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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
CNR No. DLHC010251112026
+ **CRL.M.C. 4334/2026 & CRL.M.A. 17459/2026, CRL.M.A. 17460/2026, CRL.M.A. 17461/2026**

VIVEK MANI TRIPATHI

.....Petitioner

Through: Mr. Nikhil Kr. Verma, Mr. Vivek Bhati, Mr. Kapil Sharma, Ms. Kamna Singh and Ms. Mahak Agarwal, Advs.

versus

IKRAM MALIK

.....Respondent

Through: None.

CORAM:
HON'BLE MS. JUSTICE MADHU JAIN

ORDER
25.08.2026

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1. This hearing has been done through hybrid mode.
2. The present petition has been filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter referred to as 'BNSS'), assailing the order dated 17.01.2026 passed by the learned Additional Sessions Judge-02, E-Court, Shahdara, Karkardooma Courts, Delhi, in ***Crl. (R) No.39/2025*** titled ***Vivek Mani Tripathi v. Ikram Malik***, whereby the revision petition challenging the summoning order dated 24.04.2024 was dismissed. The petitioner also seeks quashing of the said summoning order passed by the learned Metropolitan Magistrate (NI Act), Digital Court, Shahdara, Karkardooma Courts, Delhi, in ***CC NI Act No.36/2024*** titled ***Ikram Malik v. Sparrow Nation Enterprises & Anr.***, and the consequential proceedings arising therefrom.



BRIEF FACTUAL MATRIX

3. The respondent filed a complaint under Section 138 of the Negotiable Instruments Act, 1881 (hereinafter referred to as '*NI Act*'), against M/s Sparrow Nation Enterprises and the petitioner. The complaint alleges that the petitioner represented himself as a Director of the concern and induced the respondent to invest Rs.1,00,000/- on 11.05.2023 and Rs.2,00,000/- on 16.05.2023.
4. It is further alleged that the petitioner repaid Rs.58,000/-, comprising Rs.18,000/- through bank transfer and Rs.40,000/- in cash, and issued ***cheque bearing no.000603*** dated 30.08.2023 for the balance amount of Rs.2,42,000/-, drawn on the firm's ICICI Bank account at Gomti Nagar, Lucknow.
5. Upon repeated presentation, the cheque was returned unpaid with the remarks "*Drawer's signature incomplete/illegible/differs/required*". A statutory demand notice dated 24.11.2023 was statedly served upon the petitioner on 28.11.2023. Upon non-payment, ***CC NI Act No.36/2024*** was instituted against the firm and the petitioner.
6. *Vide* order dated 24.04.2024, the learned Trial Court, upon considering the complaint, pre-summoning evidence and the documents on record, found sufficient grounds to proceed and issued summons.
7. The petitioner challenged the summoning order in ***Crl. (R) No.39/2025***, instituted on 27.02.2025, asserting that he was neither a partner of the firm nor an authorised signatory and had neither drawn nor signed the cheque. He relied upon the partnership deed dated 16.06.2022 and the ICICI Bank certificate dated 17.03.2025.
8. The respondent opposed the revision, maintaining the petitioner's role in inducing the investment and making part-payment. *Vide* impugned order



dated 17.01.2026, the learned Additional Sessions Judge dismissed the revision, holding that the complaint contained specific allegations and that the defence required examination at trial.

9. Aggrieved by the aforesaid, the petitioner has filed the present petition.

SUBMISSIONS ON BEHALF OF THE PETITIONER

10. Learned counsel for the petitioner submits that the petitioner is neither a partner nor an employee of M/s Sparrow Nation Enterprises and was not in charge of, or responsible for, the conduct of its business. Reliance is placed upon the partnership deed dated 16.06.2022, which records Varun Prakash Srivastava and Manish Jaiswal as the partners of the firm.

11. It is submitted that, although the respondent claims to have invested Rs.3,00,000/-, there is no material to show that any part of the said amount was received by the petitioner in his individual capacity. It is, therefore, urged that no legally enforceable debt or liability is shown to exist against him personally.

12. Learned counsel submits that, apart from the respondent's assertion in the complaint, no material has been placed on record to show that the cheque was issued or delivered by the petitioner. The cheque was drawn on the account of M/s Sparrow Nation Enterprises and is stated to have been neither drawn nor signed by the petitioner. The ICICI Bank certificate dated 17.03.2025 identifies Varun Prakash Srivastava and Manish Jaiswal as the authorised signatories to the account.

13. It is further submitted that the essential ingredients of the offences alleged are not made out against the petitioner and that continuation of the proceedings against him would amount to an abuse of the process of law.

ANALYSIS AND FINDINGS



14. Heard the learned counsel for the petitioner and perused the material placed on record.

15. The jurisdiction under Section 528 of the BNSS is extraordinary and is to be exercised with circumspection. At the stage of summoning, the Court is required to ascertain whether sufficient grounds exist for proceeding. It is not required to undertake a mini-trial or determine the evidentiary value of rival material. The Supreme Court in ***Neeharika Infrastructure (P) Ltd. v. State of Maharashtra, (2021) 19 SCC 401***, has reiterated that disputed questions of fact are not to be adjudicated while exercising inherent jurisdiction.

16. The submission of the petitioner that he was neither a partner nor an employee does not have merit. Liability under Section 141 of the NI Act does not arise from designation alone. It depends upon the role attributed to the person concerned. In ***S.M.S. Pharmaceuticals Ltd. v. Neeta Bhalla, (2005) 8 SCC 89***, the Supreme Court held that the complaint must contain the necessary factual foundation showing that such person was in charge of, and responsible for, the conduct of the business at the relevant time. Here, the complaint attributes to the petitioner the acts of approaching the respondent, inducing the investment, making part-payment and issuing the cheque. Thus, his plea regarding the absence of a formal designation raises a defence to be tested at trial and does not warrant quashing at the threshold.

17. The submission that no part of Rs.3,00,000/- was received by the petitioner in his individual capacity also does not merit acceptance. The complaint alleges that the investment was made for the business of the firm at his inducement and that he thereafter dealt with its repayment. Whether the amount was received, the capacity in which he acted and whether an enforceable liability existed are matters of evidence. Personal receipt of the



amount by the petitioner is not, by itself, determinative of liability alleged under Sections 138 and 141 of the NI Act.

18. The submission that the petitioner neither issued nor delivered the cheque and was not an authorised signatory also concerns disputed facts. The bank certificate dated 17.03.2025 may support the plea that he was not a signatory to the account, however, it does not, at this stage, conclusively displace the specific assertion in the complaint that the cheque was issued by him in discharge of the alleged liability. The evidentiary value of the certificate and the circumstances in which the cheque came into the respondent's possession must be examined at trial.

19. Consequently, the submission that the essential ingredients of the offences are not made out and that continuation of the proceedings would amount to an abuse of process cannot be accepted. Each defence urged by the petitioner requires an adjudication upon evidence. No patent illegality or perversity is shown in the decision to permit the complaint to proceed to trial.

20. Accordingly, this court finds no ground to exercise its inherent jurisdiction. Therefore, the present petition is dismissed.

21. Pending application(s), if any, also stand(s) disposed of.

22. Nothing hereinabove shall be construed as an expression on the merits of the case.

23. A copy of this order be sent to the learned Trial Court for necessary information and compliance.

24. The order be uploaded on the website *forthwith*.

MADHU JAIN, J

AUGUST 25, 2026/PG