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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CRL.M.C. 2892/2010

G D FOOD MGF.INDIA P.LTD. & ORS. Petitioner
Through: Mr. O.P. Khadaria, Advocate

versus

GOLDEN VELVET & FURNISHING P.LTD. Respondent
Through

CORAM:
JUSTICE SHIV NARAYAN DHINGRA

% **ORDER**
08.09.2010

This petition under Section 482 Cr. P.C. has been preferred by the petitioners for quashing the order dated 30th July, 2008 passed by the Court of Metropolitan Magistrate in CC No.2203/1 under Section 138 of Negotiable Instruments Act on the ground that the agreement entered into between the petitioners and the respondent was terminated by notice dated 4th October 2007 bringing the tenancy to an end with effect from 1st December 2007. However, the post dated cheques issued by the petitioner were still put by the respondent in the bank despite termination of tenancy and despite notice for taking over the possession and the case before the learned MM has been filed in respect of dishonoured cheques.

The facts stated by the petitioners are in the nature of defence. This Court in its judgment announced on 28th July, 2010 titled as "*Rajesh Agarwal v State & Another Crl.M.C. 1996 of 2010*", had made it clear that the respondent on the date of appearance while accepting notice under Section 251 Cr.P.C can give his

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defence in writing and the Magistrate is obliged to decide whether the defence was tenable or not and the complaint can continue or not.

In view of the decision in *Rajesh Agarwal's case (supra)* this petition is not maintainable and is hereby dismissed as such.


SHIV NARAYAN DHINGRA, J

SEPTEMBER 08, 2010
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