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

CNR No. DLHC010409432026

+ **CRL.M.C. 6437/2026**

MOHD. KAMRAN

.....Petitioner

Through: Mr. Ankit Gupta & Mr. Surender
Gupta, Advs.

versus

KRISHAN KUMAR

.....Respondent

Through: Mr. G.D. Sharma, Adv. (through VC)

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CNR No. DLHC010409442026

+ **CRL.M.C. 6438/2026 & CRL.M.A. 26893/2026, CRL.M.A.
26894/2026**

MOHD. KAMRAN

.....Petitioner

Through: Mr. Ankit Gupta & Mr. Surender
Gupta, Advs.

versus

KRISHAN KUMAR

.....Respondent

Through: Mr. G.D. Sharma, Adv. (through VC)

CORAM:

HON'BLE MS. JUSTICE MADHU JAIN

ORDER

% **01.09.2026**

1. This hearing has been done through hybrid mode.

CRL.M.A. 26892/2026

2. Allowed subject to all just exceptions. The application stands disposed
of.

CRL.M.C. 6437/2026 & CRL.M.A. 26891/2026

3. The present petitions under Section 528 of the Bharatiya Nagarik



Suraksha Sanhita, 2023 (hereinafter referred to as ‘BNSS’) have been filed by the same petitioner, inter alia, seeking quashing of **Complaint Case Nos. CC NI Act/37262/2023** and **CC NI Act/37263/2023**, respectively, instituted by the respondent, along with the common order dated 09.09.2024 passed by the learned JMFC (NI Act)-01, South-West District, Dwarka Courts, New Delhi, whereby the petitioner was summoned for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881 (hereinafter referred to as ‘NI Act’). Both petitions arise out of the same transaction and are, accordingly, being decided by this common order.

FACTUAL BACKGROUND

4. Following are the particulars of the concerned complaint cases along with the details of the cheques that form the subject matter thereof:

<u>Complaint Case No.</u>	<u>Cheque No.</u>	<u>Date</u>	<u>Amount</u>	<u>Drawn on</u>
CC NI Act/37262/2023	000019	30.06.2023	5,00,000	Bank of Baroda, New Market Branch, Kolkata
	000021	30.07.2023	10,00,000	
	000020	10.08.2023	5,00,000	
CC NI Act/37263/2023	000023	15.07.2023	10,00,000	Bank of Baroda, New Market Branch, Kolkata
	000022	25.07.2023	10,00,000	

5. Briefly stated, under an Agreement to Sell dated 11.05.2022, the petitioner, described as the General Attorney of Panna Farms, stated to be a unit of JIMIT Investment Private Limited, agreed to sell agricultural land situated at Village Tajpur Khurd, New Delhi, to the respondent for Rs.12.32 crore. The agreement records payment of Rs.35 lakh as earnest money.

6. The sale deed was not executed. The petitioner attributes this failure to the respondent and claims that Rs.30 lakhs was paid to Panna Farms, Rs.5 lakhs to him and six blank signed cheques were handed over merely as



security. The respondent, however, alleges that the petitioner agreed to refund Rs.35 lakhs along with Rs.5 lakhs as compensation and issued five cheques aggregating to Rs.40 lakhs towards the said liability.

7. Upon presentation, ***cheque No.000023*** was returned unpaid *vide* return memo dated 11.09.2023, while the remaining four cheques were returned *vide* return memos dated 14.09.2023, with the remarks “*Funds Insufficient*”. The respondent thereafter issued a consolidated statutory demand notice dated 30.09.2023, dispatched on 07.10.2023, demanding payment of Rs.40 lakhs. The complaints record that the notice was served upon the petitioner at his Kolkata address on 11.10.2023 and that no payment was made within the prescribed period.

8. The respondent consequently instituted the aforesaid two complaints on 01.11.2023 under Section 138 of the NI Act separately covering three and two cheques, respectively.

9. *Vide* common order dated 09.09.2024, the learned Trial Court, upon considering the complaints, affidavit of evidence and the documents annexed thereto, found sufficient grounds to proceed against the petitioner and issued summons to him, returnable on 23.12.2024. Aggrieved thereby, the petitioner has preferred the present petitions.

SUBMISSIONS ADVANCED

10. Learned counsel appearing for the petitioner submits that each complaint out of the two concerned complaints is related to an aggregate amount of Rs.20 lakhs, that they arise from the same transaction and are founded upon a single statutory demand notice dated 30.09.2023. It is further submitted that the respondent raised a consolidated demand of Rs.40s lakh under the said notice but thereafter instituted two separate complaints in



respect of different sets of cheques.

11. According to the learned counsel for the petitioner, the notice does not contain a separate demand corresponding to the cheques forming the subject matter of each complaint. That the statutory requirement under Section 138 of the NI Act is, therefore, stated not to have been independently satisfied in either complaint.

12. Learned counsel for the petitioner further contends that the demand notice does not correctly particularise the cheque stated to have been dishonoured and the corresponding reason for its return. It is accordingly urged that the complaints and the common summoning order dated 09.09.2024 are liable to be quashed.

13. Per contra, learned counsel appearing for the respondent submits that the statutory notice cannot be termed defective as the notice separately enumerates all five cheques, together with their respective numbers, amounts and the drawee bank. That it further records that all the cheques were returned unpaid for the reason “*Funds Insufficient*”.

14. It is submitted that the notice concludes with a demand for Rs.40 lakhs, which is the aggregate value of all five dishonoured cheques. That such a consolidated demand is legally permissible and the institution of two complaints i.e. one concerning three cheques and the other concerning the other two cheques does not invalidate the statutory notice or the cause of action arising therefrom.

15. Learned counsel for the respondent further submits that any explanation or defence sought to be raised by the petitioner concerning the cheques would require evidence and must be considered by the learned Trial Court. It is further submitted that the trial has already reached the stage of



evidence, and the present petitions have been instituted only to interrupt the ongoing proceedings. On the basis of the aforesaid it is urged by the learned counsel for the respondent. that the present petitions be dismissed.

ANALYSIS AND FINDINGS

16. This Court has heard the learned counsels for the concerned parties and has perused the material placed on record. The principal question which arises for consideration of this court is whether a consolidated statutory demand notice, which identifies several dishonoured cheques and demands their aggregate value, becomes defective merely because separate complaints are thereafter instituted in respect of those concerned cheques.

17. Proviso (b) to Section 138 of the NI Act requires the payee or holder in due course to make a demand for payment of the ‘said amount of money’ by a notice in writing. In ***Suman Sethi v. Ajay K. Churiwal, (2000) 2 SCC 380***, the Supreme Court held that the notice must be read as a whole and that the expression ‘said amount’ refers to the cheque amount.

18. The position concerning a consolidated notice was considered in ***K.R. Indira v. G. Adinarayana, (2003) 8 SCC 300***. The Supreme Court held that, where a consolidated notice furnishes the information contemplated by the statutory provision and contains a specific demand for the sum covered by the dishonoured cheque, the mere fact that the notice is consolidated does not invalidate it. The notice in that case was found defective because the demand was for the loan amount and not for the amounts covered by the dishonoured cheques which is not the case in the present petitions.

19. Tested on the aforesaid principles, the notice dated 30.09.2023 cannot be regarded as vague or omnibus. It separately sets out all five cheque numbers, their respective amounts and the drawee bank, and records that all



five cheques were returned unpaid for the reason “Funds Insufficient”. The concluding demand of Rs.40 lakhs is the precise aggregate of the five cheque amounts specified in the notice. The petitioners’ contention that the demand notice does not correctly particularise the concerned cheques and their reason for dishonour is, therefore, contrary to the notice itself.

20. There is equally no statutory requirement that each cheque must be preceded by a separate notice or that one consolidated notice can result only in one complaint. In ***Vani Agro Enterprises v. State of Gujarat, (2021) 16 SCC 132***, decided on 05.09.2019, four dishonoured cheques were covered by one statutory notice and formed the subject matter of four separate complaints. The Supreme Court did not treat the common notice as fatal to the complaints and directed that all four cases be fixed on the same date. This course was subsequently noticed as appropriate in ***Expeditious Trial of Cases Under Section 138 of NI Act, 1881, In re, (2021) 16 SCC 116***

21. Further, in ***Sumit Bansal v. MGI Developers & Promoters, (2026) 6 SCC 366***, the Supreme Court held that each dishonoured cheque gives rise to a separate cause of action upon completion of the statutory requirements, and that cheques arising from the same transaction do not on that account alone merge into a single cause of action. In the present case, the two complaints concern distinct sets of cheques, with no cheque forming the subject matter of the other. While each complaint pertains to cheques aggregating to Rs.20 lakhs, their combined value of Rs.40 lakhs corresponds exactly with the amount demanded under the consolidated notice. The institution of separate complaints in respect of distinct cheques does not, therefore, render the complaints impermissible merely because they arise from the same underlying transaction.



22. It is settled that the inherent jurisdiction of this Court cannot be employed to undertake a detailed inquiry into contested factual defences in proceedings under Section 138 of the NI Act. In ***Rathish Babu Unnikrishnan v. State (NCT of Delhi)*, (2022) 20 SCC 661**, the Supreme Court cautioned that a complaint ought not to be prematurely extinguished at the pre-trial stage unless the defence rests upon material of unimpeachable quality which completely rules out the prosecution. Any defence concerning the nature of the cheques or the underlying liability must, therefore, be established before the learned Trial Court in accordance with law.

23. In view of the above, this Court finds no infirmity in the common summoning order dated 09.09.2024 warranting interference in exercise of this Courts' inherent jurisdiction under Section 528 of the BNSS.

24. The petitions being devoid of merit are accordingly, dismissed. Pending application(s), if any, also stand(s) disposed of.

25. Nothing herein shall be construed as an opinion upon the merits of the case.

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

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

MADHU JAIN, J

SEPTEMBER 1, 2026/PG