AMIT KUMAR

...Respondent(s)

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present: - Mr. Deepak Sabharwal, Advocate,
for the petitioner(s).

Mr. Akhil Kashyap, Advocate, for
Mr. Parveen Kumar Kataria, Advocate,
for the respondent.



VINOD S. BHARDWAJ, J.

1. The present revision petition has been filed challenging the judgment dated 08.12.2012 passed by Additional Sessions Judge, Moga in Criminal Appeal No. 45 dated 02.12.2011, whereby the appeal filed by the Revisionist herein against the judgment dated 05.09.2011 passed by Additional Chief Judicial Magistrate in case bearing FIR No. 15 dated 12.02.2003, registered under sections 406, 408 of the Indian Penal Code, 1860 and Section 7 of the Essential Commodities Act, at Police Station Sadar, Moga, was dismissed.

2. The facts, as are necessary for the adjudication of the present revision petition, are that on 11.06.2002, the District Manager, PUNSUP, Moga, addressed a communication to the Chief Director, Vigilance Bureau, Punjab, Chandigarh, seeking registration of a First Information Report with regard to misappropriation of paddy pertaining to the crop year 2000–2001 by the proprietor of M/s Amit Rice Mills, Moga. It was alleged that M/s Amit Rice Mills, Moga had entered into an agreement dated 01.01.2001 with PUNSUP, whereby the said firm undertook to shell the paddy stock supplied by PUNSUP and to deliver the milled rice to the Food Corporation of India (FCI). Pursuant to the said agreement, a total of 63,098 bags of paddy of varying weights, namely 35 kg, 50 kg, and 65 kg, aggregating to 26,291.65 quintals, were entrusted to the firm. The said paddy was received by Amit Kumar, acting on behalf of the firm, who duly issued receipts in favour of PUNSUP, Moga. In addition thereto, 6,638 bags of paddy, each weighing 50 kg and collectively amounting to 29,569.85 quintals, were received by the miller from M/s Preet Trading Company, Dharamkot. It is the case of the



prosecution that, out of the total stock, the firm transferred 2,625 bags of 35 kg each to M/s Moga Rice Mills, Moga; 765 bags of 50 kg each to M/s G.M. Rice Mills, Baghapurana; 920 bags of 50 kg each to M/s Jain Industries, Faridkot; 918 bags of 50 kg each to M/s Shivam Traders, Muktsar; and 3,672 bags of 50 kg each to M/s Shah Rice Mills, Talwandi Bhai. It is further alleged that the firm delivered 8,800 bags of rice to the FCI on behalf of PUNSUP, comprising 1,192.40 quintals of raw rice and 5,358.40 quintals of sella variety, up to 06.04.2002. After accounting for the paddy shifted within and outside the district and the rice supplied, a balance of 52,036 bags of paddy was stated to be lying with the miller. As per the policy of the Government of Punjab, the out-turn ratio of rice from paddy was prescribed as 64% with 1% driage in respect of raw rice, and 65% without driage for sella rice. It was alleged that, upon assessment by the District Manager (Field), PUNSUP, Moga and the concerned Field Officer, a shortage of 15,415.79 quintals of paddy was detected as on 30.04.2002 at the premises of M/s Amit Rice Mills, Moga, without allowing the permissible driage. On the basis of the said shortage, it was alleged that the firm had embezzled Government paddy to the aforesaid extent and that a sum of Rs. 1,27,40,566/- was recoverable from the firm, exclusive of the cost of dead stock articles supplied for milling purposes. The conduct of the firm was alleged to constitute a breach of the agreement and criminal breach of trust.

3. Upon receipt of the complaint, an inquiry was entrusted to SI Mohan Lal of the Anti-Fraud Staff, Moga. As per the inquiry report, Amit Kumar Bansal, proprietor of M/s Amit Rice Mills, Moga, was found to have embezzled 15,413.25 quintals of paddy, with the corresponding economic



loss assessed at Rs. 1,27,40,566/-. Thereafter, upon obtaining legal opinion from the District Attorney, Moga, a formal case was registered at Police Station Sadar, Moga against the said accused. The accused Amit Kumar was formally arrested on 23.12.2003.

4. Upon completion of investigation, the final report under Section 173 CrPC was presented before the Court of the Ilaqa Magistrate.

5. Upon presentation of the challan before the Ilaqa Magistrate, copies of all documents relied upon by the prosecution were supplied to the accused u/s 207 Cr.P.C., free of costs. Thereafter, upon hearing the learned counsel for the parties and on perusal of the material available on record, the Ilaqa Magistrate found a prima facie case to be made out and accordingly framed charges against the accused under Sections 406 and 408 of the Indian Penal Code, as well as under Section 7 of the Essential Commodities Act to which the accused pleaded not guilty and claimed trial.

6. In order to substantiate its case, the prosecution examined as many as eighteen witnesses. The said witnesses include PW-1 Daljit Singh, Assistant Manager, PUNSUP; PW-2 Constable Manjinder Singh; PW-3 Head Constable Jagsir Singh; PW-4 Darshan Singh, District Manager, PUNSUP, Moga; PW-5 Mohinder Kumar, Senior Assistant, PUNSUP, Ludhiana; PW-6 Parshotam Lal, retired Deputy General Manager; PW-7 Rajiv Bhatnagar; PW-8 SI Mohan Lal; PW-9 Rola Nath; PW-10 Devinder Singh; PW-11 Satwinder Kumar, retired Inspector Grade-II; PW-12 Head Constable Balvir Singh; PW-13 Head Constable Bhupinder Singh; PW-14 Jugraj Singh Gill, Computer Assistant; PW-15 Amarjit Singh; PW-16 Surjit Singh, Inspector; PW-17 Raman Kumar; and PW-18 Surinder Nath Saini.



Upon completion of the examination of the aforesaid witnesses, the prosecution evidence was closed by order of the Court.

7. Upon closure of the prosecution evidence, the accused–respondent was examined under Section 313 of the Code of Criminal Procedure, wherein all incriminating circumstances were put to him, which he denied in toto and pleaded false implication. However, he did not lead any evidence in defence.

8. Upon consideration of the evidence led by parties as well as the arguments advanced before it, the Trial Court vide its judgment dated 05.09.2011 acquitted the respondent of the charges framed against him.

9. Aggrieved by the said judgment of acquittal, the petitioner preferred a criminal appeal bearing No.45 dated 02.12.2011, before the Court of Additional Sessions Judge, Moga. The appellate court, upon reappraisal of the material on record, dismissed the appeal vide judgment dated 08.12.2012, holding that no illegality or infirmity could be found in the judgment rendered by the learned Trial Court. Being dissatisfied with the concurrent findings recorded by the courts below, the petitioner has instituted the present revision petition.

10. Learned counsel appearing for the petitioner–Corporation contends that the impugned judgments rendered by both the courts suffer(s) from patent illegality, misappreciation of evidence and erroneous application of law and are hence liable to be set aside. Learned counsel submits that the respondent–miller had entered into an agreement dated 01.01.2001 with the petitioner–Corporation for the crop year 2000–2001, whereby paddy stocks were entrusted to him for milling and delivery of resultant rice to the Food



Corporation of India. It is contended that, in breach of the said agreement and the trust reposed in him, the respondent misappropriated 15,415.79 quintals of paddy, valued at approximately Rs.1,27,40,566/- and converted the same to his own use. On the basis of the aforesaid allegations, the aforementioned FIR came to be registered against the respondent–miller. Counsel submits that in order to substantiate the charges, the prosecution examined as many as eighteen witnesses and placed on record substantial documentary evidence, however, both the courts have failed to appreciate the evidence in its proper perspective and have wrongly brushed aside the entire prosecution case on untenable grounds, particularly by holding that entrustment of paddy was not proved.

11. Learned counsel further contends that the finding recorded by the Courts regarding absence of proof of entrustment is manifestly perverse and contrary to the material available on record. It is submitted that documentary evidence in the form of receipts, namely Exhibits PW5/B, PW5/C and PW10/A, clearly establishes that the paddy stock had, in fact, been entrusted to the respondent. Despite the existence of such cogent evidence, the courts have discarded the same merely on the ground that the original agreement dated 01.01.2001 (Ex. PA) was not formally proved.

12. It is further submitted that the acquittal of the respondent under Section 7 of the Essential Commodities Act on the ground of delay in completion of investigation is equally unsustainable. Learned counsel argues that both the Courts have failed to appreciate that the case was not confined solely to an offence under the Essential Commodities Act, but also involved serious offences under Sections 406 and 408 IPC. It is contended that no fatal



delay is attributable to the prosecution; rather, the conduct of the accused himself contributed to prolonging the investigation.

13. Assailing the findings further, learned counsel submits that the Courts have gravely erred in holding that the presence of an arbitration clause in the agreement bars the invocation of criminal liability under Section 406 IPC. It is contended that such a conclusion runs contrary to the well-settled position of law that the existence of a civil remedy does not ipso facto exclude criminal prosecution where the ingredients of a criminal offence are otherwise made out. In this regard, reliance has been placed on the judgment rendered by a Division Bench in *State of Punjab v. Pritam Chand (decided on 25.01.2013)*, wherein it has been held that criminal proceedings are maintainable notwithstanding the existence of an arbitration clause.

14. It is further submitted that the reasoning adopted by both the Courts is self-contradictory, inasmuch as, while discarding the agreement on the ground of non-proof, the courts have nevertheless relied upon the arbitration clause contained therein to negate the criminal liability of the respondent.

15. Learned counsel also contends that all the essential ingredients constituting offences under Sections 406 and 408 IPC, as well as Section 7 of the Essential Commodities Act, stood established on the basis of the evidence led by the prosecution. However, the same have been completely overlooked or misinterpreted by the courts below.

16. Lastly, it is submitted that the entire approach adopted by both the Courts in appreciating the evidence is fundamentally flawed. Material evidence has been misread and relevant considerations have been ignored,



while irrelevant and extraneous factors have been taken into account. Counsel thus submits that the findings recorded are perverse and have resulted in a failure of justice. On these premises, it is prayed that the impugned judgments be set aside and the respondent be held liable in accordance with law.

17. Counsel for the respondent, on the other hand, contends that evidence led by the parties has already been considered by both the Courts and the finding of acquittal on the strength of evidence was returned by the trial Court which has been affirmed in appeal by the Appellate Court.

18. I have heard learned counsel appearing on behalf of the parties and have also gone through the documents appended along with the present petition as well as considered the arguments advanced.

19. Before proceeding further into the matter, it is apposite to make a reference to the finding recorded by the first Appellate Court. The relevant part thereof reads thus: -

“7. I have heard the Addl., PP for the appellant-State, counsel for accused—respondent and have gone through the record carefully.

8. Additional Public Prosecutor for appellant—State has contended that the trial court has failed to appreciate the oral as well as documentary evidence produced by the prosecution to prove the offence against the accused. It has wrongly held that the agreement and receipts are anti—dated. He has contended that as per policy of the government, if for one year, a mill is entrusted by Food department for milling, then for the next year department can supply the food grains for milling on the oral basis. But the trial court has not appreciated these facts. He has



contended that it has wrongly held that agreement has not been proved when PW1 Dalip Singh has been examined to prove the execution of Ex.PA. It has erred in holding that Ex.P10/A was issued by Kamal Raj, who has no interest in the firm. But it has failed to appreciate that Kama] Raj is father of accused Amit Kumar. He has contended that as the prosecution witnesses have supported the prosecution version and entrustment of paddy has also been fully proved, so, the accused is liable for conviction and has prayed that this appeal be accepted.

9. *On the other hand it has been contended by counsel for accused—respondent that the prosecution has failed to prove the execution of the agreement EX.PA by accused Amit Kumar and rather this agreement has not been proved pop the file and the same is forged and fabricated document. He has contended that the receipts Ex.PW5/B, Ex.PW5/C and Ex.P10/A are also forged and fabricated. So, the prosecution has failed to prove entrustment of paddy to accused Amit Kumar. He has contended that when prosecution has failed to prove the execution of Ex.PA as well as the receipts vide which the paddy was entrusted to the accused, So, the accused has been rightly acquitted by the trial court and the present appeal is also liable to be dismissed.*

10. *After hearing the Addl., PP for the appellant—State and learned counsel for the respondent, I do not find any substance in the contentions raised by the Addl., PP for the State.*

11. *In order to prove the execution of agreement Ex.PA, the prosecution has examined PW1 Daljit Singh AM Punsup. Perusal of his statement reveals that he has stated that he had not seen the original agreement. In his cross examination, he has stated that the allotment of the paddy was made verbally; He has also admitted that the agreement did not bear seal of any firm. He has stated that no security was deposited by the accused. He has also stated that the accused had not signed the receipts in his*



presence. He did not know in which truck paddy was sent to the sheller of the accused. He has also stated that, during this period, there is no deficiency in the stock. He has admitted that the receipt dated: 30.11.2000 had been executed before the agreement and the receipts dated: 11.12.2000, 30.12.2000 ;and 23.12.2000 had also been executed before the agreement. This contention of the learned Addl.-PP for the State is without any substance that the agreement Ex.PA has been duly proved on record by PW1 Daljit Singh. Rather the prosecution has failed to prove the execution of agreement Ex.PA as well as the receipts.

12. It has also been proved that the receipts are ante-dated. The agreement is dated: 1.1.2001 where as the receipts pertain to the year 2000.

13. PW17 Raman Kumar has also stated in his cross examination that he had not seen the original agreement in the court. He has also admitted that in his cross examination that the agreement in favour of Punsup is not signed by Amit Kumar nor any of the receipts is signed by Amit Kumar. He has also admitted that during the investigation, the police authorities got compared signatures of Amit Kumar with the agreement in dispute and receipts and it was found that signatures of Amit Kumar were forged and not genuine. He has admitted that during the investigation, he came to know that signatures of Amit Kumar are forged and fabricated on the agreement and receipts. He also admitted that Amit Kumar has been falsely implicated in this case to save the skin of erring officials of the PUNSUP.

14. PW8 SI Mohan Lal the investigating officer has stated that the agreement as well as the receipts are forged. He has also proved on record his inquiry report Ex.PW8/A. He has stated that he had obtained the specimen signatures of the accused before the Executive Magistrate which are Ex.PW8/F and Ex.PW8/G



and he had sent the specimen signatures on resolution deed and partnership deed and agreement for the year 1999—2000 for comparison with the signatures of the accused on agreement for the year 2000—01 Ex.PA. In his cross examination, he has stated that no gate pass of paddy was produced by the officials of the Punsup and no stock register of paddy was produced. No paddy was ever recovered during the investigation nor its existence was established by the Punsup officials. During the investigation after receiving the report from Forensic Science Laboratory, Chandigarh, Punsup authorities as well as District Manager has failed to explain, who had signed the disputed agreement. He has stated that he did not remember that in the disputed year this rice mill was closed and Amit Kumar was not owner of Amit Rice Mill. He has admitted that District Manager of Punsup, who had signed this agreement never came to him and never made any statement during investigation. He admitted it to be correct that this agreement was not witnessed by any one. The Punsup authorities had not produced any record regarding the entrustment of paddy to the miller.

15. *He has also admitted that three receipts were also got compared from Assistant Director Forensic Science Laboratory, Punsup, Chandigarh and all these receipts were found to be forged one. He has admitted that it is correct that quantity of the paddy had not been mentioned in the agreement and it was signed by the miller at page 2 of the agreement. He further admitted that he had also not verified that who had purchased the stamp papers for this forged agreement. The persons who attested the receipts on behalf of Punsup never came to him during the investigation in spite of various requests made by him to the department. He has stated that Kamal Raj was not proprietor or partner and has no concern with Amit Rice Mills. He has stated that during investigation, Punsup authorities had not produced the receipts before him. No record regarding ownership of the mill was*



produced. During investigation, it came to his notice that the mill was on lease. He has stated that Pws had not produced any receipts and other record for shifting of paddy to other rice mill. He has stated that he had obtained the record from the bank. He admitted it to be correct that signatures of Amit-Kumar also differs from bank signatures obtained by him from the bank and also differs from the signatures of the agreement dated: 14.10.1999. He has categorically stated in his cross examination that as per the investigation, the signatures had not been proved of Amit Kumar and the case had been registered and the accused has been challaned only on the basis of the statement of District Manager and otherwise, no case is made out against Amit Kumar, who had not signed the said agreement.

16. *After perusing. the statement of PW8 SI Mohan Lal, trial court has rightly held that it is clear that alleged agreement Ex.PA as well as receipts EX.PW5/B and Ex.PW5/C are forged and fabricated documents. Similarly, receipt-EX.PW10/A dated: 11.12.2000 is also not signed by Amit Kumar. Rather it was signed by Kamal Raj, who has no concern with Amit Rice Mills and no power of attorney in favour of Kamal Raj has been proved by the prosecution. Moreover the receipt is anti dated and is dated: 11.12.2000 whereas the agreement is dated: 1.1.2001.*

17. *PW10 Devinder Singh has also deposed during his cross-examination that he did not remember the name of Punsup Inspector who was custodian of paddy. He has stated that he had not produced the Mandi register in which the paddy was. entered nor the same was produced before the police and receipt Ex.PW10/A is written by Kamal Raj and he had not verified about proprietor/partner of firm before handing over the goods.*

18. *Thus, the prosecution has failed to prove even the receipt Ex.PW10/A, when no power of attorney in favour of Kamal Raj has been proved by the prosecution. PW18 Surinder Nath*



Sharma has also stated in his cross examination that he had not produced Mandi register and stock register of the paddy which was purchased by him from Daroli Bhai nor said register had been produced in the court. He has also stated that no power of attorney in favour of Kamal Raj, nor any authority letter in favour of Kamal Raj had been seen and he had obtained receipt from Kamal Raj in good faith. He has admitted that there was no document on the file which shows that Kamal Raj was working as manager. He has stated that he could not tell whether there was any arbitration clause or not. He has stated that Daljit Raj was custodian in charge of the paddy. He had no knowledge about this paddy as he had purchased this paddy only from Mandi and then he had sent the same to custodian incharge Inspector. His duty was only in Mandi for purchase of paddy and he had been informed about the receipt from Kamal Raj from the District Office and he had not given anything in written regarding the receipt issued by Kamal Raj.

19. *The prosecution has placed on record the signatures of accused EX.PW8/F and Ex.PW8/G that had been taken before the Executive Magistrate for the purpose of comparison and have also produced on record Ex.PW8/I and Ex.PW8/J the reports of Assistant Director Forensic Laboratory, Punjab, Chandigarh. The investigating officer SI Mohan Lal PW8 had sent the specimen signatures of Amit Kumar for comparison before the Assistant Director Forensic Science Laboratory, Chandigarh and vide reports EX.PW8/I and Ex.PW8/J the alleged signatures of Amit Kumar had been declared forged and not signed by the same person. As per opinion of the Assistant Director Forensic Science Laboratory, Punjab Chandigarh, there is a different authorship based on the cumulative consideration of various divergences found in the writing habits in the questioned and standard signatures and they showed difference in the general and individual writing habits. Some of the characteristics in the*



individual writing habits such as in the minute and inconspicuous details of formation of letters and their combination etc. Trial court has thus rightly held that from the report of Assistant Director Forensic Science Laboratory, Punjab, Chandigarh it is clear that there is a divergence in the writing habits between the questioned and standard signatures which are significant and sufficient and are not due to natural variation or intended disguise but are due to different authorship.

20. *PW4 Darshan Singh D.M., Punsup, Moga, the complainant has proved the application Ex.PI on the basis of which the present FIR was registered against the accused. In his cross examination, he has also stated that he had not seen the register showing the purchase of paddy. He did not know the officials, who were charge sheeted by the department regarding misappropriation of the paddy. PW5 Mohinder Kumar has also admitted in his cross examination that the-agreement and receipts were not executed in his presence and he had no knowledge who had executed the agreement and the same was dealt by the field staff of the Punsup. He has stated that physical verification report is not signed by the miller/accused. There is over writing in the date of 30.4.2002 of the physical verification report. But he did not know, who had done the same. He also admitted that there was over writing (in the dates on the signatures of Rajwant Singh field officer and Parshotam Lal DDM, field and physical verification report was not signed by him. He could not say when the physical verification was conducted and who had conducted the same. He could not say why the date had been changed in the physical verification report and he had not handed over the physical verification report dated: 23.8.2001 to the police nor had produced in the court.*

21. *PW5 Parshotam Lal retired General Manager has also admitted in cross examination that agreement Ex.PA was*



witnessed by Punsup officials. But no witness is on behalf of the miller. He did not know whether signatures of Amit Kumar are forged and fabricated as per report of Assistant Director'Forensic Laboratory, Punjab, Chandigarh. He has stated that rice mill was under custody of Mr. Saini Sub Inspector of Punsup and two custodians of area were appointed by the District Manager. Both are sub inspectors. He has stated that he had not verified the gate pass and stock register of the paddy. He admitted that EX.PW5/A is not signed by the miller and they had not produced the physical verification report dated: 23.8.2001. He admitted that date 30.4.2002 is over written. He did not remember whether the Sub Inspectors were terminated by the department for misappropriation of this paddy.

22. *So, from the testimony of PW6, it appears that paddy was misappropriated by two Sub- Inspectors, who were terminated from the services as they were custodian of the paddy. So, the prosecution has failed to prove that the alleged misappropriation had been made by the accused.*

23. *From the perusal of the entire evidence on record, it transpires that trial court has rightly reached at the conclusion that the prosecution has failed to prove the agreement Ex.PA, receipts EX.PW5/B, Ex.PW5/C and Ex.PW10/A vide which the paddy was entrusted to M/s Amit Rice Mill and rather the agreement as well as receipts have been found to be forged and fabricated documents. As already observed, the receipts are anti dated as these pertain to the year 2000 while Ex.P1 is dated: 1.1.2001. As entrustment has not been proved and the agreement and receipts have been found to be forged and fabricated documents as such, no misappropriation can be alleged on the part of the accused person.*

20. Upon due consideration of the rival submissions and a



comprehensive reappraisal of the entire material on record, it is evident that the Appellate Court has meticulously examined the entire evidence and has rightly found no merit in the contentions advanced on behalf of the appellant–State. Upon a proper appreciation of the testimony of material witnesses, the Appellate Court has, rightly concluded that the prosecution failed to establish the execution of the agreement (Ex. PA), which constituted the very foundation of the case. The admissions of key witnesses, including PW-1 Daljit Singh and PW-17 Raman Kumar, clearly demonstrated that the execution and authenticity of the agreement as well as the receipts remained unproved. The Appellate Court has further rightly appreciated that the receipts relied upon by the prosecution, namely Ex. PW5/B, Ex. PW5/C and Ex. PW10/A, were neither duly proved nor reliable, being ante-dated and unsupported by lawful authority. The finding that such documents were not executed by the accused and in certain instances were signed by a person having no demonstrable authority, is based on a correct evaluation of the evidence on record. Significantly, the Appellate Court has also rightly placed reliance upon the forensic evidence, which unequivocally established that the signatures attributed to the accused on the agreement and receipts were forged. The opinion of the Forensic Science Laboratory, coupled with the testimony of the Investigating Officer, clearly undermined the prosecution case and was also considered in its proper perspective. The Appellate Court has further taken note of material lapses in the prosecution case, including the non-production of vital records such as stock registers, gate passes and other documentary evidence necessary to establish entrustment and movement of paddy. The absence of recovery and the failure to establish the



existence of the alleged stock were also rightly weighed by the Court. In view of the aforesaid, it is evident that the learned Appellate Court has correctly and judiciously appreciated the entire evidence on record and has arrived at well-reasoned findings.

21. In so far as the contention of the parties that a mere existence of an arbitration clause is not an immunity from criminal proceedings is concerned, the same is legally valid. Criminal proceedings may be initiated notwithstanding an arbitration clause and continue, however, it is evident that the appellate Court has dismissed the appeal after recording that the petitioner PUNSUP could not establish execution of the agreement or even the receipt in lieu of the alleged entrustment. Delivery of paddy, pursuant to an agreement, was required to be proved by cogent evidence. Instead, the witnesses of the prosecution conceded that the signature of the respondent-accused on the agreement or the receipt did not match the standard signatures. Besides, it was also established that only a photocopy of the agreement was placed on record and the receipts exhibited on record pertained to a period much prior to the alleged agreement.

22. The position in law is settled that a revisional Court does not sit in re-appreciation of the evidence and if the conclusions drawn by both the Courts are plausible and probable, a finding of acquittal shall not be ordinarily interfered with.

23. I am of the opinion that in the absence of any demonstrable perversity, illegality or manifest error in the conclusions arrived at by both the Courts, the findings so recorded do not call for interference. It is a settled principle of law that where two views are reasonably possible on the basis



of the evidence on record, the view which has commended itself to the Trial Court and has been affirmed by the Appellate Court ought not to be disturbed merely on the ground that another view may also be conceivable. While exercising such jurisdiction, the High Court does not sit as a court of appeal to reappreciate the entire evidence or to substitute its own conclusions for those arrived at by the Courts below. Interference is warranted only where there exists a patent illegality, gross perversity, material irregularity or a manifest miscarriage of justice.

24. In the present case, no such infirmity, be it illegality, perversity, impropriety, or misappreciation of evidence has been pointed out or is otherwise discernible from the record in the judgments rendered by the Courts below. The concurrent findings are based on a proper and judicious appreciation of the evidence and do not suffer from any error warranting interference in revisional jurisdiction.

25. Consequently, finding no merit in the present revision petition, the same stands dismissed.

March 20, 2026.
raj arora

(VINOD S. BHARDWAJ)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No