T.C. 023

011-C/DM/26

Register Number									

DEPARTMENTAL EXAMINATIONS

TRANSLATION TEST – FIRST PAPER – TRANSLATION OF ENGLISH PASSAGE BEARING ON COURT JUDGMENT INTO MALAYALAM LANGUAGE

(Without Books)

Maximum Time : 2.30 hours | Maximum Marks : 100

Answer ALL questions.

1.

IN THE HIGH COURT OF JUDICATURE AT MADRAS

THE HONOURABLE JUSTICE P.N. PRAKASH

Annapoorani,

...Petitioner

- Vs -

State represented by The Inspector of Police,

W-27, Vadapalani All Women

Police Station,

Chennai - 600 026. **...Respondent**

[Turn over

In the opinion of this Court, just because the aggrieved victim had not prayed for a particular relief in the protest affidavit, the Court is not denuded of the power to pass appropriate orders as enumerated in the judgment of the Supreme Court in Bhagwat Singh vs. Commissioner Of Police and Another. When a closure report is filed by the police, the Magistrate should order notice to the de facto complainant and hear him. Admittedly, in this case, Annapoorani has filed a protest application with certain documents, photographs and compact disc, which has been numbered as C.M.P.No.2485 of 2019 in Crime No.12 of 2016. Even with out looking into the protest application filed by Annapoorani, if the Magistrate is satisfied from the materials collected by the police and submitted along with the closure report, that there are materials for taking cognizance, he can ignore the closure report and take cognizance of the offences revealed from the materials under Section 190(1)(b) Cr.P.C. and issue process to the accused. Another course that is open is, the Magistrate can consider the materials filed by the police along with the closure report and the protest application and the materials filed by Annapoorani and can still accept the closure report, but he should given reasons for that. Yet, the third course is, the Magistrate can consider the materials filed by the police along with the closure report and the protest application and the materials filed by Annapoorani and order further investigation under Section 156(3) Cr.P.C.

Therefore, the aforesaid reason given by the Judicial Magistrate No.I, Poonamallee, for accepting the closure report filed by the police suffers from the vice of impropriety and illegality warranting interference by this Court.

2.

IN THE HIGH COURT OF JUDICATURE AT MADRAS

THE HONOURABLE JUSTICE N. ANAND VENKATESH

A. Muthupandi **...Appellant**

- Vs -

The State rep.by the Inspector of Police,

Tiruppur All Women Police Station,

Tiruppur District **... Respondent**

A child witness will broadly fall under two categories; the first category is where the child is a witness to an incident; and the second category is where the child itself is a victim and hence, a witness for what the child underwent. In cases falling under the first category, the chances of tutoring a child cannot be ruled out and hence, the Court must be very careful while dealing with the evidence of the child in those cases. However, in cases that are falling under the second category, the child cannot be tutored since it is incomprehensible for a child to understand a sexual act. Therefore, the child will be able to understand about the incident only if it had really Gone through the same. That is the reason why the Apex Court has repeatedly held that the evidence of victims of sexual assault must be dealt with more sensitivity and it should not be appreciated in the manner, in which, the regular evidence is appreciated. If the above test is applied to the facts of the present case, there is no reason to disbelieve the evidence of P.W.2. The evidence of P.W.2 was further corroborated by the evidence of P.W.6 read with Ex.P.8.

If, according to the accused person, a false complaint has been lodged against him due to previous enmity, the foundation has to be laid during the cross examination of the witnesses. However, the defence has not even put a single question to P.W.1 - the father of the victim girl to establish that there was a previous enmity between the parties. The attempt made by the accused person to come up with such a version, when he was questioned under Section 313(1)(b) of the Cr.P.C., will be of no avail to him since it is his ipse dixit and it has not been tested during the process of recording the evidence. Previous enmity between the parties is not a matter of assumption or surmise and it has to be established by the accused person.

3.

IN THE COURT OF THE PRINCIPAL RENT CONTROL, MADURAI TOWN

PRINCIPAL DISTRICT MUNSIF, MADURAI TOWN

PRESENT : THIRU. R. PREM ANAND, M.L.,

S. Rajendran @ Venkateswaran **...Petitioner/Landlord**

Versus

1. **C. Alagappan**

2. **A. Vijayalakshmi** **...Respondents/Tenants**

The petitioner has also constructed seven shops from out of the nine shops shown in the approved building plan. Since the respondents have refused to vacate from the premises the petitioner is not in a position to construct the remaining two shops (to be constructed in the portion which is in the occupation of the respondents). Since the respondents are belonged to the same village, the petitioner has personally requested the respondents to vacate from the premises. The building requires immediate demolition and reconstruction as it is a very old one which is in dilapidated condition.

The petitioner is having sufficient means to construct the building and he is also is in a position to secure amounts for the construction of the building by way of loan from Nationalized Banks or from his friends. Hence the respondents have to be evicted from the schedule premises on the ground that the building requires immediate demolition and construction. And it is also a better investment for the petitioner as the property will be appreciated in value because of the new construction and the income from this property will be increased.

Now the respondents have also created one document as that of sale agreement dated 10.02.1980 entered between Pattammal and Vijayalakshmi. The 2d respondent has also submitted a petition before the legal Aid at District Court Building, Madurai requesting the authority to compromise the matter regarding the alleged sale agreement dated 10.02.1980. It is submitted that the respondents have created the alleged sale agreement and trying to swallow the property. The said Pattammal is the mother of the petitioner and she is not having any interest over the schedule property. The said Pattammal has no right over the scheduled premises. The respondents knew very well that this property belongs to the petitioner. The said alleged sale agreement dated 10.02.1980 is not valid in law. The respondents have created the sale agreement as if the agreement was entered into between Pattammal and Vijayalakshmi even on 10.02.1980 itself.

4.

IN THE COURT OF THE ADDITIONAL DISTRICT MUNSIF AT VALLIYOOR

PRESENT: THIRU. J. ANNS RAJA, B.A., B.L.,

Shanmugavel ... **Complainant**

- Vs -

Chandrabose

...**Accused**

As per the evidence of PW1 - Complainant, he is doing real estate business and accused is working in LIC Office, Valliyoor and both are known to each other. On 19.10.2014 the accused demanded a sum of Rs. 9,00,000/- for his urgent family needs and assured to complainant that he will repay the loan amount within one month. On that day itself, the complainant provided loan amount of Rs. 9,00,000/- to accused and the accused handed over Ex.Pl 17.11.2014 post dated cheque bearing No.024659 of Axis Bank, Thirukurungudi Branch for a sum of Rs. 9,00,000/- and requested the complainant to present the above cheque on 17.11.2014 or on some other day. As per the assurance made by the accused PW1 complainant on 17.11.2014 has presented the Ex.P1 cheque for collection of amount in Syndicate Bank, Valliyoor Branch where he is holding bank account. The said cheque was returned by the banker on 19.11.2014 as "Insufficient Opening Balance" in the account of accused and Ex.P2 return memo was issued to complainant. Subsequently, the complainant through Ex.P3 has issued a legal notice demanding the accused to repay the cheque amount on 28.11.2014 as per

Ex.P4 postal receipts. The said notice was received by the accused on 29.11.2014 as per the Ex. PS acknowledgment card. After that the accused through his counsel has issued Ex.P6 false reply notice to complainant. The accused admits the signature founded in the Ex.P1 cheque. Therefore, as per Sec 139 of N.I Act presumption raises that cheque has been issued only to discharge of any debt (or) liability is whole (or) in part. So the initial presumption arises in favour of the complainant that Cheque has been issued only to discharge legally enforceable debt. However, the presumption can be rebutted by adducing evidence and the burden of proof is on the person who wants to rebut the presumption.
