

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

Sr. No.230

**CRM-A-1528-MA-2018 (O&M)
DECIDED ON: March 18, 2019**

NARESH KUMAR GARG

..APPELLANT

VERSUS

PAVAN GROVER

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE SUDHIR MITTAL

Present: Mr. Baldev Sharma, Advocate, for the appellant.

SUDHIR MITTAL, J. (ORAL)

This appeal against acquittal has been filed by the complainant. His complaint under Section 138 of Negotiable Instruments Act, 1881 was allowed by the trial Court and the respondent-accused was convicted and sentenced to undergo simple imprisonment for a period of 03 months and to pay compensation of Rs.3.75 lacs. An appeal against the order of conviction and sentence dated 26.10.2017, was allowed vide judgment dated 19.04.2018 and hence the present appeal against acquittal has been preferred.

The complaint was filed on the allegation that on 05.02.2014, the complainant gave a loan of Rs.2.5 lacs to the accused-respondent by withdrawing the amount from his bank accounts. For repayment of the said amount, a cheque dated 05.03.2014 for a sum of Rs.2.5 lacs was issued by the accused-respondent but on presentation, the same was dishonoured. A

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legal notice dated 12.03.2014 was issued but the accused-respondent failed to make the payment resulting in filing of the complaint.

The defence of the accused-respondent is that the complainant and the accused were working in the same company. The complainant was working as Assistant Manager, whereas, the accused was working as General Manager. The services of the complainant and five other employees had come to an end and therefore, on 26.02.2014, they came to the company office for collecting their full and final dues but as they had come after working hours, it was not possible to pay the same. They were raising a hue and cry and to pacify them the accused-respondent issued a personal cheque of Rs.2.5 lacs to the complainant to cover the dues of all the employees as security till their dues were settled by the company. In this regard, a writing dated 26.02.2014 CW1/D has been executed. Thus, a security cheque has been misused by the complainant and hence, the complaint deserve to be dismissed.

A copy of the receipt Exhibit CW1/D has been placed on record. I have perused the same and it bears the signature of the complainant and five other employees. Although, the complainant has denied his signature on this document, while being cross-examined as CW1 he has admitted executing the said receipt. The relevant portion of his cross-examination is reproduced below:-

“There was no connection between the loan amount given to the accused and the cheque pertaining to the full and final settlement. The accused had threatened me that if I do not accept the cheque for full and final settlement, he would also not pay back the loan amount to me.”

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In view of the aforementioned admission of the complainant, the execution of receipt Ex.CW1/D stands proved. Accordingly, the trial Court was justified in holding that the cheque in dispute had been issued for purposes of security.

There is no merit in the appeal and the same is accordingly dismissed on account of delay as well as on merits.

March 18, 2019

Ankur

**(SUDHIR MITTAL)
JUDGE**

Whether speaking/reasoned

Yes/No

Whether Reportable

Yes/No