

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM No.M-3617 of 2016(O&M)
Date of Decision: February 01, 2016

Purshottam Dass Singla

...Petitioner

VERSUS

Arjit Goyal and others

...Respondents

CORAM: HON'BLE MR. JUSTICE INDERJIT SINGH

Present: Mr.Abhishek Singla, Advocate
for the petitioner.

INDERJIT SINGH, J.

Petitioner has filed this petition under Section 482 Cr.P.C. for quashing of complaint No.1576/2014 dated 10.09.2014 under Section 138 of the Negotiable Instruments Act, 1881 read with Section 420 IPC and summoning order dated 18.10.2014 etc.

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

From the record, I find that a complaint has been filed by complainants by stating that accused have purchased coal from complainants worth ₹88,14,386/- and in discharge of their liability, issued cheque No.413815 dated 18.07.2014 for ₹10 lacs in favour of the complainants, which on presentation for encashment, was dishonoured. This amount of ₹10 lacs has been paid by the present

petitioner as mentioned in para No.9 of the complaint i.e. ₹2,45,000/- on 09.08.2014, ₹2,50,000/- on 22.08.2014, ₹2,50,000/- on 23.08.2014, ₹2,50,000/- on 03.09.2014 and ₹1,00,000/- on 06.09.2014.

In the complaint it is alleged that no payment has been made against the cheque in question by the accused intentionally and all the payments made by the accused are adjusted in the amount. As per the version of the complainant, the cheque in question was dated 18.07.2014. As per averments of the complaint, the cheque was returned on 19.07.2014 with the remarks 'exceeds arrangements'. Then legal notice was served on 02.08.2014 separately upon all the accused through Advocate, which means that payment should have been made after 15 days of serving of the notice. The payments of ₹2,45,000/- and other payments were made from 09.08.2014 to 06.09.2014 and these payments, in no way, can be held as paid in view of the legal notice. Rather, it looks that as the total amount is to be paid of about ₹88 lacs, so these amounts have been paid in installments in discharge of this liability. There is no reply to the legal notice or any other document to show that these amounts have been specifically paid for discharging the liability of the cheque. Otherwise also, this fact is to be decided by the trial Court from the evidence produced before it. There is nothing on the record to show that these payments were made in discharge of the liability of the cheque amount, as no letter etc. was written nor there was anything to show at this stage that these amounts were paid for the discharge of

liability of the cheque amount. Furthermore, as already discussed, this fact is to be decided by the trial Court from the evidence produced before it. At this stage, no ground is made out for quashing of complaint and summoning order.

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

February 01, 2016
Vgulati

(INDERJIT SINGH)
JUDGE