

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25.11.2019

CORAM

THE HONOURABLE MR. JUSTICE M.S. RAMESH

Cr1.O.P.No.18926 of 2019

and

Cr1.M.P.Nos.9635, 9636 & 13711 of 2019

1. M/s.Power Car India Private Limited,
Represented by its Director/
Authorised Signatory, Ms.Nikitha,
No.2/398, Mount Poonamalle Road,
Iyyapanthangal,
Chennai - 600056.

2.Ms.Nikitha

...Petitioners/A1 & 2

Vs

M/s.Nissan Renault Financial Services
India Private Limited,
Registered Office at,
ASV Raana Towers, 5th Floor,
No.52, Venkatnarayana Road,
T.Nagar, Chennai - 600017.
Represented by its Authorised Signatory,
Ms.Mauli Agarwal

...Respondent

PRAYER: Criminal Original Petition filed under Section 482 of Cr.P.C, praying to call for the records in C.C.No.11330 of 2018 pending on the file of the learned Metropolitan Magistrate/FTC No.III, Saidapet, Chennai and quash the same as abuse process of law.

For Petitioners	: Mr.M.Guruprasad
For Respondents	: Mr.M.Arunachalam

O R D E R

The private complaint filed for the offence under Section 138 of the Negotiable Instruments Act is put under challenge in the present petition.

2. The learned counsel for the petitioners had predominantly raised a ground stating that pending the complaint, a Memorandum of Understanding dated 25.02.2019 was arrived between the parties and in view of the clause therein, wherein the parties have agreed to keep the legal proceedings in abeyance and as well settle the disputes by way of arbitration clause, the complaint cannot be proceeded. In the light of such a ground, this Court had also granted interim order of stay.

3. As per the MoU dated 25.02.2019 arrived between the parties, the petitioner herein was required to complete the term loans before 22.09.2019. The present quash petition was filed in the month of July 2019. Pending the quash petition, the maximum period of repayment of term loans had expired. It is further stated that the petitioner is yet to complete the repayment of the term loans as on date, which is in violation of the terms of agreement. Such a violation cannot be termed to be a dispute arising between the parties and therefore, invocation of the arbitration process may not arise at this juncture.

4. Since the quash petition has been predominantly filed on these two grounds, now that this Court has already held that the Memorandum of Understanding itself has lapsed, no useful purpose would be served in getting this quash petition pending.

5. The learned counsel for the petitioner would submit that out of the total outstanding amount, a considerable amount has been paid and what remains is a small amount. It is always open to the petitioner to approach the respondent seeking for any settlement out of Court in this regard.

6. With the above observations, the Criminal Original Petition stands closed, with a direction to the learned Metropolitan Magistrate, Fast Track Court No.III, Saidapet, Chennai to complete the proceedings in C.C.No.11330 of 2018, as expeditiously as possible. Consequently, connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar(CS-III)

// True Copy//

Sub Assistant Registrar

hvk

To

The Metropolitan Magistrate,
Fast Track Court No.III,
Saidapet,
Chennai.

+1cc to Mr.M.Arunachalam, Advocate, SR.No.98372.
+1cc to Mr.M.Guruprasad, Advocate, SR.No.98535.

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SAI(CO)
CSR(16/12/2019)