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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

CNR No. DLHC010277602023

+ **CRL.M.C. 5024/2023 & CRL.M.A. 19085/2023**

NARINDER SINGH

.....Petitioner

Through: Mr. Dhruv Sehgal, Adv. (*through VC*)
(Mb: 7988792926)

versus

JIGYAASA & ANR.

.....Respondent

Through: None.

CORAM:

HON'BLE MS. JUSTICE MADHU JAIN

ORDER

% **19.08.2026**

1. This hearing has been done through hybrid mode.
2. The present petition has been filed under Section 482 of the Code of Criminal Procedure, 1973, (hereinafter referred to as 'Cr.P.C.') by the petitioner seeking quashing of Criminal Complaint bearing CC No. 3102/2020, titled "*Jigyaasa & Anr. v. Parmod Kumar Kakran & Ors.*", pending before the learned Metropolitan Magistrate, Rohini Courts, Delhi, arising out of an offence under Section 138 of the Negotiable Instruments Act, 1881 (hereinafter referred to as 'NI Act'), along with the proceedings emanating therefrom. The petitioner also assails the order dated 01.12.2021, whereby the learned Trial Court issued summons against the accused persons.
3. Briefly stated, the complainants are stated to be engaged in the business of electrical and home appliances. It is their case that Accused Nos. 1 and 2 approached them in the last week of April 2020 with a proposal for the sale



of N95 face masks, Accused No.2 representing himself as an agent of United Bizz Corp, of which the petitioner is stated to be the proprietor. Acting on this representation, the complainants are stated to have advanced a sum of Rs. 8,05,800/- in the first week of May 2020. On 02.05.2020, an invoice bearing No. 202047, drawn on the letterhead of United Bizz Corp and bearing its seal along with the name and purported signature of the petitioner, was generated acknowledging receipt of an advance of Rs. 2,05,800/-. It is alleged that the goods were never delivered and the accused persons refunded Rs. 2,00,000/- on 08.05.2020 and a further Rs. 2,00,000/- on 31.05.2020, leaving a balance of Rs. 4,05,800/-, against which Accused No.1 issued a cheque no. 902197 dated 28.05.2020 for Rs. 4,00,000/-, drawn on his account with State Bank of India, Rohtak. On presentation, the cheque was returned unpaid on 17.07.2020 with the endorsement '*kindly contact drawer/drawee bank and please present again*'. A legal notice dated 13.08.2020 was issued to all the accused persons, and upon non-payment, the present complaint came to be filed.

4. The learned Trial Court thereafter summoned the accused persons vide order dated 01.12.2021, which order and the subsequent proceedings have been assailed by the present petitioner, who is Accused No.3 in the complaint.

5. Vide order dated 24.07.2023, notice was issued in the present petition and stay of proceedings in CC No. 3102/2023 was granted *qua* the petitioner. Despite service of notice, none has appeared on behalf of the respondents. Accordingly, the present petition is being considered and adjudicated on its own merits.

6. Learned counsel for the petitioner, appearing through VC, submits that the present petition seeks quashing of the complaint and the proceedings



arising therefrom. It is submitted that despite service of notice upon the respondent on two occasions, none appears on behalf of the respondent.

7. Learned counsel for the petitioner, appearing through VC, submits that the petitioner is neither the drawer nor the signatory of the cheque in question, nor is he the account holder of the account upon which the cheque was drawn. It is submitted that the cheque was issued by co-accused Parmod Kumar Kakran from his individual account and the petitioner has no liability qua the said cheque. Reliance is placed upon ***Alka Khandu Avhad v. Amar Syamprasad Mishra & Anr., (2021) 4 SCC 675*** and ***Jugesh Sehgal v. Shamsher Singh Gogi, (2009) 14 SCC 683***.

8. Learned counsel further submits that the complaint does not disclose any commercial relationship between the petitioner and Accused No.1, nor does it attribute any specific role to the petitioner in the business dealings of Accused No.1. It is submitted that the petitioner is neither an employee nor a partner of Accused No.1 and that the provisions relating to vicarious liability under Section 141 of the NI Act have no application in the facts of the present case.

9. Learned counsel further submits that the complainants have improperly clubbed distinct transactions and have arrayed the petitioner and another person as accused, whereas the cheque in question was issued only by Accused No.1.

10. I have heard the learned counsel for the petitioner and perused the material on record.

11. At the outset, it would be apposite to briefly delineate the scope of jurisdiction of this Court under Section 482 of the Code of Criminal Procedure, 1973. The inherent jurisdiction of this Court is to be exercised



sparingly and with circumspection and is not intended to permit an accused to seek adjudication of disputed questions of fact or to have his defence tested at the threshold. The Hon'ble Apex Court in the case of ***Rathish Babu Unnikrishnan v. State (NCT of Delhi) : 2022 SCC OnLine SC 513*** had discussed the scope of interference by the High Court against the issuance of process under the NI Act as under:

“8. The issue to be answered here is whether summons and trial notice should have been quashed on the basis of factual defences. The corollary therefrom is what should be the responsibility of the quashing Court and whether it must weigh the evidence presented by the parties, at a pre-trial stage.

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16. The proposition of law as set out above makes it abundantly clear that the Court should be slow to grant the relief of quashing a complaint at a pre-trial stage, when the factual controversy is in the realm of possibility particularly because of the legal presumption, as in this matter. What is also of note is that the factual defence without having to adduce any evidence need to be of an unimpeachable quality, so as to altogether disprove the allegations made in the complaint.

17. The consequences of scuttling the criminal process at a pretrial stage can be grave and irreparable. Quashing proceedings at preliminary stages will result in finality without the parties having had an opportunity to adduce evidence and the consequence then is that the proper forum i.e.,



the trial Court is ousted from weighing the material evidence. If this is allowed, the accused may be given an un-merited advantage in the criminal process.”

12. In the present case, it is therefore necessary to examine the allegations made by the complainants specifically against the present petitioner/Accused No.3. The relevant averments contained in the complaint are reproduced hereinbelow verbatim:

“2. That the accused no. 2, along with accused no.1 had approached the complainants in or around the last week of April, 2020 with a proposal to engage in the business of selling N95 Face Masks in Delhi region. The accused No.2 had represented to the complainants that he is an agent of United Bizz Corp in which the Accused No.3, Mr. Narinder Singh is the proprietor and which is situated at A1/13, Neb Valley, IGNOU Road, Neb Sarai, New Delhi. The Accused persons had made many lofty promises, gave numerous positive assurances and, representations to complainants about this business venture in which the ,accused ,persons would provide, N95 Face Masks to the complainants and the complainants would then sell them in Delhi region. The accused persons assured to the complainants that due to prevalent Covid-19 situation in the country, the business of selling N95 Face Masks would be highly lucrative and profitable and that both the complainants and the accused persons would earn good amount of profit out of this business ”

The complaint further specifically alleges as under:

“4. That on 02.05.2020, the Accused No.3, Mr. Narender Singh generated the invoice for N95 Face Masks vide invoice No. 202047 dated 02.05.2020 inter alia mentioning the details of N95 face masks,



number of units and price for each unit. It is pertinent to state that the aforesaid Invoice was generated on the letter head of United Bizz Corp and it duly bears the seal of United Bizz Corp and also the name and signature of Accused No.3, Mr. Narinder Singh, the proprietor in United Bizz Corp. It is further pertinent to note that in the aforesaid Invoice the Accused No.3, Mr. Narender Singh has himself admitted that 50% advance payment i.e. Rs. 2,05,800/- by the accused persons on 02.05.2020 from the complainants and the remaining advance payment of Rs. 2,05,800/- is required to be made by the complainants on 08.05.2020 after the receipt of N95 Face Masks from the Accused persons.”

13. The aforesaid averments, when taken at their face value, cannot be said to disclose no role whatsoever of the present petitioner in the transaction forming the subject matter of the complaint.

14. The complaint does not rest the petitioner's implication on a bare assertion of joint or collective liability for the amount covered by the cheque. Instead, the complaint attributes to the petitioner a distinct role i.e. that Accused No.2 held himself out as an agent of United Bizz Corp, of which the petitioner is the proprietor and that the petitioner himself generated Invoice No. 202047 dated 02.05.2020 on the letterhead of United Bizz Corp, bearing its seal and his signature, in which the receipt of the first advance payment and the schedule for the balance payment are recorded. This invoice, annexed to the complaint, additionally carries a personal email address and mobile numbers attributed to the petitioner. Whether the invoice was in fact prepared, signed, and issued by the petitioner, or whether it was generated or misused by Accused No.2 without the petitioner's knowledge, is not a matter capable of being resolved on affidavits at this stage. It is a disputed question of fact



that goes to the heart of the petitioner's alleged role in the transaction and can only be tested through evidence before the Id. Trial Court.

15. Given the specific and particularised allegations against the petitioner concerning his purported personal role in generating the very document that memorialises the underlying transaction, this court is unable to hold that the petitioner's defence is of such unimpeachable and sterling quality as to demolish the complainant's case altogether.

16. Furthermore, the reliance placed by the petitioner on ***Alka Khandu Avhad v. Amar Syamprasad Mishra & Anr. (Supra)*** and ***Jugesh Sehgal v. Shamsher Singh Gogi (supra)*** is misplaced, as the said decisions arise from a distinct factual matrix and are not applicable to the facts of the present case.

17. For the reasons aforesaid, I find no merit in the present petition. The allegations against the petitioner, particularly those concerning Invoice No. 202047 and his purported role as proprietor of United Bizz Corp, raise triable issues of fact that are appropriately left for determination before the learned Trial Court upon a full appreciation of evidence, and do not warrant interference in the limited and sparingly exercised jurisdiction of this Court under Section 482 Cr.P.C.

18. The petition, along with the challenge to the summoning order dated 01.12.2021 and the order dismissing the petitioner's discharge application, is accordingly dismissed.

19. The interim stay granted vide order dated 24.07.2023 stands vacated.

20. It is clarified that the observations made herein are confined to the disposal of the present petition and shall not be construed as an expression of opinion on the merits of the case. The learned Trial Court shall proceed uninfluenced by anything stated hereinabove.



21. Pending application(s), if any, stand(s) disposed of.
22. A copy of this order be transmitted to the learned Trial Court for necessary information and compliance.
23. The order be uploaded on the website forthwith.

MADHU JAIN, J

AUGUST 19, 2026/sd