(1993) 11 MAD CK 0016

In the Madras High Court

Case No : Criminal A. No. 921 of 1986

The Superintendent, Coimbatore Market Committee, Perundurai — APPELLANT

Vs

R. Kandasamy — RESPONDENT

Date of Decision : 26-11-1993

Acts Referred:

Citation : (1994) 1 LW(Cri) 54

Hon'ble Judges : Bellie, J

Bench : Single Bench

Advocate : G. Kathirvelu, for the Appellant; S.M. Kandasamy, for the Respondent

Final Decision : Dismissed

Judgement

Bellie, J.—This appeal is by the Superintendent, Coimbatore Market Committee, Perundurai against the order passed by the Judicial First

Class Magistrate, Erode in S.T.R. No. 382 of 1984 acquitting the accused of a charge under S. 25(a) of the Tamil Nadu Agricultural Produce

Markets Act. According to the prosecution, the accused Kandasamy purchased 987 quintals of paddy for Rs. 2,04,160-50 and for that he has

not paid fee to the Market Committee payable under S. 18 of the Act. The accused contended that he has not purchased paddy within the notified

area, but he has purchased paddy from outside the state i.e. Maharashtra and therefore, he is not liable to pay fee under S. 18 . In this connection,

the accused filed Exs. D1 to D8 as agreements of sale executed between himself and the Traders of Maharashtra State. However, the contention

of the prosecution is that delivery of the goods was taken within the notified area and payment was also made within the notified area and therefore, even though paddy as purchased outside the state the accused is liable to pay the fee. The genuineness of Exs. D1 to D8 was also

disputed by the prosecution. But the trial Court held that Exs. D1 to D8 agreements are true and it further held that even if delivery had been taken

within the notified area and payment was made there, the sale had been concluded as per Exs. D1 to D8 outside the State and therefore, no

question of payment of fee under S. 18 arises. On this finding, the trial court acquitted the accused.

2. On a perusal of the evidence find no reason to differ from the finding of the court below that Exs. D1 to D8 agreements are genuine. That being

the case, there is no doubt that the sale was concluded outside the State. Only because paddy which was sent from outside the State through

Railways taken delivery within the notified area and payment was made there, it cannot be said that the sale was concluded in the notified area.

Thus I find no merit in the appeal. Accordingly it is dismissed.