

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CRM No.M-26199 of 2016 (O&M)

Date of Decision: August 27, 2016

Ridhima Chauhan

...Petitioner

VERSUS

Puneet Kapoor

...Respondent

CORAM: HON'BLE MR. JUSTICE INDERJIT SINGH

Present: Mr.D.S.Sobti, Advocate
for the petitioner.

INDERJIT SINGH, J.

Petitioner Ridhima Chauhan has filed this petition under Section 482 Cr.P.C. against respondent Puneet Kapoor, for quashing of complaint No.2326/2016 dated 05.03.2016 titled as 'Puneet Kapoor vs. Ridhima Chauhan' under Section 138 of the Negotiable Instruments Act, summoning order dated 15.03.2016 and all subsequent proceedings arising therefrom.

From the record, I find that complainant Puneet Kapoor filed a complaint against accused Ridhima Chauhan, in which it is stated that accused has purchased the material in the shape of mats, nut bolts, rubber grips and iron goods from the complainant and the accused agreed to make the payment within short period. After stipulated period, the complainant demanded the outstanding amount but the accused postponed the matter on

complainant, the accused in order to discharge her legal liability, issued cheque at Ludhiana bearing No.001403 dated 27.01.2016 for ₹6,50,000/- drawn in Indian Bank, which on presentation for encashment, was returned back with the remarks 'Drawer Signature Differs', which means that accused was not having sufficient funds in her account, thus the accused intentionally put her wrong signatures on the said cheque. Legal notice was served upon the accused. When the amount was not paid, then the complaint was filed within time.

Learned counsel for the petitioner argued that in the present case, the petitioner has not purchased any material nor issued the cheque and there was no liability upon her and the bank has also returned the cheque with remarks 'Drawer Signature Differs'. Therefore, he argued that the complaint in question is liable to be quashed.

I have heard learned counsel for the petitioner and have gone through the record.

First of all, it is case of the complainant that accused herself has issued the cheque in question and she has purchased nut-bolts, rubber grips etc. and in lieu of discharging the liability, the cheque was issued. All these facts whether the cheque was issued by the accused or not or whether any articles were sold to the accused or the cheque in question was not in discharge of any liability, are the findings of fact, which are to be given by the trial Court on the basis of the evidence. At this stage, the Court is only to see the averments of the complaint and the preliminary evidence etc. on the basis of which, summoning order has been passed.

At this stage, from the record, I do not find that filing of the complaint in question amounts to miscarriage of justice or abuse of process

of law. Therefore, I do not find any ground to quash the complaint and summoning order.

Resultantly, finding no merit in the present petition, the same is dismissed.

August 27, 2016
Vgulati

(INDERJIT SINGH)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
No