

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

Sachin Tukaram Jadhav ...Applicant
Vs.
The State of Maharashtra and Anr. ...Respondents

Mr. Uday P. Warunjikar, for Applicant
Mr. Ajay Patil-APP, for the State
Mr. Gaurav G. Nandkar i/b. Mr. Manoj Patil, for Respondent
No.2

P.C.:

1. The complaint under Section 138 of the Negotiable Instruments Act was filed by one Rajgond Babu Herle (Respondent No.2) against the present Applicant, thereby stating that accused had delivered two cheques in the name of the Federal Bank Ltd., Branch at Jaisingpur for an amount of Rs.44,105/- towards the amount advanced by him. The complaint in paragraph No.3 makes reference to two cheques viz. Cheque No.039985 dated 24th August, 2017 and Cheque No. 039987 dated 25th October, 2017. The complaint then proceeds in respect of Cheque No. 039985 for an amount of Rs.44,105/-. The reliefs sought in the said complaint are restricted to the said cheque, which was

dishonoured.

The Learned Counsel Mr. Uday Warunjikar for the Applicant had made a categorical statement and he submits that the said statement is recorded in an email, which is forwarded, wherein it is stated that a cheque amount of Rs.85,210/- is deposited in the account of Federal Bank, Branch at Jaisingpur as asked by the Complainant.

This fact is not denied by the Complainant. In addition, it is submitted by the Mr. Uday Warunjikar that over and above, the said amount of Rs.5,000/- is paid. Since this factual aspect is not disputed by the Respondent, the present Criminal Application do not call for any adjudication and is accordingly disposed of.

2. In the light of the said statement, the proceedings pending before the JMFC at Jaisingpur in Summary Criminal Case No.495 of 2017 are liable to be quashed and set aside and accordingly Criminal Application stands allowed in terms of prayer clause (b).

[SMT.BHARATI DANGRE, J.]