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

+ CRL.L.P. 672/2015

RADHA KRISHNA ENTERPRISES Petitioner
Through: Mr. L.K. Passi, Adv.

versus

SWARAN ENTERPRISES & ANR Respondent
Through: Mr. Nikhil Bahri, Adv.

CORAM:
HON'BLE MR. JUSTICE VIPIN SANGHI

ORDER
17.03.2017

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The petitioner has preferred the present leave petition to seek leave to appeal against the judgment dated 25.06.2015 passed by the learned MM (East), Karkardooma Courts in CC No.199/10/2013 registered at PS New Ashok Nagar, whereby the petitioner's complaint under Section 138 of Negotiable Instruments Act has been rejected and the respondent/ accused acquitted.

The petitioner had preferred the said complaint on the premise that he being a super stockist of biscuits supplied by Surya Agro Pvt. Ltd. had supplied the goods to the respondent/ accused, who was a distributor of the same products and that the cheque in question had been issued by the accused towards discharge of liability in respect of the goods supplied. The defence taken by the accused was that the cheque in question was one of a series of cheques issued by it in blank to one M/s Prem & Sons in relation to its business transactions.

Pertinently, during the cross examination of the petitioner/complainant witness CW-1, the complainant admitted not to have supplied any goods to the accused. The petitioner set up an altogether new story that the cheques had been issued by the accused in respect of the goods received from another super stockist, namely, Annapurna Trading Company. The petitioner claimed that under the instructions of the manufacturer Surya Agro Pvt. Ltd., Annapurna had transferred its stock to the accused and issued the cheque in question in favour of the petitioner.

The petitioner did not produce any witness from the manufacturer Surya Agro Pvt. Ltd. to substantiate the said transaction. There is no evidence brought on record that the account of the petitioner was debited by Surya Agro Pvt. Ltd. on the ground that the cheque in question had been received by the petitioner from the accused. The petitioner appears to have changed tracks after the filing of the complaint. Even if the story of the petitioner were to be accepted that the cheque in question was issued by the accused in respect of goods received by the accused from Annapurna Trading Company, it shows that there was no outstanding legal debt recoverable by the petitioner from the accused in respect whereof the cheque in question had been issued.

In the aforesaid circumstances, I find no merit in this petition and the impugned order does not call for any interference. Dismissed.

VIPIN SANGHI, J

MARCH 17, 2017

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