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

% *Order delivered on: July 08, 2015*

\+ **CRL.M.C. 705/2015 & Crl. M.A. No.2702/2015**

OMWAY BUILD ESTATE PRIVATE LIMITED & ANR ..... Petitioners
Through Mr. Meet Malhotra, Sr. Adv. with Mr.Ashish Aggarwal, Adv.

versus

RAVI SHARMA ..... Respondent
Through Mr.Jagdeep Sharma, Adv. with Mr.Misbah Bin Tariq, Adv.

\+ **CRL.M.C. 5731/2014, Crl. M.A. Nos.19563/2014 & 1699/2015**

NEELAM GOYAL ..... Petitioner
Through Mr. Meet Malhotra, Sr. Adv. with Mr.Ashish Aggarwal, Adv.

versus

RAVI SHARMA ..... Respondent
Through Mr.Jagdeep Sharma, Adv. with Mr.Misbah Bin Tariq, Adv.

\+ **CRL.M.C. 5746/2014 & Crl. M.A. No.19584/2014**

NEELAM GOYAL ..... Petitioner
Through Mr. Meet Malhotra, Sr. Adv. with Mr.Ashish Aggarwal, Adv.

versus

SATYENDRA JAIN ..... Respondent
Through Mr.Jagdeep Sharma, Adv. with Mr.Misbah Bin Tariq, Adv.

CORAM:
HON'BLE MR.JUSTICE MANMOHAN SINGH

MANMOHAN SINGH, J.

1. Two petitioners, namely, Omway Build Estate Pvt. Ltd. and Janak Goel have filed the first petition being Crl. M.C. No.705/2015 under Section 482 Cr.P.C for setting aside the order dated 10th February, 2015 passed by the Metropolitan Magistrate, Saket District Court Complex, New Delhi in Criminal Complaint No.870 of 2014 titled as 'Ravi Sharma Versus Omway Buildestate Private Limited and others'; for quashing of Criminal Complaint No.870 of 2014; and for stay of Criminal Complaint No.870 of 2014 till stay/ status quo orders are not vacated against the assets of the company. The impugned order was passed in the complaint filed by the complainant/respondent for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881. The relevant extract of the complaint is reproduced hereinabove:

> "2. That the Accused Nos.2 and 3 are the Directors of the Accused No.1 Company (the "Company"), which has its registered office at 3 - LSC, Shadra Chamber, K Block, Kalkaji, New Delhi -110019 and are the persons in charge and responsible for the Company's business and its day to day affairs. The Company is in the business of construction and building development.
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> 3. The present Complaint arises on account of the dishonour of two cheques for Rs. 7,50,00,000/- (Rupees Seven crores fifty lakhs only) and Rs.1,68,43,562/- (Rupees One crore sixty eight lakhs forty three thousand five hundred and sixty two only) issued by the Accused No.2 on behalf of the Company and Accused No.3 in favour of the Complainant.

Brief Facts leading to the present Complaint are as follows:

4. The Accused No.2 being known to complainant had approached the Complainant in the month of January 2010 for a loan of Rs.7,50,00,000/- (Rupees Seven crores fifty lakhs only) for a period from 20.01.2010 to 31.05.2010 which may be extended upto 30.09.2010 with interest thereon for the said period. Thereupon, the Company and the Complainant entered into an agreement dated 20.01.2010 ("Loan Agreement") a copy of which is exhibited hereto and marked as Annexure C-1. In terms of the Loan Agreement the Complainant loaned Rs.7,50,00,000/- (Rupees Seven crores fifty lakhs only) to the Accused Nos.1 to 3 by way of four (4) cheques bearing nos.553934, 553935, 553936 and 553937 all dated 18.01.2010, for a period from 20.01.2010 to 31.05.2010 which may be extended upto 30.09.2010, along with interest thereon. The said Cheques were duly encashed by the Company.

5. Under the Loan Agreement the Company agreed that the Company would issue post dated cheques as security for re-payment of the loan amount along with interest thereon, which would be presented for payment if the Company defaults in the re-payment of the loan amount and interest thereon. The details of the two cheques issued in favour of the Complainant by the Accused Nos. 1 to 3 under the Loan Agreement, are as follows:

(i) Cheque No.504082, dated 30.09.2010 drawn on Bank of Baroda, for an amount of Rs.7,50,00,000/- (Rupees Seven crores fifty lakhs only) towards payment of the principal amount. A copy of Cheque No.504082 dated 30.09.2010 is annexed hereto and marked as Annexure C-2.

(ii) Cheque No.504083, dated 30.09.2010 drawn on Bank of Baroda, for an amount of Rs.1,68,43,562/- (Rupees One crore sixty eight lakhs forty three thousand five hundred and sixty two only) towards payment of interest on the principal amount. A copy of Cheque No.504083, dated 30.09.2010 is annexed hereto and marked as Annexure C-3.

6. That the Accused No.2 despite making Accused Nos.1 to 3 defaulted in repayment of the total repayment of the total principal amount and the interest thereon, within the period i.e. by 31.05.2010 or the extended period i.e. by 30.09.2010 at the most, despite requests being made by the Complainant.

7. In view of the above, the two Cheques drawn by the Company in favour of the Complainant on an account maintained by the Company, with the Bank of Baroda, Lajpat Nagar Branch, towards re-payment of loan amount of Rs.7,50,00,000/- (Rupees Seven Crore Fifty lakhs only) and interest thereon for Rs.1,68,43,562/- (Rupees One crore sixty eight lakhs forty three thousand five hundred and sixty two only), were presented by the Complainant to the Bank of Baroda, Lajpat Nagar Branch on 15.10.2010, for encashment, being the holder of the two Cheques for valuable consideration. However, the two cheques were dishonoured with the remark "Funds Insufficient" by the Bank of Baroda, Lajpat Nagar Branch. In this respect the Bank of Baroda issued a Memo dated 15.10.2010 in respect of Cheque No.504082, which is annexed hereto and marked as Annexure C-4 and Memo dated 16.10.2010 in respect of Cheque No.504083 which is annexed hereto and marked as Annexure C-5.

8. In view of the dishonour of the two cheques in question on account of insufficient funds, the Complainant was compelled to issue two statutory legal notices to the Company and the Accused Nos.2 and 3. In respect of

Cheque No.504082 the Complainant through his advocates issued a statutory notice dated 26.10.2010 under section 138 of the Negotiable Instruments Act 1881, which is annexed hereto and marked as Annexure C-6. The proof of dispatch by Registered AD of the said statutory notice is annexed hereto and marked as Annexure C-7. In respect of Cheque No.504083 the Complainant through his advocates issued another statutory notice dated 26.10.2010 under section 138 of the NI Act, which is annexed hereto and marked as Annexure C-8. The proof of dispatch by Registered AD of the said statutory notice is annexed hereto and marked as Annexure C-9.

9. Thus the two cheques which were duly issued by the Company under the Loan Agreement were duly presented within the period of there validity and were deliberately dishonoured by the Accused Nos.1 to 3. Further to such dishonor the Complainant issued the two legal notices dated 26.10.2010, which were issued within the period of30 days of such dishonor of the two cheques and the said notices were duly received by the Accused Nos.1 to 3, as required under Section 138 of the Negotiable instruments Act, 1881. The Accused Nos.1 to 3 on receiving the said notices dated 26.10.2010 failed and avoided to make payment of the amounts due within 15 days of receipt of the legal notice. Thus, it is clear that all the ingredients of Section 138 of the Negotiable Instruments Act 1881 as amended up to date have been made out and the Accused Nos.1 to 3 deserves to be convicted for the offences under the same. The complaint is filed within the period contemplated by law."

2. The petitioner namely Ms. Neelam Goyal in Crl.MC No.5746/2014 filed the above referred two petitions for quashing of Criminal Complaint No.991/11 titled as 'Satyendra Jain vs. Omway Buildestate Private Limited and others' for the offences punishable

under Section 138 of the Negotiable Instruments Act, 1881, in the Court of Metropolitan Magistrate, Saket District Court Complex, New Delhi and for setting aside the order dated 13th December, 2010 passed in Criminal Complaint No.991/11 thereby summoning the petitioner as an accused on the basis of Complaint Case filed by the respondent/ complainant inter-alia alleging that the company in discharge of its liability issued cheques bearing Nos.504080 and 504081 for Rs.4,35,00,000 and Rs.97,69,266/- both dated 30th September, 2010 drawn on Bank of Baroda, Lajpat Nagar, New Delhi; Janak Goyal and Neelam Goyal (husband and wife) are persons in charge of and responsible for the company for the conduct of its business and the accused persons failed to make the payment of the same inspite of notice of demand dated 26th October, 2010 having been issued to them.

3. In the third petition being Crl.MC No.5731/2014 which is also filed by Ms.Neelam Goyal for quashing of Criminal Complaint No.992/ 11 titled as 'Ravi Sharma Versus Omway Buildestate, Private Limited and others' for the offences punishable under Section 138 of the Negotiable Instruments Act, 1881, pending in the Court of Metropolitan Magistrate, Saket District Court Complex, New Delhi and for setting aside the order dated 13th December, 2010 passed in Criminal Complaint No.992/11 thereby summoning the petitioner as an accused for offence on the basis of a Complaint Case being No.992/ 11 filed by the complainant inter-alia alleging that the accused No.1 company in discharge of its liability issued cheques bearing Nos.504082 and 504083 for Rs.7,50,00,000 and

Rs.1,68,43562 both dated 30th September, 2010 drawn on Bank of Baroda, Lajpat Nagar, New Delhi; Janak Goyal and Neelam Goyal (husband and wife) are persons in charge of and responsible for the company for the conduct of its business and the accused persons failed to make the payment of the same inspite of notice of demand dated 26th October, 2010 having been issued to them.

The complainant/respondent herein has alleged that Mrs. Neelam Goyal is in charge and responsible for the business of accused No.1 company and its day to day business by invoking the provisions of Section 141 of the Negotiable Instruments Act, 1881. The relevant paragraphs of the complaint are reproduced herein below:

> "2. The Accused Nos.2 and 3 are the Directors of the Accused No.1 Company (the "Company"), which has its registered office at 3 - LSC, Shahdara Chamber, K Block, Kalkaji, New Delhi -110019 and are the persons in charge and responsible for the Company's business and its day to day affairs. The Company is in the business of construction and building development"

4. Common case of the petitioners is that the cheques in question are drawn by petitioner No.1 company and are not the personal liability of the Mr. Janak Goyal and Mrs. Neelam Goyal. The petitioner No.1 company had started a project at Alwar Rajasthan under the name and style of 'Park City Alwar'. It is stated that it is a big project and at present the worth of the said project would be more than Rs.150 Crores, with no major liabilities except the claims of the respondent. After the launch of the project the company have been

facing manifold litigation against the said project. The same is pending at many forms. The company has over Rs.100 Crore of unsold assets in the form of lands which are stock-in-trade. The said project 'Park City Alwar' of the petitioner No.1 is fully developed. It is further stated that the petitioner No.1 is an ongoing concern which is developing one of the biggest real estate project in city of Alwar Rajasthan. There are bookings made by the public and some installments were also taken which were utilized in further development of the said project. The large amount of money is yet to come in installments of already sold plots, however, due to operation of orders of status quo, the company has not been able to register the plots in the name of individual buyers or take further installments. At this juncture the major contribution in the said project is that of the Janak Goyal alone; husband of Neelam Goyal who has not been any outside source of funding/ loan in respect of the said project.

5. Apart from that there has not been any major asset of the petitioner No.1 company. It is submitted that apart from the said project there are certain properties which are near and around the said project.

6. The fact remains that prior to the date of the cheque i.e. 30th September, 2010 till date, there has been stay/status quo orders by the Courts *inter-alia* restraining the petitioner No.1 company to sell its assets. As there has been stay by the Courts against the sale of the assets of the company, the dishonouring of the cheque by the bank is for the reasons beyond the control of the petitioners.

7. During the pendency of the proceedings before the trial court, the petitioner No.1 has paid an amount of Rs.4,00,00,000 (approximately) to the complainant/respondent and an arrangement/ agreement was also entered into between the parties which has also been recorded in the order dated 17th October, 2014 passed in Company Petition No.277 of 2011 titled as 'Ravi Sharma Versus Omway Buildestate Private Limited'. As by order dated 7th November, 2014 the Supreme Court was pleased to pass orders for maintaining status quo (which is continuing till date) with respect to the said project of the accused No.1 company, the said agreement/arrangement could not reach a logical conclusion. During his cross examination on 10th February, 2015, the respondent had admitted that the petitioner No.1 has paid a sum of Rs.4,00,000,000 to the respondent.

8. The trial court failed to appreciate the law as laid down by the Supreme Court in the case of ***Kusum Ingots & Alloys Ltd. vs. Pennar Peterson Securities Ltd & Ors.***, AIR 2000 SC 954.

9. The trial court erred in observing, holding and coming to the conclusion that it is not the case of the petitioner No.1 that the entire assets of the petitioner No. 1 company were overtaken and are not now in the powers of the directors to disburse the same. It is submitted that the fact remains that apart from the aforesaid properties i.e. the project at Alwar and the properties mortgaged with Shri Ravi Sharma and Shri Satyendra Jain there are no other properties with the petitioner No.1 and this fact is also admitted by the respondent himself in Execution Petition being No. 142 of 2013

titled as ‘Ravi Sharma Versus M/s Omway Buildestate Private Limited’.

10. It is stated that in the present case the petitioners have not committed the offence punishable under Section 138 of the Negotiable Instruments Act, 1881 as the dishonour of the cheques in question was beyond their control and was due to the stay orders passed by the Court as Mrs. Neelam Goyal is a housewife and is not looking after the affairs of the accused/petitioner No.1 company in any manner. Janak Goyal is the Managing Director of the petitioner No.1 company and is looking after the affairs of the company and at all relevant times it has been Shri Janak Goyal who dealt with the respondent. It is submitted that even the alleged agreement between the parties as well as the cheques in question have been allegedly signed by Shri Janak Goyal for and on behalf of petitioner No.1 company. She has been arraigned as an accused merely to harass the petitioner and in order to twist the arm of petitioner.

11. Counsel for the petitioners has referred the following decisions:-

i) The Supreme Court in the case of ***S.M.S. Pharmaceuticals vs. Neeta Bhalla*** 2005 (8) SCC 89 has held that it is necessary to specifically aver in a complaint under Section 141 that at the time the offence was committed, the person accused was in charge of, and responsible for the conduct of business of the company. This averment is an essential requirement of Section 141 and has to be made in a complaint. Without this averment being made in a complaint, the requirements of Section 141 cannot be said to be satisfied. It was further held that merely being a director of a company is not sufficient to make any person liable under Section 141 of the Act. A director in a company cannot be deemed to be in charge of and responsible to the company for conduct of its business. The requirement of Section 141 is that the person sought to be made liable should be in charge of and responsible for the conduct of the business of the company at the relevant time. This has to be averred as a fact as there is no deemed liability of a director in such cases.

ii) In the case of ***National Small Industries Corp. Ltd. v. Harmeet Singh Paintal and Anr.***, 2010(2) SCALE 372 as under :

> "24. ......But if the accused is not one of the persons who falls under the category of "persons who are responsible to the company for the conduct of the business of the company" then merely by stating that "he was in-charge of the business of the company" or by stating that "he was in-,charge of the day-to day management of the company" or by stating that "he was in charge of, and was responsible to the company for the conduct of the business of the company", he cannot be made vicariously liable under Section 141(1) of the Act. To put it clear that for making a person liable under Section 141(2), the mechanical repetition of the requirements under Section 141(1) will be of no assistance, but there should be necessary averments in the complaint as to how and in what manner the accused was guilty of consent and connivance or negligence and therefore, responsible under sub-section (2) of Section 141 of the Act."

12. Learned counsel for the petitioners submits that merely by stating that a director is person in charge of and responsible for the affairs of the company is not sufficient and it has to be shown as to

how and in what manner the director (who has been made as an accused) is responsible for the dishonour of the cheque.

13. Counsel for the respondents has referred many paras of the reply as well as pleadings with regard to earlier litigation as well as requisite document. From the same admitted case emerges that the petitioners entered into a loan agreement dated 20th January, 2010 with the complainant/respondent and took the amount of Rs.7,50,000,00/- from the respondent/complainant. Against the said loan, petitioners including Mrs. Neelam Goyal mortgaged their certain properties situated in the District Alwar, Rajasthan. In clause 6.1, the petitioners and Mrs. Neelam Goyal had undertaken that there is no suit pending in any Court of Law in respect of the property to be mortgaged nor the borrowers i.e. the petitioners and Ms. Neelam Goyal have been served with any notice for infringing the provisions of Municipal Act or any Act relating to the Local Bodies or Gram Panchayat or Local Authorities or within any other process under any of these Acts.

14. After taking the loan, the petitioner issued a post-dated cheque for the purpose of returning the loan. When the petitioner failed to repay the loan, the complainant checked the status of mortgage properties and found that there have been litigations with respect to the said properties.

15. It is the case of the respondent that it came to the notice of the complainant that the petitioners have played fraud upon the complainant from the very inception. Besides the complaint under

Section 138 of Negotiable Instrument Act, the complainant also filed a suit for recovery of his amount before this Court.

16. The said suit bearing CS (OS) No. 48 of 2011, was decreed by this Court vide judgement and decree dated 19th March, 2013. The said decree was for a sum of Rs.9,94,14,041/- with pendent-lite interest @ 9 % p.a and future interest @ 15 % p.a.

The Supreme Court upheld the said judgement and decree passed by this Court. It is submitted by the respondent that all the grounds taken by the petitioners in the present petition was taken by them in their leave to defend application which was dismissed by this Court.

17. It is alleged by the respondent that when the petitioners failed to repay the loan amount despite the decree against them, the complainant preferred an execution petition to execute the decree in his favour. During the execution proceedings the accused persons undertook to pay the decreetal amount if the Court permits them to sell a part of mortgaged land. The respondent/decree holder agreed to the said proposal of the accused persons/judgement debtors, however, despite taking several adjournments, the accused persons/judgement debtors did not honour their commitment. Subsequently, the judgement debtors in the execution proceedings took a stand that since the Supreme Court had passed stay orders on the entire assets of the judgement debtors, they were unable to sell the land and pay the decreetal amount of the complainant. The executing court directed the petitioner/judgement debtors to file the copy of the SLP preferred before the Supreme Court.

As the respondent is not a party before the Supreme Court, he was not aware of the facts of the case. When the petitioner/judgement debtors filed the copy of the SLP, it was discovered that there is no stay order with respect to the land mortgaged by the accused persons with the complainant.

18. It is stated by the respondent that besides the other proceedings, the respondent had also filed a petition under Section 434 of the Companies Act, 1956 for winding up of the petitioner No.1 company due to its failure to repay the debts of the respondent. During the proceedings of the said matter, the petitioner No.1 company took the grounds that no money was given by the respondent to it and the entries in its account are circular in nature.

Upon hearing the grounds taken by the petitioner No.1 company, the Company Court directed the Serious Fraud Investigation Organisation (SFIO) to investigate the matter so that the fraud, as alleged, by the petitioner's company, may be unearthed. The SFIO conducted the detailed investigation and submitted its report wherein it was concluded that the transactions between the petitioner No.1 Company and the respondent were genuine and there was no irregularity in that.

After the said report filed by the SFIO, the Company Court passed the order of citation, however, the said order of the citation was deferred due to the undertaking given by the petitioner No.1 company that it would repay the entire debt of the respondent. The petitioner, in the span of more than one year, has only paid a sum of

Rs. 4 crores to the respondent out of the total liability of over 13 crores.

19. The respondent had filed a complaint under Section 138 of Negotiable Instruments Act, 1881 against the petitioners and Mrs. Neelam Goyal in the year 2010. The matter involves the cheque amount of over Rs. 9 crores. The petitioners were summoned on 13th December, 2010. The notice under Section 251 Cr.P.C was framed upon them on 2nd May, 2011.

20. The respondent is being cross-examined on behalf of the petitioners from July, 2011. The petitioners while framing the notice had raised the defence that the cheques, in question, were given as security and to be presented for payment in case of failure on behalf of the accused persons to abide by the terms and conditions of the agreement executed between the parties.

21. Counsel appearing on behalf of the respondent has informed that it was never the defence of the accused persons that they were unable to make the payment of cheques, in question, due to several restraining orders of the various Courts. In the statement under Section 313 read with Section 281 Cr.P.C. recorded in the case titled as "Sh. Satyender Jain vs M/s Omway Buildestate Private Limited" (facts of which are similar to the present case), the petitioners have stated that there was no loan transaction between the complainant and the petitioners have denied the liability towards the complainant.

22. It is alleged by the respondent that before the trial court, an application was moved on behalf of the petitioners/accused persons under Section 309 Cr.P.C. for adjournment/stay of the proceedings.

In the said application, the petitioners have stated that since there has been stay by the Courts against the sale of the assets of the company, the dishonouring of the cheque, in question, by the Bank is for the reasons beyond the control of the petitioners. A prayer was made in the said application by the petitioners that the proceedings be adjourned/stayed till the stay orders/status-quo orders passed by the various courts are vacated. The said ground was neither the defence of the accused persons at the time of framing of notice under Section 251 Cr.P.C nor this defence was taken during the cross examination of the complainant.

Another prayer was made by the petitioners on behalf of Ms. Neelam Goyal that the complaint against her was not maintainable and the same was opposed by the respondent. The trial court after hearing the parties, dismissed the said application with the costs of Rs.10,000/-. The said order has also been challenged. The petitioners have extended their prayers before this Court and now seeking the quashing of the complaint case filed by the respondent. In prayer (a) of the petition, the petitioners are seeking to set aside the order passed by the trial court; while in prayer (b) the petitioners are seeking to quash the criminal complaint. Further in prayer (c), the petitioners are seeking to the set aside the summoning order passed by the trial court and in prayer (d) the petitioners are seeking to stay the proceedings pending before the trial court.

23. The case of the petitioners before this Court is that the Supreme Court has granted a stay on the entire estates of the petitioner company. The petitioners did not file the copy of the SLP

and the same was filed by the respondent. Counsel for the respondents has pointed out that on the comparison of the list of immoveable properties of the petitioner company (at page 118 of the paper book filed by the petitioner) with the properties mentioned in the prayer clause of the SLP (at page 73 of the paper book filed by the respondent), it transpired that the properties mortgaged by the petitioner company with the respondent and Sh. Satyender Jain are not the subject-matter of the SLP before the Supreme Court and those properties are saleable. This Court, in order to resolve the issue, was pleased to give its indulgence and directed the petitioners to sell the properties mortgaged with the respondent and Sh. Satyender Jain and to pay the amount. This Court had even proposed to appoint a Court Commissioner so that the properties could be sold in a time-bound manner and litigations between the parties should come to an end.

24. It is submitted by the respondent that there is a collusion between the petitioners and Sh. Rajesh Aggarwal and Sh. Praveen Mangla and in the collusive litigations, the order of restraints have been passed with the active connivance and collusion of the petitioner on the one hand and Sh. Rajesh Aggarwal and Praveen Mangla on the other hand in order to avoid the liabilities of the respondent and Sh. Satyender Jain. It is submitted that the order of the Supreme Court has come on record in the petition filed by Sh. Rajesh Aggarwal and when the respondent successfully demonstrated before this Court that the properties mortgaged to it and Sh. Satyender Jain are not the subject-matter of the petition

before the Supreme Court and the petitioners used another litigation filed by Sh. Praveen Mangla i.e. O.M.P No. 675/2013 and made the another Bench of this Court to put a stay on the properties mortgaged by the petitioners with the respondent and Sh. Satyender Jain.

25. When Crl.M.C. 5731/2014 was listed before Court on 23rd December, 2014, the interim order was passed to the effect that Mrs.Neelam Goyal was exempted for personal appearance before the trial court. The said interim order is continuing.

26. The matter is at the stage of cross-examination of respondent for the last about 4 years.

27. On behalf of Mrs.Neelam Goyal the plea has already been raised before the trial court that she was not the active participant or in charge of the business of the company and she was not involved in the day to day management of the company and thus not responsible for the conduct of the business.

28. It is settled law that the scope of interference in proceedings is very limited unless the impugned order is perverse and contrary to the law. In the present case as already mentioned that the respondent is being cross-examined on behalf of the petitioner since July 2011, there is hardly any progress in the matter. It is also pertinent to mention here that the amount which is the subject matter of the complaints is on the basis of the undertaking given by the petitioner company to repay the amount. Decree for the said amount has already been passed. This Court does not want to express any opinion on merit pertaining to the defence already raised by all the petitioners including Janak Goyal and Neelam Goyal who are

husband and wife and are the directors of the company. Whether she was the active participant in the day to day management of the company or she was responsible for the conduct of the business of the company or not, the said defence is to be considered by the trial court at the time of final hearing of the complaint after trial. Therefore, it is not a fit case where the same is to be decided in the present proceedings as no valid case is made out.

29. Thus, all the petitions are disposed of with the direction that the relevant plea raised by the petitioners shall be considered by the trial court at the final stage of the complaint on merit after trial. As far as appearance of Mrs.Neelam Goyal is concerned, the interim order passed on 23rd December, 2014 shall continue till the disposal of the complaint. The trial Court not to insist the personal appearance on all dates except on relevant dates where her presence is essential.

30. All pending applications are also disposed of.

31. No costs.

(MANMOHAN SINGH)
JUDGE

JULY 08, 2015