

132 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM No. M-14391 of 2016
DECIDED ON: APRIL 28, 2016

SANJANA GUPTA AND ORS.

.....PETITIONERS

VERSUS

UTSAV BHASIN AND ORS

....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE JASPAL SINGH

1. Whether Reporters of local papers 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?

Present: Mr. P.S. Jammu, Advocate
for the petitioners.

JASPAL SINGH, J (ORAL)

By virtue of this petition preferred under Section 482 Cr.P.C., petitioners have sought the quashing of Criminal Complaint No. 311-II/519/15 dated July 03, 2015 (Anexure P-1) captioned as ***“Utsav Bhasin v. Jindal Infra Build Pvt. Ltd. And others”*** as well as summoning order dated July 24, 2015 (Annexure P-2) whereby, petitioners alongwith other co-accused have been summoned to face trial.

2. While assailing the impugned complaint as well summoning order, it has been argued by vehemence by learned counsel for the petitioner that the same are absolutely against the evidence available on record and settled cannons of law. Mis-appreciation of evidence has resulted into miscarriage of justice. In

fact, petitioner No.1 has resigned much prior to the date of issuance of alleged cheques. Moreover, petitioners are not the signatory to the cheques in question and as such, they cannot be made liable either vicariously or otherwise. Moreover, allegations made against the petitioners are vague and general, that too, without any specific details or the role allegedly played by them.

3. While referring to the Memorandum of Understanding-cum-Business Transfer Agreement dated September 24, 2012, it has been argued by learned counsel for the petitioner that after execution thereof, petitioners have left with no liability as they resigned from the Directorship and entire business and management was handed over to Hari Ram Gupta-respondent No.2. Thus, after the execution of said MOU petitioners ceased to be the Director of M/s Jindal Infra Build Private Limited (for short "company"). If there is any liability of cheques, the same is that of respondent No.2 under whose signatures the cheques in question have been issued. Petitioners have nothing to do with the matter in controversy. As such, the complaint as well as summoning order are absolutely against the law and deserve to be set aside/quashed.

3. This court has given a deep thought to the various submissions made by learned counsel for the petitioners and have scanned the complaint as well as summoning order but find the same to be of no legal weight.

4. No doubt, MOU-cum-Business Transfer Agreement was executed September 24, 2012 but the petitioners cannot be absolved from their liability because even, at present they are proved to be Directors of the Company. Moreover, the petitioners were to resign from the Board and hand over their resignation letters on receipt of 5th, 6th and 7th installments whereas, Arvind and Arun were to resign from the Board and hand over their resignation letters on

receipt of 8th installment, as per repayment schedule mentioned in MOU. Till date, the aforesaid installments have not been paid and there is non-compliance of terms and conditions. Petitioners are still Directors of the Company and they are equally liable for the Acts done by their Co-Director. There is no legal flaw in the impugned order passed by learned Magistrate whereby, petitioners alongwith others have been summoned to face trial under Section 138 of Negotiable Instruments Act.

5. In the light of what has been discussed above, this Court does not find any merit in the instant petition and as such the same is dismissed.

APRIL 28, 2016
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(JASPAL SINGH)
JUDGE