

IN THE HIGH COURT OF PUNJAB AND HARYANA

AT CHANDIGARH

CRM-A-470-MA-2016(O&M)

Date of decision: 04.04.2016

Manju

.....Applicant

versus

Chander Parkash

.....Respondent

CORAM: Hon'ble Mr.Justice Kuldip Singh

Present: Mr.Navratan Singh, Advocate for the applicant

- 1. Whether Reporters of Local Newspapers may be allowed to see the judgment ?*
- 2. To be referred to the Reporters or not ?*
- 3. Whether the judgment should be reported in the Digest?*

Kuldip Singh, J. (Oral)

This order will dispose of the application under Section 378(4) Cr.P.C. for grant of leave to appeal against the judgment dated 12.1.2016, passed by the learned Judicial Magistrate 1st Class, Karnal, vide which, the complaint filed by the applicant under Section 138 Negotiable Instruments Act, 1881 was dismissed and the accused was acquitted.

I have heard learned counsel for the applicant and have carefully gone through the file.

It comes out that the complainant claims that accused who belongs to Ludhiana, was advanced a friendly loan of Rs.3,50,000/- on 7.4.2012. In lieu of the said loan, the accused issued a cheque No.140807 dated 18.10.2012 for Rs.3,50,000/- drawn at Allahabad

Bank, Ludhiana.

The perusal of the findings of the lower Court shows that the lower Court has held that legally enforceable debt is not proved. The complainant belongs to Karnal. She claims that she is known to the accused as he is tenant of her sister's husband, namely, Vinod. It has also come on record that the dispute was going on between the accused and the landlord, namely, Vinod regarding the tenancy. It is strange that the accused will go all the way from Ludhiana to Karnal to get the loan in cash for which no receipt was obtained nor any other documentary proof of advancing of loan was obtained. Perusal of the agreement between Vinod and the accused (Annexure A3) shows that the present cheque No.140807 is mentioned in the said agreement to have been handed over to Vinod and to be returned by him to accused Chander Parkash as per the compromise. The said compromise is dated 17.1.2013. It is not the case of the complainant that she was not having good relations with her sister or brother-in-law who will deliberately mention the said cheque no. in the compromise.

Therefore, I agree with the view taken by the lower Court that the said cheque was given as a security to said Vinod and that the complainant is just a front man of said Vinod to file the complaint despite the agreement to return the said cheque. No ground to interfere. Hence, the present application for grant of leave to appeal is dismissed.

04.04.2016

gk

(Kuldip Singh)
Judge