

**IN THE HIGH COURT AT CALCUTTA
CRIMINAL REVISIONAL JURISDICTION
APPELLATE SIDE**

Present:

The Hon'ble Justice Ananya Bandyopadhyay

C.R.R. 3354 of 2014

Ashok Kumar Poddar

-Vs-

Radha Kishan Somani & Anr.

For the Petitioner : Mr. Anuj Singh
Mr. Soumya Nag
Ms. Rupal Singh
Mr. Ashok Kumar Singh

For the Opposite Party : Mr. Ayan Bhattacharyya
Mr. Apalak Basu
Mr. Binoy Kumar Jain
Mr. Piyush Jain

Judgment on : 30.03.2026

Ananya Bandyopadhyay, J.:-

1. The present revisional application is directed against the judgment and order dated 8th July, 2014 passed by the Learned Chief Judge, Sessions Court at Calcutta in Criminal Revision No.51 of 2014, whereby the order of conviction and sentence dated 30th December, 2013 rendered by the Learned Metropolitan Magistrate, 12th Court at Calcutta in Complaint Case No.642 of 2002 came to be affirmed. By the said order of conviction, the petitioner was found guilty of the offence punishable under Section 138 of the Negotiable Instruments Act and was sentenced to suffer detention till rising of the Court coupled with a direction to pay compensation of Rs.40,00,000/- to the

complainant within one month, in default whereof to undergo simple imprisonment for a period of one year.

2. The complaint was instituted by the opposite party no.1 through its constituted attorney, one Anil Bagri, invoking the provisions of Section 138 of the Negotiable Instruments Act. The substratum of the complaint rests upon an asserted course of dealings in shares between the complainant and the accused, pursuant to which, according to the complainant, certain shares had been entrusted to the accused in the ordinary course of business.
3. It is the case of the complainant that towards discharge of an alleged subsisting liability arising out of such transactions, the accused issued an account payee cheque bearing no.547753 dated 30th December, 2003 for a sum of Rs.25,00,000/- drawn on Vyasya Bank Limited. The said cheque, when presented on 26th April, 2004 through the complainant's banker, ABN Amro Bank, was dishonoured on the same date with the endorsement "Insufficient Funds". The complainant claimed to have received intimation of such dishonour on 28th April, 2004.
4. Thereafter, a statutory demand notice dated 5th May, 2004 was issued. However, the said notice was returned unserved with the postal endorsement "Always door closed, hence returned to sender." Upon expiry of the stipulated statutory period, the complaint came to be lodged before the Learned Chief Metropolitan Magistrate, Calcutta.
5. Upon taking cognizance, process was issued against the accused. The accused appeared and was examined under Section 251 of the Code of

Criminal Procedure, whereupon he pleaded not guilty and claimed to be tried.

6. In the course of trial, the prosecution examined a solitary witness, namely Anil Bagri (PW-1), the constituted attorney of the complainant. The said witness tendered his affidavit of evidence under Section 145 of the Negotiable Instruments Act and relied upon documents including the Power of Attorney, petition of complaint, the dishonoured cheque, cheque return memo and the statutory demand notice along with postal receipts and the unserved envelope.
7. The cross-examination of PW-1, however, assumes considerable significance. It transpires therefrom that the witness, despite asserting familiarity with the facts, was unable to furnish any cogent particulars regarding the alleged share transactions between the complainant and the accused. He candidly admitted that no contract notes or documentary records evidencing such transactions had been brought on record. The witness further disclosed his own lack of engagement in share market dealings, thereby casting a perceptible shadow upon his competence to depose on the alleged liability. Notably, he admitted awareness of the residential address of the accused, yet the statutory notice had been dispatched only to the office address.
8. A further aspect emerging from the cross-examination is that the said office address, to which the notice had been sent, was, in fact, under lock and seal of the Detective Department, Lalbazar, in connection with another proceeding. The witness sought to feign ignorance of this material circumstance, notwithstanding its direct bearing on the issue of service.

9. Upon closure of prosecution evidence, the accused was examined under Section 313 of the Code of Criminal Procedure. He expressed his intention to adduce evidence under Section 315 of the Code of Criminal Procedure.
10. The defence, as delineated by the accused, is a narrative of financial distress and collateral security. It was asserted that the accused was a registered broker of the Calcutta Stock Exchange and, in March 2001, was confronted with acute financial stringency necessitating payments to the Stock Exchange. In such milieu, the accused purportedly sought a loan of Rs.50,00,000/- from the complainant, who agreed to advance the same against blank cheques furnished as security.
11. According to the accused, an undated blank cheque had been delivered on the specific premise that the complainant would fill in the amount after six months. It is alleged that the complainant has misused such cheque by unilaterally inserting particulars and presenting the same for encashment with an oblique intent to secure unconscionable enrichment.
12. The defence further assumed a factual dimension of some import: the office premises of the accused, situated at Fortune Chambers, 6 Lyons Range, Kolkata, had been sealed by the Detective Department, Lalbazar in connection with G.R. Case No.2201 of 2002, on 24th September, 2002. An application for removal of the seal dated 31st August, 2004 was rejected on 1st September, 2004. A subsequent application dated 20th June, 2011 was also placed on record. These documents were relied upon to substantiate the assertion that the office remained inaccessible at the relevant time when the statutory notice was dispatched.

13. The accused also raised a specific plea that the date on the cheque had been interpolated and that the signature appearing on the cheque leaf at the top right corner was forged for the purpose of presentation.
14. Upon appreciation of the evidence, the Learned Magistrate invoked the statutory presumption under Section 139 of the Negotiable Instruments Act read with Section 27 of the General Clauses Act, holding that the presumption in favour of the complainant remained unrebutted. The defence evidence was found insufficient to generate a reasonable doubt so as to dislodge the presumption. Consequently, the accused was convicted and sentenced as indicated hereinbefore.
15. The petitioner assailed the said conviction, inter alia, on the ground that the Learned Magistrate had failed to appreciate the evidence in its proper perspective and had proceeded on a predetermined approach. It was contended that no documentary evidence had been adduced to establish the alleged share transactions or entrustment of shares. The testimony of PW-1 was criticized as evasive and lacking in material particulars, particularly in relation to the existence of a legally enforceable liability. It was further urged that the complainant himself abstained from entering the witness box, thereby depriving the defence of an opportunity of effective cross-examination.
16. A significant emphasis was laid on the issue of non-service of statutory notice. It was contended that the notice having been sent to an address which was admittedly under seal of the police authority, the presumption of

service stood effectively rebutted. The failure to send notice to the known residential address of the accused was highlighted as a deliberate omission.

17. The Revisional Court, however, by order dated 8th July, 2014, affirmed the findings of the Learned Magistrate, holding that no infirmity warranting interference had been demonstrated. It was observed that the complainant had succeeded in establishing its case and that no material contradiction had surfaced in cross-examination.
18. The petitioner has further contended that the revisional proceeding itself was disposed of in the absence of effective representation, owing to mis-posting in the diary of the advocate, and that the order of the Revisional Court reveals that none of the parties were present at the time of disposal.
19. Thus, the record discloses a contest between the statutory presumption attached to a negotiable instrument and a defence founded upon absence of foundational transaction, alleged misuse of security cheques, and non-service of statutory notice owing to circumstances beyond the control of the accused. The interplay of these facets constitutes the essential controversy requiring judicial scrutiny.
20. The submissions advanced on behalf of the petitioner, when scrupulously appreciated, present an intricate and multidimensional conundrum to the impugned conviction, resting upon statutory infraction, jurisdictional error, evidentiary frailty and settled principles of criminal jurisprudence governing prosecutions under Section 138 of the Negotiable Instruments Act.
21. At the outset, Learned Counsel for the petitioner assailed the sentence imposed as being in clear transgression of statutory limits. The Learned

Magistrate, while directing payment of compensation of Rs.40,00,000/-, imposed a default sentence of one year's simple imprisonment. Such imposition, it is urged, is incompatible with the mandate of Section 65 of the Indian Penal Code, which circumscribes default imprisonment to one-fourth of the maximum term prescribed for the offence. Given that the offence under Section 138 of the Act carries a maximum punishment of two years, the permissible limit of default imprisonment could not exceed six months. The sentence imposed, therefore, is *ex facie* excessive and legally unsustainable.

22. The essence of the petitioner's challenge, however, lies in the plea of limitation, which is urged to strike at the inherent jurisdiction. The sequence of events, as emerging from the record, is neither in dispute nor ambiguous. The cheque was dishonoured on 26th April, 2004. A statutory notice dated 5th May, 2004 was dispatched on 6th May, 2004 and returned with the endorsement "door locked" on 14th May, 2004. It is submitted that such endorsement attracts the doctrine of deemed service, thereby fixing 14th May, 2004 as the operative date for commencement of statutory timelines.
23. Upon expiry of fifteen days therefrom, i.e., on 29th May, 2004, the cause of action arose. The complaint was required to be instituted within one month thereafter, i.e., on or before 29th June, 2004. The admitted filing of the complaint on 6th July, 2004 renders it barred by limitation. No application for condonation of delay was filed, nor is there any explanation on record to justify the delay.

24. The attempt of the complainant to compute limitation from a subsequent date, namely the date of receipt of the returned postal article, is assailed as contrary to settled law. Reliance in this regard is placed upon the judgment of the Hon'ble Supreme Court in *Sil Import, USA vs. Exim Aides Silk Exporters*, (1999) 4 SCC 567, wherein it was held the cause of action arises upon receipt (or deemed receipt) of notice and that failure to institute the complaint within the prescribed period renders the Court incompetent to take cognizance.
25. Further reliance is placed upon *Sadanandan Bhadran vs. Madhavan Sunil Kumar*, (1998) 6 SCC 514, wherein the Hon'ble Supreme Court elucidated the scheme of Section 138 and held that once the statutory period for filing a complaint lapses, the right to prosecute stands extinguished in respect of that cause of action.
26. In light of these authorities, it is submitted that the complaint, having been instituted beyond limitation, is rendered *non est* in the eye of law, and the continuation of proceedings culminating in conviction is vitiated by a jurisdictional defect.
27. The petitioner next assails the evidentiary foundation of the prosecution. The complainant, Radha Kishan Somani, did not enter the witness box. The prosecution was conducted through a power-of-attorney holder, PW-1, Anil Bagri. While the permissibility of such representation is not disputed, it is contended that the law mandates that such an agent must possess personal knowledge of the transaction.

28. Reliance is placed upon *A.C. Narayanan vs. State of Maharashtra*, (2014) 11 SCC 790, wherein it has been held that a power-of-attorney holder can depose only if he has personal knowledge of the transaction or has witnessed it. The absence of such knowledge renders his testimony insufficient to establish the complainant's case.
29. In the present case, the cross-examination of PW-1 reveals a conspicuous absence of knowledge regarding the alleged transaction. He failed to disclose material particulars, including the nature of the transaction, dates, or any supporting documentation. His responses were evasive and lacking in substance, thereby undermining the probative value of his testimony.
30. The evidentiary deficiency is further compounded by the complete absence of documentary proof. Despite assertions of substantial financial dealings in shares, no contract notes, share certificates, transfer documents or dematerialisation records have been produced. The prosecution thus rests on uncorroborated oral assertions, which, particularly in cases involving large financial claims, are insufficient to establish a legally enforceable debt.
31. The petitioner has consistently maintained that the cheque in question was issued as a security instrument and not in discharge of any subsisting liability. It is further contended that the date on the cheque was interpolated without consent, thereby striking at the root of the complainant's narrative.
32. It is submitted that although the statutory presumption under Section 139 of the Negotiable Instruments Act arises upon admission of signature, such presumption is rebuttable and casts only an evidentiary burden. The

accused is required merely to raise a probable defence on a preponderance of probabilities.

33. In this context, reliance is placed upon *Basalingappa vs. Mudibasappa*, (2019) 5 SCC 418, wherein the Hon'ble Supreme Court held that the presumption under Section 139 of the Negotiable Instruments Act is rebuttable and that the accused can rely upon the materials brought on record by the complainant as well as circumstances elicited in cross-examination to raise a probable defence.
34. The petitioner further relies upon the principle that the accused is not required to enter the witness box and that the burden under Section 139 is not a persuasive burden but merely an evidentiary one. This principle finds reflection in the observations extracted in the record, reinforcing that the defence can be established through circumstances and cross-examination alone.
35. An additional facet of considerable significance relates to the financial capacity of the complainant. The evidence on record discloses that when questioned regarding his capacity to advance the alleged sum, no satisfactory explanation was forthcoming. On the contrary, the materials brought on record, including prior financial transactions, cast doubt upon such capacity.
36. It was further contended once the accused raised a probable defence, the burden shifted upon the complainant to establish his financial capacity, and failure to do so rendered the prosecution case unsustainable.

37. Thus, the petitioner submits that the cumulative effect of the evidence demonstrates the existence of a probable defence, sufficient to rebut the statutory presumption. The complainant, having failed to discharge the burden that thereafter shifted upon him, cannot sustain the conviction. In summation, the petitioner contends that the impugned conviction is vitiated on multiple counts:-

- i. illegality in sentencing in violation of Section 65 Indian Penal Code;
- ii. institution of the complaint beyond limitation, rendering it non est;
- iii. absence of legally admissible and cogent evidence establishing a debt;
- iv. incompetence of the sole witness lacking personal knowledge;
- v. failure of the complainant to establish financial capacity; and
- vi. successful rebuttal of the statutory presumption under Section 139 of the Act.

38. In such a conspectus, it is urged that the conviction cannot be sustained in law and the impugned orders passed by the Courts below are liable to be set aside, with a consequential order of acquittal in favour of the petitioner.

39. The Learned advocate representing the opposite party no. 1 has advanced submissions which seek to sustain the concurrent findings of conviction recorded by the Courts below and to demonstrate that no interference is warranted in exercise of the limited revisional or inherent jurisdiction.

40. At the outset, it is contended that the present proceeding arises out of a protracted litigation wherein the accused has, by successive legal recourse, deferred the consequences of dishonour of a cheque dated 30th December,

2003 for a considerable period spanning over two decades. Emphasis is laid upon the principle that once conviction under Section 138 of the Negotiable Instruments Act is recorded, the Court is duty-bound to ensure that the complainant is restituted by way of appropriate compensation. Reliance is placed upon the decision of the Hon'ble Supreme Court in *R. Vijayan vs. Baby & Anr.*, wherein it has been observed that the imposition of fine ought to be commensurate with the cheque amount together with reasonable interest, so as to effectuate the object of the statute.

41. It is further submitted that the statutory requirements under Section 138 of the Act have been scrupulously adhered to. The chronology of events, according to the complainant, demonstrates due compliance with the prescribed timelines, and both the Learned Magistrate and the Learned Revisional Court have concurrently arrived at findings of guilt upon appreciation of evidence. Such concurrent findings, it is urged, ought not to be lightly disturbed.

42. A preliminary objection is raised with regard to the maintainability of the present application. It is contended that the petitioner, having already availed the remedy of revision before the Sessions Court, cannot circumvent the statutory bar under Section 397(3) of the Code of Criminal Procedure by invoking the inherent jurisdiction under Section 482. The power under Section 482, it is emphasised, is to be exercised sparingly and only in cases where there is a manifest miscarriage of justice or a glaring defect in procedure. Reliance is placed upon authoritative pronouncements including *Krishnan vs. Krishnaveni* and *Bir Singh vs. Mukesh Kumar*, to contend that a

second revision in the guise of an application under Section 482 is impermissible in the absence of exceptional circumstances.

43. On the merits, the complainant invokes the statutory presumption under Section 139 of the Negotiable Instruments Act. It is submitted that the petitioner has admitted his signature on the cheque, thereby attracting a presumption that the cheque was issued in discharge of a legally enforceable debt or liability. The burden, therefore, shifted upon the accused to rebut the presumption by leading cogent and credible evidence.
44. It is contended that the accused has failed to discharge such burden. No substantive evidence has been adduced to probabalise the defence that the cheque was issued as security or that it was not supported by consideration. The defence, as it emerges from the record, is marked by inconsistency and contradiction. At one stage, the accused asserts that the cheque was issued as security for a loan; at another, it is suggested that the cheque was connected with share transactions. These shifting stands, it is urged, erode the credibility of the defence and justify its rejection.
45. The complainant further submits that the absence of physical receipt of notice cannot be taken advantage of by the accused. It is brought on record that the office premises of the accused were under lock and seal by law enforcement authorities, a circumstance which cannot enure to the benefit of the accused. The legal position, as encapsulated under Section 27 of the General Clauses Act read with Section 114 of the Evidence Act, gives rise to a presumption of due service when notice is sent to the correct address.

46. In this context, reliance is placed upon the decision of the Hon'ble Supreme Court in *C.C. Alavi Haji vs. Palapetty Muhammed*, wherein it has been held that the requirement of notice is substantially met if the accused, upon receipt of summons, fails to make payment within fifteen days. The purpose of notice being to intimate the drawer of the liability, the accused cannot evade responsibility by taking technical pleas of non-service, particularly when he has appeared in the proceedings.
47. Addressing the issue of limitation, the complainant contends that the period of fifteen days is to be reckoned from the date of actual or constructive knowledge of the return of notice. It is submitted that the complainant received intimation of the return of notice with the endorsement "door locked" only on 25th May, 2004, and in the ordinary course of conduct, it would be reasonable to compute limitation from such date. The complainant, therefore, asserts that the complaint was filed within the permissible period if computed in this manner.
48. Further reliance is placed upon the decision in *K. Bhaskaran vs. Sankaran Vaidhyan Balan*, wherein the Hon'ble Supreme Court has emphasised the interpretation of statutory provisions under Section 138 must not be such as to enable a dishonest drawer to evade liability by avoiding service of notice. The Court has recognised that where a notice is returned unclaimed or with similar endorsements, the date of such return may be taken as the commencing point for reckoning the statutory period.
49. The complainant also distinguishes the judgment relied upon by the petitioner in *SIL Import, USA vs. Exim Aides Silk Exporters*, contending that

the factual matrix therein, involving service of notice by fax and multiple notices, is not comparable to the present case.

50. It is further urged that the entire defence of the accused lacks evidentiary support. No cogent material has been brought on record to displace the presumption under Section 139. The prosecution case, on the other hand, has been found to be reliable and convincing by two Courts upon appreciation of evidence. The principle that the object of trial is to ascertain the truth is invoked to contend that the defence, being internally inconsistent and unsupported by evidence, does not inspire confidence.

51. In summation, it is contended that the petitioner has failed to demonstrate any perversity, illegality or miscarriage of justice in the concurrent findings of the Courts below. The statutory presumption remains unrebutted, the procedural requirements stand satisfied, and the invocation of inherent jurisdiction is unwarranted. The application, therefore, it is urged, deserves to be dismissed.

52. The revisional application invites scrutiny of concurrent findings of conviction recorded by the Learned Metropolitan Magistrate and affirmed by the Learned Sessions Court in a prosecution under Section 138 of the Negotiable Instruments Act. The challenge, though presented through a multiplicity of grounds, ultimately calls for an examination of whether any jurisdictional error, perversity in appreciation of evidence, or miscarriage of justice has been occasioned warranting interference within the narrow compass of revisional jurisdiction.

53. The Order No.08 dated 08.07.2014 passed by the Learned Chief Judge, City Sessions Court, Calcutta in Criminal Revision No.51 of 2014, replicated below:-

“No steps taken by the revisionist nor any one found present on repeated calls. It is now 01:15 p.m.

Petitioner even did not bother to file any show cause nor assigned any reason though directed.

Under the circumstances and in view of the specific order dated 01.7.14 I find this court shall have no other option but to dispose of the revision and vacate the order of stay granted by this court on 25.4.14.

On perusal of the case record and the L.C.R. I find that the instant revision is directed against the judgement and order of conviction and sentence dated 30.12.13 passed by Ld. Metropolitan Magistrate, 12th Court, Calcutta, in complaint Case No. 642 of 2004 u/s. 138 of N.I.Act.

The facts leading to the instant revision, in brief, is that the Respondent no.1/complainant through his Constituted Attorney Anil Bagaria filed a complaint u/s.138 of N.I.Act against this appellant/accused stating that this accused in discharge of his liability issued an A/C payee cheque being no. 547953 dated 30.12.2003 for Rs. 25,00000/- drawn on Vysya Bank Ltd. and when the complainant presented the said cheque through his banker ABN Amro Bank Brabourne Road Branch for encashment within the validity period the said cheque was dishonoured and thereafter a demand notice was sent to the accused but in spite of demand notice he failed and neglected to make payment. Hence the case.

Being aggrieved by and dissatisfied with the said judgement and order of conviction and sentence the instant revision has been preferred by the accused/petitioner and the ground raised in the instant revision is that judgement and order passed by the Id. Magistrate suffer from illegality and irregularity and the Id. Magistrate failed and neglected to appreciate the evidence available on record and accordingly prayed for setting aside the impugned judgement and order of conviction and sentence dated 30.12.13

passed by *Ld. Metropolitan Magistrate, 12th Court, Calcutta*, in complaint Case No. 642 of 2004 alternatively remand the matter to the *Id.* court below to examine the officer in charge, Detective Department, Special Cell, Lalbazar.

Now the point for consideration is that whether the impugned judgement and order passed by the learned court suffers from any illegality and impropriety for which it is liable to be set aside?.

It appears from the L.C.R that in order to prove the case complainant has examined himself as P.W. 1 and also produced certain documents namely the power of attorney, cheque, cheque return memo, demand notice, postal receipt. etc. which have been marked as Exbts. 1 to 7.

Similarly, in order to disprove the case the accused/appellant has examined himself as D.W.1.

On perusal of the evidence of the P.W.1 made on affidavit I find that he has corroborated the versions made in the petition of complaint on affidavit. Complainant has also produced and proved the documents Exbts. 1 to 7. During cross-examination nothing came out contrary to the statements made in chief. Accused during his examination as D.W.1 admitted about the purchase and sale of shares on behalf of his client and about payment crisis and his liability to the Exchange and his approach to the complainant for a loan, though denied that he received any loan from the complainant. He also admitted the handing over a cheque to the complainant but claimed that it was issued as a security to the loan and denied that it was issued towards discharge of any liability. During cross-examination he admitted that he did not file any case against the complainant or served any legal notice. He also admitted that he had delivered several other cheques to the complainant which were dishonored and cases are pending against him.

Ld. Magistrate after considering the entire evidence and documents on record came to the finding that the cheque was issued by the accused in legal discharge of his liability and the accused in spite of service of notice failed to make any payment and accordingly, found him guilty of the offence

punishable u/s.138 of N.I.Act and accordingly, convicted and sentenced him to suffer T.R.C and to pay a compensation of Rs. 40,00000/-.

I do not find any illegality or irregularity in the same which requires interference from this court.

In the result, the instant revision fails.

Hence, it is

Ordered

that the instant revision be and the same is dismissed ex parte on merit.

The impugned judgement and order of conviction and sentence dated 30.12.13 passed by Ld. Metropolitan Magistrate, 12th Court, Calcutta, in complaint Case No. 642 of 2004 is hereby affirmed.

The interim order of stay granted by this court vide order dated 25.4.14 is therefore vacated.

Send back the L.C.R along with a copy of this order to the Id. court below for information and necessary action.”

54. This Court functioning as a Revisional Court does not usurp the power of a Court of Appeal. The jurisdiction is circumscribed and is to be exercised to correct manifest illegality, jurisdictional error or palpable miscarriage of justice. Though the court of first instance being the Court of the Metropolitan Magistrate in the instant case had appreciated the evidence.

55. The Learned Sessions Judge had reiterated the opinion of the Metropolitan Magistrate without ascribing to the evidence on record in individual capacity through assailment of the same in terms of legal principles as well as substantiation.

56. The Learned Sessions Judge passed an order without considering the submissions of the Learned Advocates representing the revisionist/petitioner and the opposite party without ensuring the appearance before the same

and/or without a caution that an *ex parte* order will be passed *in absentia*. The order dated 08.07.2014 revealed the matter to have been posted for hearing and in absence of the representation on behalf of the petitioner as well as the opposite party at 1:15 p.m., the order was passed. Moreover, the presence of the Learned Advocate representing the opposite party too was not recorded in the order passed by the Learned Sessions Judge. It categorically mentioned the perusal of the case record and the T.C.R. which led to the determination of the criminal revision no.51 of 2014 by the Sessions Judge.

57. The Learned Sessions Judge has been jurisdictionally bestowed with immense legal powers and authority to direct and ensure the presence of the representatives/both the parties before the same to hear out and record their statements and thereafter pronounce the ultimate decision as per the Court's diligence. The Learned Sessions Judge failed to holistically and scrupulously initiate proceedings against the parties for their presence before the Court being legally empowered to do so.

58. The Learned Sessions Judge had passed the order in absence of both the parties to the revisional application which indubitably relates to lapse on the part of the Learned Sessions Judge in conclusively disposing of the revisional application in absence of the representatives of both the parties. The Learned Sessions Judge cryptically and precisely elicited the opinion of the Learned Metropolitan Magistrate rather than dealing with the evidence on record vis-à-vis the legal issues involved in the instant case.

59. This Court, therefore, finds it prudent to remand the entire case record to the Court of Learned Chief Judge, City Sessions Court to either try itself or to transfer it to any other Court of equivalent jurisdiction to rehear the Criminal Revision being No.51 of 2014 and deliver a reasoned judgment appropriately as expeditiously as possible.
60. In view of the above discussions, the instant criminal revisional application being CRR 3354 of 2014 stands disposed of. Connected applications, if any, stand also disposed of. Interim orders, if any, stand vacated.
61. There is no order as to costs.
62. Let the copy of this judgment be sent to the Learned Trial Court as well as the police station concerned for necessary information and compliance.
63. All parties shall act on the server copy of this judgment duly downloaded from the official website of this Court.

(Ananya Bandyopadhyay, J.)