

In Re: V. Pattabi Chetti

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SooperKanoon Citation : sooperkanoon.com/786256

Court : Chennai

Decided On : Mar-05-1945

Reported in : AIR1945Mad446; (1945)2MLJ130

Appellant : In Re: V. Pattabi Chetti

Judgement :

ORDER

Happell, J.

1. The petitioner has been convicted by the Chief Presidency Magistrate of an offence punishable under Sub-section (2) of Section 6-A of the Madras Prevention of Adulteration Act and has been sentenced to pay a fine of Rs. 50 or to undergo simple imprisonment for one month in default.

2. There can be no doubt that the conviction is correct. The petitioner had purchased two tins of butter each 12 visses in weight for the purpose of some festival in his house. The tins of butter, however, were not used and he sold to a dealer, P.W. 2. When he sold them and that is the basis of the charge--he gave a warranty that the butter was pure and unadulterated and that it was up to the specifications required by the Madras Prevention of Adulteration Act. Sub-section (2) of Section 6-A of the Madras Prevention of Adulteration Act provides that, 'every person, who, in respect of an article of food sold by him whether as principal or as agent, gives to the purchaser a false warranty in writing shall, unless he

proves to the satisfaction of the Court what when he gave the warranty he had reason to believe that the statements or descriptions contained therein were true, be punished with fine, etc.' The butter sold to P.W. 2 was found on analysis to contain 22.5 per cent, of water whereas the maximum percentage of water permitted is 20 per cent. It is not disputed therefore that the warranty which was given by the petitioner was false. But it is argued that as he was a private person who had merely sold butter because it had turned out not to be wanted for the festival for which it was purchased and as the butter to his knowledge had been purchased from a reputable firm, he had within the meaning of Sub-section (2) of Section 6-A reason to believe that the statements or descriptions which he gave in his warranty in writing were true. In my opinion, it is not possible to accept this argument. The petitioner may have thought that the butter would be unadulterated, but it cannot be said that he had reason to believe that it was unadulterated since it is clear that he had himself no knowledge of the butter which justified him in saying either that it was or was not adulterated.

3. The conviction is therefore correct and in passing the sentence of fine only, the Chief Presidency Magistrate has taken into account the fact that in all probability the petitioner acted foolishly rather than criminally in giving the warranty which is the foundation of this case. The petition is dismissed.