Public Prosecutor v R Sekhar s/o R G Van
[2003] SGHC 123

Case Number : MA 297/2002

Decision Date : 02 June 2003

Tribunal/Court : High Court

Coram : Yong Pung How CJ

Counsel Name(s) : Hui Choon Kuen (Deputy Public Prosecutor) for the appellant; Ramesh Tiwary (Leo Fernando) for the respondent

Parties : Public Prosecutor — R Sekhar s/o R G Van

Criminal Procedure and Sentencing – Charge – Amendment – Power of High Court – Relevant considerations

Evidence – Admissibility of evidence – Hearsay – Summaries of invoices in the form of computer printouts – Whether hearsay evidence – Whether admissible – Evidence Act (Cap 97, 1997 Rev Ed) s 35

Evidence – Proof of evidence – Onus of proof – Whether burden of proving disclosure of status to lender shifts to undischarged bankrupt – Bankruptcy Act (Cap 20, 1996 Rev Ed) ss 141(1)(a), 146

1 The accused, R Sekhar s/o R G Van ("Van"), was acquitted in the magistrate's court of 11 charges of obtaining credit, by taking up accommodation at the Peninsula Hotel ("the hotel") and incurring monthly debts of over $500, without disclosing to the hotel that he was an undischarged bankrupt, under s 141(1)(a) read with s 146 of the Bankruptcy Act ("the Act"). On appeal by the prosecution against his acquittal, I amended the 11 charges to a single charge under the same provision and convicted him of that charge. I now give my reasons.

Background facts

2 Van who was an undischarged bankrupt at all material times, had registered to stay at the hotel as a guest on 4 July 1997. Even though his registration card (Exhibit P13) stated that his departure date would be 7 July 1997, he eventually stayed at the hotel for more than one year.

3 The 11 charges with which Van was charged were based on monthly summaries of invoices for the period from 4 July 1997 to 9 November 1998 (Exhibits P14 – P30). Each monthly summary of invoices, save the first, reflected the balance brought forward from the previous month. Such a balance was, however, deducted from the total hotel charges as stated in the summary of invoices for each month for the purposes of determining whether Van had incurred debts of over $500 in that particular month. The sums of payment made by Van in each month were also deducted. As such, after the calculations were made, for some months (July '97, Nov '97, Feb '98 and Apr '98) Van had a credit balance and for some other months (Oct '97 and Dec '97), he incurred debts of less than $500. The 11 charges brought against him were for *each* of the remaining months during his stay at the hotel, for which he incurred debts to the extent of $500 or more.

The prosecution's case

4 The prosecution's case was built around the evidence of the main prosecution witness, one Lee Chia Loo, also known as "Michael Lee" ("Michael"). Michael was the Front Office Manager of Peninsula-Excelsior Hotel at the material time. He testified that he was formerly the Front Office Manager of Excelsior Hotel since 1984 and when Peninsula Hotel and Excelsior Hotel merged, he was promoted to become the Front Office Manager of the Peninsula-Excelsior Hotel, starting from 1 August

1997. His duties included the organisation and running of daily operations such as the registration of guests.

5 Michael confirmed that Van was the same person stated to be "Simon Van" on the registration card. He had the opportunity to meet Van once in October 1998, when he had to deal with him over some irregularities in the guest invoices rendered for the period from April 1998 to September 1998.

6 The words "pax account" were endorsed on the registration card. Michael explained that this meant that the guest would be settling by cash. The hotel allowed a credit limit of up to $500. If this amount was exceeded, the guest would be contacted and asked to settle the payments. Van was, however, allowed to extend his stay at the hotel as a result of his long-term relationship with it, notwithstanding that his arrears had started snowballing.

7 According to Michael, Van was eventually locked out from his hotel room on 9 November 1998, upon instructions from the hotel's general manager. By that time, the aggregate amount owed to the hotel by Van, as reflected in the last summary of invoices tendered (Nov '98) was $23,874.94. An action was commenced by the hotel to recover this sum from Van. In February 1999, judgment in default of appearance was obtained by the hotel. Bankruptcy proceedings were also commenced and consequently a second bankruptcy order was made against Van on 5 August 1999. Michael testified that neither he nor the hotel was aware of Van's previous status as an undischarged bankrupt. It was not the policy of the hotel to check the solvency status of its guests.

The defence case

8 Van testified that he was a regular guest of the hotel from as early as the 1980s. He knew several of the people who were part of the management of the hotel, including the financial controller, Mr KK Tay and the assistant general manager, Mr James Loo. He claimed to have a working relationship with the hotel as he had supplied musicians to the hotel at one stage and had also recommended clients to stay at the hotel. According to Van, Michael was also known to him, since they had had tea together on many occasions.

9 Van denied that he had ever seen the monthly summaries of invoices which had been tendered as evidence. He was not able to recall having made all the payments reflected in those invoices. He claimed that he made payments in lump sums, such as $1000, $2000 etc. and that they were paid in cash to the duty managers, cashiers and even to Michael himself.

10 According to Van, he had asked for a proper set of records when approached by the hotel to settle his bills. He claimed that he had noticed that some amounts which he had paid to Michael were not reflected in the weekly statements issued to him. It was said that the financial controller, Mr KK Tay, had also approached him about the irregularities in his statements of accounts. Van alleged that Michael had not submitted two months' reports to the accounts departments, nor had he paid over some sums of money which were handed to him by Van for the hotel charges.

11 Van claimed that on 7 November 1998, Michael had called him to his office and told him that if anyone asked to whom the money was paid over, Van should say that he gave the money to another duty manager named Hazlinda. Van alleged that he had stormed out of Michael's office, after telling him that he could not lie and accuse an innocent girl. Van also claimed that there was a meeting on 8 November 1998 to investigate why the figures were not right and that he had stormed out of the meeting as he was unhappy with the way it was conducted. He agreed with the prosecuting officer

that criminal breach of trust was a very serious offence but claimed that he did not report the matter to the police because of his long-term relationship with the hotel. He further stated that he would put it on record that, once the trial was over, he would be making a police report against Michael.

12 Van testified that when he was locked out of his room by the hotel, all his belongings worth "thousands of dollars", statements of accounts and invoices which the hotel had issued to him were left inside the room. He disputed the amount as reflected in the summaries of invoices ($23,874.94) and claimed that he owed only about $7,000 to the hotel. His stay at the hotel had been financed by an Indonesian acquaintance of his by the name of Ghani Santoso and also by a company called ID Imaging Pte Ltd, where he was working as a development consultant.

13 It was Van's testimony that the hotel had known of his bankruptcy status but had yet allowed him to stay. It was his evidence during cross-examination that he was a member of a club, known as the Booze Members' Club at the hotel and, when he was adjudicated bankrupt, he had been removed as a member of that club. There was also an article in a newspaper regarding a previous conviction of his, which mentioned clearly that he was a bankrupt at that time. It was said by Van that Michael had even shown him a copy of this article before.

The decision below

14 The trial judge, relying on the case of *Highway Video Pte Ltd v PP* [2002] 1 SLR 129, came to the view that Michael's evidence was hearsay and unreliable. As he came over to the hotel to work only on 1 August 1997, he could not have been privy to the workings of the hotel at the time Van registered to stay at the hotel. The trial judge also took issue with the fact that the prosecution had not called any of the staff who had attended to Van as witnesses. Neither was any evidence adduced as to who was the maker of the registration card. In the circumstances, the trial judge was of the view that it could not be said conclusively that the hotel did not enquire about the solvency status of the guests in so far as Van, who checked in on 4 July 1997, was concerned. This would, in turn, mean that it could not be inferred conclusively that, at the time of checking-in, Van had not disclosed his bankruptcy status to the hotel.

15 The trial judge also found the summaries of invoices to be hearsay and unreliable. According to him, it was obvious that Michael did not prepare those exhibits. Under cross-examination, he was unable to testify in detail how the figures in the summaries of invoices were derived and explained that all financial statements were prepared by the accounts department and within the purview of the financial controller, Mr KK Tay. Furthermore, the summaries of invoices were not contemporaneous documents rendered to Van during his stay at the hotel, but merely extracts from them. The original invoices were not tendered to the court. Michael revealed during his testimony that the summaries of invoices were prepared for the purpose of bringing civil proceedings against Van. It was, furthermore, accepted that there were computer glitches, which resulted in irregularities in the guest invoices rendered for the period from April 1998 to September 1998. The prosecution did not lead any evidence to show who the maker of the summaries of invoices was and why the hearsay exceptions in sections 32 and 34 of the Evidence Act should be invoked.

16 Since the material aspects of the evidence of the main prosecution witness were hearsay and flawed, the trial judge had to rely on and take cognisance of Van's position that he had made disclosure through his prior dealings with the hotel and that the hotel was aware of his bankruptcy status, within the disclosure guidelines formulated in the case of *PP v Ong Ker Seng* [2001] 4 SLR 180, which do not necessarily require a bankrupt to disclose his bankruptcy at the precise moment when

credit is obtained.

17 In not calling additional witnesses to supplement Michael's evidence, the prosecution took the risk that the charges against Van would not be proven beyond a reasonable doubt. The circumstantial evidence adduced by the prosecution did not discount the possibility that the hotel and its management were aware of Van's bankruptcy status. It was held that the nature of the evidence was such that it did not lead to the irresistible inference that Van did not disclose his bankruptcy status or that the hotel was not aware of such a status.

18 In the premises, even though the trial judge found that Van was an evasive witness and had conducted a tenuous defence, including making many unmeritorious allegations against Michael to attack his credibility, he granted Van a discharge amounting to an acquittal on the 11 charges as he was of the view that the prosecution had not proven its case beyond a reasonable doubt.

The appeal

The law

19 It is useful at the outset of the appeal to lay down the provision under which Van had been charged. Section 141(1)(a) of the Bankruptcy Act provides as follows :-

> A bankrupt shall be guilty of an offence, if being an undischarged bankrupt –
>
> (a) either alone or jointly with any other person, he obtains credit to the extent of $500 or more from any person *without informing* that person that he is an undischarged bankrupt. (Emphasis added)

20 In considering this appeal, I was convinced that the onus lay on the undischarged bankrupt to show that he had disclosed his bankruptcy status to the proposed lender before obtaining credit of $500 or more, rather than on the prosecution to prove that he had not made such a disclosure.

21 It is established law in Singapore that a statute can, on its true and proper construction, place a burden of proof on the accused to prove the positive of a negative averment. In the leading Court of Appeal decision of *PP v Kum Chee Cheong* [1994] 1 SLR 231, the court, following the approach in the case of *R v Hunt (Richard)* [1987] AC 352, held that :

> Where an enactment prohibits the doing of an act save in specified circumstances or by persons of specified class or with specified qualifications or with licence or permission of specified authorities, it is *a matter of construction* whether the burden of proving the circumstances, qualification, licence or the like shifts to the defendant, and if on the true construction of the enactment, the burden shifts to the defendant it is for him to show that he is entitled to do the prohibited act and that burden is not an evidential burden but a legal burden. It follows therefore that in such a case there is no necessity for the prosecution to establish prima facie evidence of the specified circumstances, qualification or licence or the like as provided in the enactment entitling the defendant to do the prohibited act. (Emphasis added)

22 The court further quoted the following passage of Lord Griffith in *R v Hunt (Richard)* with approval : -

> …if the linguistic construction of the statute does not clearly indicate upon whom the burden

should lie the court should look to other considerations to determine the intention of Parliament such as the mischief at which the Act was aimed and practical considerations affecting the burden of proof and, in particular, the ease or difficulty that the respective parties would encounter in discharging the burden.

23 Reverting back to s 141(1)(a) of the Act, in my judgment, there was no doubt that on a true construction, the section in effect prohibits an undischarged bankrupt from obtaining credit to the extent of $500 or more, unless he first informs the proposed lender of his bankruptcy status. To my mind, the object of the section is indisputably to protect the person from whom the bankrupt seeks to obtain credit. The section strives to prevent innocent people and business organisations from being misled by a bankrupt's appearance of solvency and a promise to pay. Having regard to the intention and purpose of the section, I was of the view that it places an obligation squarely on the undischarged bankrupt to disclose his status to the proposed lender before obtaining credit to the extent of $500 or more.

24 The impracticality of the prosecution proving the fact of non-disclosure on the part of the undischarged bankrupt becomes evident when one considers the case of *PP v Ong Ker Seng* [2001] 4 SLR 180. In that case, with regard to the issue of the proper time and context for a notification of the bankruptcy status to be valid, the trial judge was of the opinion that the notification must be given in the context of the undischarged bankrupt obtaining credit from the proposed lender. I disagreed with her and held (at p 185) :

> By virtue of s 141(1)(a) of the Act, the bankrupt has been specifically tasked with the duty to inform the proposed lender before obtaining credit. In *R v Zeitlin* (1932)23 Cr App R 163, it was said that disclosure by the undischarged bankrupt need not be at the very moment when credit is obtained, provided it was made at a reasonable time before the transaction took place. As the court in *R v Duke of Leinster* [1924] 1 KB 311 said at p 316, 'disclosure must be made in fact to the person giving the credit'. Hence, where notification of the bankrupt's status has previously been conveyed by the bankrupt (or his agent) to the proposed lender, *even* in circumstances extending outside the context of the lending transaction, then disclosure has been made as a matter of fact, and no offence is committed. Where a bankrupt *reasonably* believes that the fact that he is an undischarged bankrupt continues to feature in the proposed lender's mind when extending the credit, then there is no need to inform the lender again.

25 From the passage above, it can be seen that the duty of disclosure as required by s 141(1)(a) of the Act is satisfied in instances where disclosure was made within a reasonable time before the extension of credit. The disclosure need not be made at the precise moment when credit is obtained or even in the context of the lending transaction. In the circumstances, the point of disclosure would be one which is fully within the knowledge of the undischarged bankrupt. This is even more so when the proposed lender is an organisation, as in the present case. Only the bankrupt himself would be in a position to know to whom he had disclosed his bankruptcy status and the time and context of the notification and therefore could prove with ease the fact of disclosure. On the other hand, the prosecution may well have to produce every single employee of the organisation as witnesses in order to prove that the bankrupt had *never* made the disclosure about his bankruptcy status.

26 Therefore, in my judgment, there is no doubt that the form, substance and effect of s 141(1)(a) of the Act are such that the burden is shifted to an undischarged bankrupt to show that he had informed the proposed lender of his status before obtaining credit to the extent of $500 or more. By virtue of the section, the bankrupt is specifically tasked with the duty of disclosing his status and, in my opinion, he ought to be vigilant in this regard. As I had pointed out in the case of *PP v Ong Ker*

Seng, it is in the bankrupt's own interest that he personally and directly inform the proposed lender of his status at the point when he obtains credit and optimally, such matters should be properly documented.

Whether Van had disclosed his bankruptcy status to the hotel

27 After considering the evidence of Van, it was clear to me that he had not established that he had informed the hotel about his status as an undischarged bankrupt.

28 Van claimed that he had a long-standing relationship and was familiar with the hotel management, as he had stayed at the hotel on numerous occasions. This did not, however, mean that he had disclosed his bankruptcy status to the hotel management. I noted that the hotel had a policy of allowing guests a credit limit of up to $500 only. If this amount was exceeded, the guest would be contacted and asked to settle the payments. Had the hotel known that he was an undischarged bankrupt, I found it most unlikely and contrary to common sense that it would have allowed Van's arrears in total hotel charges to accumulate continuously over a period of one year and four months, notwithstanding his long-standing relationship with it.

29 Van also claimed that he was removed from the Booze Members' Club as a result of his adjudication as a bankrupt in the early 1990s. This was, nevertheless, a bare assertion. Furthermore, as pointed out by the prosecution, the actual relationship between the club and the hotel was unknown. There was no indication that the club was, in fact, a part of the hotel. Van had merely said that "the hotel had a small group of people coming to drink at the garden lounge". In the circumstances, the court could not determine that there was an association between the club and the hotel, and *a fortiori,* that the hotel had actual knowledge of his bankruptcy status through the club.

30 Van further claimed that there was a newspaper article on him, which mentioned clearly that he was a bankrupt. However, he was registered at the hotel as "Simon Van" and it was not known whether the newspaper article had referred to him by this name or whether the hotel knew that "Simon Van" and "R Sekhar s/o RG Van" were one and the same. In the premises, the court would not draw any inference that the hotel knew of Van's bankruptcy status. In any event, s 141(1)(a) of the Act requires the undischarged bankrupt to *inform* the proposed lender of his status and he cannot escape from this obligation simply by *presuming* that the latter must have known of his status through some other means, such as a newspaper article.

31 In the circumstances, not only did I find that Van had not informed the hotel about his bankruptcy status, I found his conduct, on the whole, reprehensible, bordering on cheating. Based on his long-term relationship with the hotel, he was able to obtain an extension of his stay and had eventually stayed at the hotel for a period of over one year and four months, despite continuous accumulation of arrears in hotel charges. He was ultimately locked out of his hotel room on 9 November 1998. At the trial, he claimed that the hotel, in so doing, had seized his property left in the hotel room, which was worth "thousands of dollars". Nevertheless, at that time when he was locked out of his hotel room, he did not report the matter to the police or make any effort to recover his property or negotiate with the hotel to pay the arrears in instalments or for a longer grace period to settle his payments. It would seem that he had simply left the hotel. As such, I disbelieved his claim that he had left behind property, which was worth "thousands of dollars" and found that his actions indicated that he had no intention whatsoever of making any payments to settle the debt owing to the hotel for accommodation and other services.

32 Moreover, when the hotel obtained a judgment in default of appearance against him for the sum

of $23,874.94, he did not attempt to set aside the judgment and instead, waited until the trial to vehemently insist that the amount which he owed the hotel was only about $7,000. If this was indeed true, one would have expected him to apply to set aside the judgment and put it on record with the hotel that he would be settling the debt owed. However, he was content to leave the matter as it was. When pressed by the prosecuting officer as to why he had not set aside the judgment, he gave the unbelievable answer that the Official Assignee had advised him "never mind" and that it was easier to negotiate and settle the matter instead. In the course of the trial, he had further attempted to cast aspersions on the office of the Official Assignee, claiming that over the years since his adjudication as a bankrupt, he had seen many different officers regarding his matters and that his file was "spun around".

Whether Van obtained credit to the extent of $500 or more on 11 occasions

33 It will be recalled that Van faced a total of 11 charges, which were based *entirely* on the monthly summaries of invoices tendered by the prosecution through Michael. The charges brought against Van were for those months for which he had incurred debts of $500 or more, *according to* the summaries of invoices. The accuracy and authenticity of the summaries of invoices were of *crucial importance*, since whether or not there was an offence committed depended on whether the summaries of invoices reflected a debit balance of $500 or more for any particular month.

34 Van had challenged the summaries of invoices on the grounds of hearsay and unreliability. There was no doubt that the summaries of invoices were tendered to prove the facts stated therein without more. Accordingly, section 35 of the Evidence Act became applicable to determine whether the summaries of invoices should, nevertheless, be admissible despite being hearsay evidence. The section provides for the admissibility of computer output as evidence of the facts stated therein if it is relevant or otherwise admissible according to the other provisions of the Evidence Act or any other written law *and* if it satisfies one of three conditions listed under subsection (1); that the computer output is : -

> (a) expressly agreed between the parties to the proceedings at any time that neither its authenticity nor the accuracy of its contents are disputed;
>
> (b) produced in an approved process; or
>
> (c) shown by the party tendering such output that –
>
> > (i) there is no reasonable ground for believing that the output is inaccurate because of improper use of the computer and that no reason exists to doubt or suspect the truth or reliability of the output; and
> >
> > (ii) there is reasonable ground to believe that at all material times the computer was operating properly, or if not, that in any respect in which it was not operating properly or out of operation, the accuracy of the output was not affected by such circumstances.

35 Michael, through whom the summaries of invoices were tendered, was unable to explain how the amounts in the summaries of invoices were derived. He claimed that Van was a long-term guest and enjoyed corporate rates. He also claimed that Van was given better rates and that "they did not go up but went down". However, he was unable to answer defence counsel when asked for an explanation for the fluctuations in room rates for September 1997, February and April 1998. He even admitted that "it may be a possible typographical error". It was patently clear that he was not the one who prepared the summaries of invoices. He alluded that all financial statements were prepared

by the accounts department and were within the purview of the financial controller, Mr KK Tay. During cross-examination, it transpired that the summaries of invoices were created by extracting figures from guest invoices, the originals of which were not tendered in court, for the purposes of commencing civil litigation against Van. To compound the unreliability of the summaries of invoices, by Michael's own admission, he had met with Van in October 1998 over some *irregularities* in the guest invoices for the period from April 1998 to September 1998, caused by computer glitches. No evidence was led to show that the accuracy of the summaries of invoices had not been affected by the computer glitches. In the circumstances, there was compelling reason to doubt or suspect the truth or reliability of the summaries of invoices. Since s 35 of the Evidence Act was not satisfied, the summaries of invoices were therefore inadmissible. Without the summaries of invoices, there was nothing to show that Van had obtained credit of $500 or more on *11 occasions*, forming the basis of the *11 charges* against him.

36 Notwithstanding this, the record of evidence revealed that Van had admitted to owing the hotel about $7,000. In fact, he had stated categorically *no less than three times* during his testimony in court that the amount owing to the hotel was around $7,000 only and not $23,874.94 alleged to be owed. In *Er Joo Nguang v PP* [2000] 2 SLR 645, I stated that the High Court, sitting in its appellate capacity, is empowered through a combination of case law and statute, to amend a charge and that such a power to amend the charge will be exercised in appropriate cases where the record of facts and the record of evidence support the amended charge, and where such amendment does not affect the substance of the evidence given in the lower court. In exercising such a power, the court must ensure that no prejudice is caused to the accused.

37 In my judgment, this was indeed a proper case for amending the original 11 charges to a single charge under the same provision. From the record of facts and the record of evidence, Van had evidently owed the hotel debts in the sum of around $7,000 during his entire stay at the hotel. The records hence supported the single charge which I amended to read as follows : -

> You, R Shekhar s/o RG Van…..are charged that you, having been first adjudged a bankrupt on 16th February 1990 did, between the period of **4th July 1997 and 9th November 1998**, obtain credit from Peninsula Hotel, to wit, by taking up accommodation of the said hotel for the aforesaid period and consequently incurring a sum of **about S$7,000** without disclosing to the latter that you were an undischarged bankrupt and you have thereby committed an offence under Section 141(1)(a) of the Bankruptcy Act (Chapter 20) and punishable under Section 146 of the same Act.

38 Such an amendment did not affect the substance of the charge against Van, which was that he had obtained credit from the hotel to the extent of $500 or more without informing the hotel about his bankruptcy status. There was no dispute at the trial that a sum in excess of $500 was owed to the hotel. Van's defence was that he had made known his bankruptcy status to the hotel. Such a defence, if indeed believed, would have been a complete answer to the amended charge inasmuch as it would have been to the 11 original charges. In the premises, I was satisfied that no prejudice had been caused to Van by such an amendment.

39 For all the reasons which I have given above, I found Van guilty of the amended charge and accordingly I convicted him of it.

Sentence

40 In mitigation, counsel for Van submitted that he has to look after his 81-year old mother, who

was recently discharged from hospital after suffering from heart problems. In addition, he has to support his niece who will be taking her 'A'-level examinations. Counsel also submitted that Van has been gainfully employed for two years now and has been paying taxes on his earnings and working hard towards obtaining a discharge from his bankruptcy.

41 In *PP v Ong Ker Seng,* I stated that I agreed with the view expressed in *R v Schefelaar* [1939] SSLR 221 that in offences of obtaining credit without disclosure, the accused is more appropriately punished with imprisonment than with a fine. In such cases, a sentence in the form of a fine is generally ineffective as the bankrupt is unlikely to have sufficient funds to pay the fine, which would result in someone else (usually family members) having to pay the fine on behalf of the bankrupt. As such, I was minded to impose a custodial sentence in this instance.

42 Hardship on the family as a result of imprisonment is generally not a good mitigating factor : *Lai Oei Mui Jenny @ Tan Siew Hong v PP* [1993] 3 SLR 305. As for the fact that Van had been gainfully employed for the past two years and working hard towards obtaining a discharge from his bankruptcy, I was of the view that this was what he ought to have been doing in any event. In my opinion, not only does a bankrupt have a personal interest to obtain a discharge from his bankruptcy, he also has a social responsibility to do so. As such, I did not view this as much of a mitigating factor.

43 In passing the sentence, I noted that Van's actions smacked thoroughly of dishonesty. He took advantage of his long-term relationship with the hotel to extend his stay for months on end, and consequently incurred greater credit than he would have been allowed to. In addition, when he was locked out of his hotel room, there was no attempt by him whatsoever to negotiate with the hotel to pay for the arrears in instalments or for a longer period to make the payments. To my mind, it did not seem as if he had any intention at all to settle the arrears which he owed, when he left the hotel. I also took into account the conduct of Van's defence. During the course of the trial, he made many allegations against Michael to attack his credibility, which the trial judge found to be wholly unmeritorious. Moreover, he even took the opportunity to cast aspersions on the office of the Official Assignee. Taking all the relevant factors into consideration, I sentenced him to one year's imprisonment.

Appeal allowed.