Present:

Mr. Justice Md. Khasruzzaman

Criminal Revision No. 1317 of 2024

Prodip Mondal
....Convict-appellant-petitioner.
-Versus-
The State and another
……....Opposite parties.
Mr. G.M. Nazrul Islam, Advocate
… For the convict-petitioner.
Mr. M. Masud Rana, D.A.G. with
Mr. Faruk Ahmed, A.A.G. and
Ms. Mahfuza Akhter, A.A.G.
.....For the State.
Mr. Bepul Bagmar, Advocate, with
Mr. Md. Al-Hasan, Advocate
……....Opposite parties.

Judgment on 14.08.2025

The Rule was issued calling upon the opposite parties to show cause as to why the judgment and order of conviction and sentence dated 11.10.2023 passed by the learned Special Sessions Judge and Druto Bichar Tribunal, Khulna in Criminal Appeal No. 198 of 2022, dismissing the appeal and thereby affirming the judgment and order of conviction and sentence dated 04.07.2022

passed by the learned Senior Judicial Magistrate, Court No. 3, Khulna in C.R. Case No. 85 of 2020 (Dacope), convicting the petitioner under section 420 of the Penal Code and sentencing him to suffer rigorous imprisonment for 02 (two) years and to pay a fine of Tk. 5,000/- (five thousand), in default to suffer simple imprisonment for 02 (two) months, should not be set aside and/or such other or further order or orders passed as to this Court may seem fit and proper.

The prosecution case, in short, is that the complainant, Most. Momena Begum, filed a petition of complaint before the learned Senior Judicial Magistrate, Khulna, alleging, inter alia, that the accused-petitioner, Pradip Mondal, was previously known to her. Taking advantage of such acquaintance and the confidence reposed in him by the complainant, the accused approached her for financial assistance and requested her to lend him a sum of Tk. 2,00,000/- (two lac), promising to repay the amount together with interest. It was alleged

that on 22.08.2019 at about 12:00 noon the complainant paid Tk. 1,00,000/- (one lac) to the accused in the presence of witnesses. Thereafter, on 02.10.2019 at about 3:00 p.m. she paid a further sum of Tk. 1,00,000/- (one lac) to him. Thus, the accused received a total amount of Tk. 2,00,000/- from the complainant. The prosecution further alleged that in acknowledgment of the aforesaid transaction and his obligation to repay the money, the accused executed a written agreement on non-judicial stamp paper of Tk. 300/- in the presence of witnesses, undertaking to repay the money within on 02.09.2020 but the accused failed to repay the same. When the complainant requested him for repayment, he avoided the matter on different pretexts and ultimately refused to return the money. According to the complainant, the accused had obtained the money by making false representations and had thereby dishonestly induced her to part with the amount, causing wrongful loss to her. Thus, the complainant instituted the case against the accused-petitioner, alleging the commission of offences

punishable under sections 406, 420 and 506 of the Penal Code.

Upon receipt of the petition of complaint, the learned Magistrate examined the complainant under section 200 of the Code of Criminal Procedure. Then the matter was sent to the PBI for enquiry and upon completion of the investigation, the PBI submitted a report concerning the allegations brought against the accused. Thereafter, Senior Judicial Magistrate, Court No. 1, Khulna took cognizance of the offence under sections 406/420/506 of the Penal Code against the accused.

Thereafter, the Trial Court proceeded with the case and framed charge against the accused-petitioner under sections 420 and 506 of the Penal Code. The charge was read over and explained to the accused, who pleaded not guilty and claimed to be tried.

In order to substantiate the charge, the prosecution examined as many as 5 (five) witnesses, including the

complainant, and adduced documentary evidence in support of its case.

The depositions of the prosecution witnesses are set out below.

P.W. 1, Momena Begum, in her examination-in-chief deposed that she was the complainant and the accused was her neighbour. On his promise to pay her a profit, she gave him Tk. 1,00,000.00 (one lac) on 22.08.2019 and another Tk. 1,00,000.00 (one lac) on 02.10.2019, totalling Tk. 2,00,000.00 (two lac), in the presence of witnesses against a written undertaking on stamp paper. But the accused did not pay her any profit. On 06.10.2020 she sent him a legal notice through her learned lawyer. On 10.10.2020 the accused finally refused to repay the money and threatened her, whereupon she filed the case. She identified the petition of complaint, her signature thereon and the written undertaking, marked as Exhibits 1, 1/1 and 2, respectively.

P.W. 2, Abdur Rahman Gazi, in his examination-in-chief deposed that on 02.10.2019 at about 3:00 p.m. the complainant gave Tk. 1,00,000.00 (one lac) to the accused and a written document was executed in his presence, and he identified his signature thereon, marked as Exhibit 2/1. Subsequently, the accused refused to repay the money.

P.W. 3, Hasina Begum, in her examination-in-chief deposed that she knew both the complainant and the accused. On the accused's promise to pay a profit, Momena gave the accused Tk. 1,00,000.00 (one lac) on each of two occasions, totalling Tk. 2,00,000.00 (two lac), in her presence. But, he did not pay any profit to her. The accused, Pradip, worked as a mason, while Momena worked as a mason's helper. The money was paid against a written document. As she was illiterate, her signature was not taken.

P.W. 4, Mukul Chandra Roy, in his examination-in-chief deposed that he knew the complainant and the

accused, Pradip. The complainant had paid the accused a total of Tk. 2,00,000.00 (two lac), of which Tk. 1,00,000.00 (one lac) was paid on the day when a document was executed on stamp paper worth Tk. 300.00. He signed the document as a witness and identified his signature thereon, marked as Exhibit 2/2. The accused did not repay the money.

P.W. 5, Shishir Kumar Goldar, in his examination-in-chief deposed that he knew both the complainant and the accused. The accused received Tk. 1,00,000.00 (one lac) on 02.10.2019 and had received another Tk. 1,00,000.00 (one lac) approximately one and a half months earlier. A written undertaking was executed on 02.10.2019, which he signed as a witness. He identified his signature thereon, marked as Exhibit 2/3. Subsequently, the accused refused to repay the money.

None of the witnesses was cross-examined, as the accused was absconding.

After conclusion of the prosecution evidence, the accused was examined under section 342 of the Code of Criminal Procedure. He denied the allegations and claimed to be innocent.

Upon consideration of the evidence, both oral and documentary, and after hearing the parties, the learned Senior Judicial Magistrate, Court No. 3, Khulna, by judgment and order dated 04.07.2022, found the accused guilty of the offence punishable under section 420 of the Penal Code and sentenced him to suffer rigorous imprisonment for 2 (two) years and to pay a fine of Tk. 5,000/-, in default to suffer simple imprisonment for 2 (two) months more.

Being aggrieved by and dissatisfied with the aforesaid judgment and order of conviction and sentence, the convict-petitioner preferred Criminal Appeal No. 198 of 2022 before the learned Sessions Judge, Khulna, which was ultimately heard and disposed of by the learned

Special Sessions Judge and Druto Bichar Tribunal, Khulna.

The Appellate Court, upon hearing the parties and examining the evidence and materials on record, dismissed the appeal by judgment and order dated 11.10.2023 and affirmed the conviction and sentence passed by the Trial Court.

Being further aggrieved by and dissatisfied with the concurrent judgment and order of the Court below, the convict-petitioner invoked the revisional jurisdiction of this Court under section 439 read with section 435 of the Code of Criminal Procedure and obtained the present Rule.

Mr. G.M. Nazrul Islam, the learned Advocate appearing on behalf of the convict-petitioner, submits that the impugned judgment and order of the Court below is illegal, improper and not sustainable in law. He further submits that the Trial Court failed to appreciate the evidence on record in its proper perspective and that the

Appellate Court, without independently evaluating the materials, erroneously affirmed the conviction and sentence. The learned Advocate also submits that the dispute between the parties arose out of a monetary transaction, which is essentially civil in nature, and that mere failure to repay a loan does not constitute an offence of cheating within the meaning of section 420 of the Penal Code.

He contends that the prosecution failed to establish that the accused had any fraudulent or dishonest intention at the inception of the transaction, which is an essential ingredient of the alleged offence. He further contents that the prosecution witnesses are interested witnesses and that their evidence is not supported by sufficient independent and reliable corroboration. According to him, the Courts below failed to consider the defence case and the material circumstances appearing from the record, thereby arriving at an erroneous finding of guilt. The learned Advocate also contends that the complainant

instituted the case out of personal grudge and local enmity and that the accused-petitioner has been falsely implicated in the case. He also submits that the prosecution failed to prove the charge beyond reasonable doubt and that the conviction, being based on an erroneous appreciation of evidence, has occasioned a miscarriage of justice. He finally submits that the Courts below committed serious errors of law and fact in recording and affirming the conviction and sentence and, therefore, the Rule should be made absolute and the impugned judgment and order should be set aside.

On the other hand, Mr. Mr. Bepul Bagmar, the learned Advocate with Md. Al-Hasan, the learned Advocate appearing on behalf of the opposite party No. 2, opposes the Rule and submits that both the Trial Court and the Appellate Court have arrived at concurrent findings of guilt upon a proper and careful assessment of the evidence and materials on record. He further submits that the prosecution has successfully established the

receipt of Tk. 2,00,000/- by the accused-petitioner from the complainant through consistent oral testimony and the written agreement executed on non-judicial stamp paper. He also submits that the material evidence of the prosecution witnesses regarding the payment of money, execution of the agreement and conduct of the accused remained substantially unchallenged.

He contends that the accused failed to discredit the material prosecution evidence by cross-examination and that the documentary evidence provides substantial corroboration of the oral testimony. He further contents that the Trial Court did not rely merely upon the allegation of non-payment but considered the entire circumstances of the transaction, the representations made by the accused and his subsequent conduct. He also contends that the Appellate Court independently considered the relevant facts and evidence and rightly affirmed the conviction and sentence. According to him, there is no material misreading or non-reading of

evidence, jurisdictional error or manifest illegality in the concurrent findings of the Courts below which would justify interference in revision. He also submits that the prosecution proved its case beyond reasonable doubt and that the impugned judgment and order based upon proper appreciation of evidence and sound judicial reasoning. Accordingly, he prays for discharge of the Rule.

Heard the learned Advocate for the convict-petitioner and the learned Advocate for the complainant-opposite party, perused the revisional application, the judgments and orders of the Courts below, the evidence of the prosecution witnesses, the documentary exhibits and other materials available on record.

The principal question that falls for determination in this Rule is whether the Courts below committed any error of law, misreading or non-reading of material evidence, or other illegality resulting in a miscarriage of justice in convicting the accused-petitioner under section 420 of the Penal Code and whether the concurrent

judgments and orders call for interference by this Court in the exercise of its revisional jurisdiction.

At the outset, it is necessary to examine the essential ingredients of the offence of cheating punishable under section 420 of the Penal Code.

Section 415 of the Penal Code defines cheating, while section 420 prescribes punishment where cheating dishonestly induces the person deceived to deliver property or to make, alter or destroy a valuable security or anything signed or sealed and capable of being converted into a valuable security.

To bring home a charge under section 420 of the Penal Code, the prosecution must establish that the accused deceived the complainant, that such deception involved fraudulent or dishonest inducement, and that the complainant, acting upon such inducement, delivered property to the accused. It is also necessary that the dishonest intention should have existed at the time when the inducement was made.

It is a settled principle of criminal jurisprudence that mere breach of contract or subsequent failure to repay a loan does not, by itself, constitute the offence of cheating. The distinction between a civil wrong and the criminal offence of cheating depends upon the existence of fraudulent or dishonest intention at the inception of the transaction. Such intention, being a state of mind, may, however, be inferred from the proved facts, conduct of the parties and surrounding circumstances.

Keeping the aforesaid legal principles in view, this Court now proceeds to examine whether the evidence and materials on record justified the findings arrived at by the Courts below.

It appears that the prosecution examined 5 (five) witnesses, namely P.W.1 to P.W.5, in support of its case. The Trial Court considered their testimony along with the documentary evidence and found that the prosecution had established the material circumstances relating to the

monetary transaction between the complainant and the accused-petitioner.

P.W.1, Most. Momena Begum, the complainant, supported the prosecution case by deposing that the accused-petitioner was previously known to her and that he approached her for financial assistance. She testified regarding the payment of Tk. 1,00,000/- on 22.08.2019 and a further sum of Tk. 1,00,000/- on 02.10.2019, making a total of Tk. 2,00,000/-. She further deposed that the accused executed a written agreement in acknowledgment of the transaction and undertook to repay the amount within the stipulated period.

Her evidence also disclosed that despite repeated demands, the accused did not repay the money and ultimately refused to honour his undertaking. The Trial Court found her evidence to be consistent with the material allegations made in the complaint petition.

P.W.2, Abdur Rahman Gazi, corroborated the prosecution case regarding the transaction and the

execution of the written agreement. His evidence was considered by the Trial Court in conjunction with the testimony of the complainant and the documentary evidence. P.W.3, Momena Begum, also supported the prosecution version concerning the payment of money to the accused and the circumstances surrounding the transaction. P.W.4, Shuk Chand Roy, gave evidence supporting the prosecution case, particularly concerning the written acknowledgment of the transaction and the undertaking made by the accused. P.W.5, Md. Chandra Roy, further corroborated the prosecution evidence regarding the transaction and the execution of the relevant document.

The Trial Court, upon evaluating the evidence of these witnesses, found that their statements were consistent on the material aspects of the prosecution case. The evidence of the complainant regarding the delivery of money was supported by the testimony of the other prosecution witnesses and by the written agreement. A

particularly significant feature of the present case is that the material prosecution witnesses were not effectively challenged by the defence through cross-examination. The Trial Court specifically noticed that the material assertions concerning the payment of money and execution of the agreement remained substantially uncontroverted.

It is true that the failure of an accused to cross-examine a witness does not automatically establish the truth of every statement made by that witness, nor does it relieve the prosecution of its obligation to prove the charge beyond reasonable doubt. Nevertheless, where material testimony is otherwise credible, consistent and supported by documentary evidence, the absence of any effective challenge to such testimony is a relevant circumstance in assessing its evidentiary value.

In the instant case, the prosecution evidence concerning the delivery of money, the execution of the written agreement and the undertaking to repay the

amount was accepted by the Trial Court upon consideration of the evidence as a whole. Nothing has been demonstrated before this Court to establish that such appreciation of evidence was perverse or based upon a material misreading of the record.

One of the most important pieces of documentary evidence in the present case is the written agreement executed on non-judicial stamp paper of Tk. 300/-, which forms part of the prosecution case.

The document records the monetary transaction between the parties and contains an acknowledgment of the obligation to repay the money. The prosecution relied upon this document to substantiate its allegation that the accused had received money from the complainant and had undertaken to return the same within the agreed period.

The Trial Court referred to the said document as Exhibit No. 2 and considered the signatures appearing thereon, including the signature attributed to the accused-

petitioner. The significance of this document cannot be overlooked. It is not merely an oral assertion made by the complainant after the alleged occurrence. Rather, it is a contemporaneous written record of the transaction which provides material corroboration of the prosecution evidence concerning the receipt of money and the undertaking given by the accused. The document, considered together with the testimony of the prosecution witnesses, substantially supports the finding that the accused received Tk. 2,00,000.00 from the complainant.

It is also material that the defence did not effectively discredit the prosecution witnesses regarding the execution of the agreement or establish any credible basis for treating the document as fabricated or unreliable.

However, the existence of a written agreement acknowledging a debt does not, by itself, establish the offence of cheating. The document must be considered together with the evidence regarding the representations

made by the accused, the circumstances in which the money was obtained and his conduct before and after the transaction.

The Trial Court considered these circumstances cumulatively and reached the conclusion that the accused had dishonestly induced the complainant to part with her money.

This Court is conscious that subsequent non-payment cannot retrospectively create a dishonest intention which did not exist at the inception of the transaction. Nevertheless, subsequent conduct may be considered as one of the surrounding circumstances, provided that the conclusion regarding the original dishonest intention is supported by the totality of the evidence.

In the present case, the Trial Court considered not merely the failure to repay the money but also the evidence relating to the representations and assurances made by the accused, the circumstances surrounding the

delivery of money, the written acknowledgment and the subsequent conduct of the accused. The Appellate Court affirmed that assessment.

Upon consideration of the concurrent findings and the evidentiary materials relied upon by the courts below, this Court finds no demonstrated perversity or material illegality in their appreciation of the transaction.

Another material aspect requiring consideration is the absence of any effective cross-examination of the prosecution witnesses on the principal facts constituting the prosecution case.

Cross-examination is an important safeguard in a criminal trial and provides the accused with an opportunity to test the veracity, reliability and credibility of the prosecution witnesses.

Where a witness gives evidence concerning a material fact and such evidence is not challenged in cross-examination, the Court may legitimately take that

circumstance into consideration while determining the weight to be attached to the testimony.

In the instant case, the prosecution witnesses gave evidence concerning the receipt of money by the accused, the execution of the written agreement and the circumstances relating to the transaction. The Trial Court found that the material aspects of their evidence remained substantially unchallenged.

The defence did not effectively confront the prosecution witnesses with any alternative version capable of materially weakening the prosecution case. Nor was any convincing material brought on record to establish that the alleged transaction had never taken place or that the written agreement was a fabricated document.

It is, however, necessary to observe that the burden of proof throughout remained upon the prosecution. The accused was not required to establish his innocence or to disprove the prosecution case.

The absence of effective cross-examination is therefore not treated as a substitute for proof. It is considered only in conjunction with the positive oral and documentary evidence adduced by the prosecution.

Having examined the manner in which the Trial Court assessed the testimony of P.W.1 to P.W.5, this Court finds that the Trial Court did not base its decision solely upon the absence of cross-examination. Rather, it relied upon the consistency of the prosecution evidence, the documentary corroboration and the circumstances disclosed by the record.

Consequently, the contention that the conviction rests entirely upon unreliable or uncorroborated testimony does not appear to be supported by the findings recorded by the Courts below.

The learned Advocate for the convict-petitioner has strongly contended that the transaction between the parties was merely a loan transaction and that the

complainant sought to convert a civil dispute into a criminal proceeding.

This submission requires careful consideration.

There can be no dispute with the proposition that every failure to repay borrowed money does not amount to cheating. A person who honestly borrows money with an intention to repay it does not commit the offence of cheating merely because he subsequently becomes unable to fulfil his promise.

For the application of section 420 of the Penal Code, it must be shown that the accused had a dishonest or fraudulent intention at the time of making the representation which induced the complainant to deliver the money.

At the same time, the mere existence of a contractual or monetary relationship does not necessarily exclude criminal liability. A transaction may give rise to civil consequences and also constitute a criminal offence

if the essential ingredients of that offence are independently established.

Therefore, the decisive consideration is not whether the complainant could have instituted a civil proceeding for recovery of money, but whether the evidence establishes the elements of deception, dishonest inducement and delivery of property.

In the present case, the prosecution alleged that the accused obtained the money by making representations and assurances which induced the complainant to part with her property. The prosecution witnesses supported the circumstances of the transaction, and the written agreement corroborated the receipt of money and the undertaking given by the accused.

The Trial Court, upon considering the evidence as a whole, found that the conduct of the accused attracted the provisions of section 420 of the Penal Code. The Appellate Court, after reappraising the materials, affirmed that finding.

This Court is of the view that the defence contention concerning the civil nature of the transaction cannot, by itself, be sufficient to invalidate the conviction where the Courts below have recorded findings concerning the criminal ingredients of the offence upon consideration of the evidence.

The existence of a remedy for recovery of money in a civil court does not operate as an automatic bar to criminal proceedings when the facts independently disclose the commission of a criminal offence. Accordingly, the submission that the conviction must be set aside solely because the transaction involved borrowing and repayment of money cannot be accepted.

The convict-petitioner has further alleged that he was falsely implicated in the case owing to local enmity and personal grudge.

It is well settled that a plea of enmity or previous hostility must be considered carefully, since such hostility may, depending upon the circumstances, provide a

motive either for the commission of an offence or for false implication. In the instant case, however, the Courts below considered the prosecution evidence and accepted the testimony relating to the transaction and the written agreement. The mere assertion of local enmity, without any material demonstrating that the prosecution evidence was false or inherently unreliable, does not furnish sufficient ground for rejecting otherwise credible evidence. The defence has not demonstrated before this Court any material contradiction, inherent improbability or substantial infirmity in the evidence accepted by the Courts below which would render their concurrent findings unreasonable or perverse. Moreover, the prosecution case is not dependent solely upon the oral allegation of the complainant. The written agreement and the supporting testimony of the prosecution witnesses constitute material evidence which the Courts below were entitled to consider. Therefore, the allegation of false implication does not disclose any sufficient ground for interference with the impugned judgments.

It appears from the record that the convict-petitioner preferred Criminal Appeal No. 198 of 2022 challenging the judgment and order of conviction and sentence passed by the Trial Court.

The Appellate Court heard the appeal and considered the evidence and materials available on record. After examining the relevant circumstances, the Appellate Court dismissed the appeal by judgment and order dated 11.10.2023 and affirmed the conviction and sentence.

The Appellate Court was required to examine whether the Trial Court had properly appreciated the evidence and whether the prosecution had established the charge in accordance with law.

Upon consideration of the appellate judgment, it appears that the Appellate Court agreed with the material findings of the Trial Court concerning the prosecution evidence and the documentary materials. The Appellate Court did not find sufficient grounds to disbelieve the

prosecution witnesses or to interfere with the finding of guilt recorded by the Trial Court. Therefore, the appellate judgment constitutes a concurrent affirmation of the trial Court's findings.

A revisional Court is not expected to substitute its own appreciation of evidence merely because another view of the facts may be possible. Interference becomes justified where the findings are manifestly unreasonable, perverse, based upon material misreading or non-reading of evidence, or otherwise affected by a substantial error of law resulting in a failure of justice.

In the instant case, the learned Advocate for the convict-petitioner has not been able to point out any such material illegality or perversity in the concurrent judgments of the Courts below.

The revisional jurisdiction of this Court under sections 435 and 439 of the Code of Criminal Procedure is supervisory and corrective in nature.

The purpose of such jurisdiction is to examine the correctness, legality or propriety of the findings, sentence or order passed by a subordinate criminal court and the regularity of the proceedings. Although the revisional powers of the High Court Division are extensive, they are to be exercised judicially and with due regard to the distinction between appellate and revisional jurisdiction.

Where the Trial Court and the Appellate Court have arrived at concurrent findings of fact upon consideration of the evidence, the revisional Court ordinarily does not interfere with those findings unless they suffer from manifest illegality, perversity, material misreading or non-reading of evidence, or have occasioned a miscarriage of justice.

The revisional jurisdiction is not intended to provide a further appeal on facts as a matter of course.

In the present case, the Trial Court considered the testimony of the prosecution witnesses and the documentary evidence and recorded a finding of guilt

against the accused-petitioner under section 420 of the Penal Code.

The Appellate Court, upon hearing the parties and considering the materials, affirmed that finding.

The concurrent judgments disclose that the Courts below considered the principal prosecution evidence, including the evidence relating to the delivery of money and the execution of the written agreement.

The defence has failed to demonstrate that any material evidence was excluded from consideration or that the Courts below relied upon evidence which was legally inadmissible or inherently unreliable.

The mere repetition of the defence arguments already considered by the Courts below does not, in the absence of any substantial error, furnish a sufficient ground for revisional interference.

Therefore, this Court finds no compelling reason to interfer the concurrent findings of the Courts below.

The Trial Court convicted the accused-petitioner under section 420 of the Penal Code and sentenced him to suffer rigorous imprisonment for two years and to pay a fine of Tk. 5,000/-, in default to suffer simple imprisonment for 2 (two) months more. The Appellate Court affirmed the said sentence.

Section 420 of the Penal Code prescribes imprisonment which may extend to 7 (seven) years and also provides for fine. The sentence imposed upon the accused-petitioner is within the statutory limit. In determining whether the sentence calls for interference, this Court has considered the nature of the offence, the amount involved, the findings of the Courts below and the circumstances disclosed by the record.

The Trial Court imposed a sentence substantially below the maximum punishment prescribed by law. The Appellate Court, after consideration of the matter, found no reason to interfere with the sentence.

No sufficient ground has been established before this Court to hold that the sentence is illegal, manifestly excessive or otherwise warrants interference in the exercise of revisional jurisdiction.

Consequently, this Court finds no reason to interfere with either the conviction or the sentence imposed upon the convict-petitioner.

In view of the facts and circumstances of the case, the evidence of the prosecution witnesses, the documentary materials, the findings of the Trial Court and the judgment of the Appellate Court, this Court is of the view that the prosecution case was accepted by the Courts below upon consideration of the relevant evidence.

The prosecution witnesses consistently supported the material circumstances relating to the delivery of money to the accused-petitioner. The written agreement executed on non-judicial stamp paper furnished corroborative evidence concerning the transaction and the

obligation undertaken by the accused. The material prosecution evidence remained substantially unchallenged, and the defence failed to demonstrate any material contradiction or infirmity sufficient to render the concurrent findings perverse or legally unsustainable.

The Courts below considered the evidence and circumstances of the case and arrived at concurrent findings against the accused-petitioner. No material misreading or non-reading of evidence, manifest illegality or miscarriage of justice has been demonstrated which would justify interference by this Court.

Therefore, this Court finds no merit in the Rule.

In the result, the Rule is discharged.

Send back the records.

Communicate the order.

(Md. Khasruzzaman, J:)