

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-20345-2019 (O&M)
Date of Order:06.05.2019

Sunil Mohan Wig

..Petitioner

Versus

M/s M3M India Private Limited

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Jaspal Singh Pannu, Advocate
for the petitioner.

ANIL KSHETARPAL, J(Oral)

Through the impugned order, learned Judicial Magistrate Ist Class, Gurugram, had dismissed the application under Section 177 of the Code of Criminal Procedure praying for return of the complaint filed under Section 138 of the Negotiable Instrument Act on the ground of lack of territorial jurisdiction. The relevant part of the order reads as under:-

“After hearing both counsels it can be said that there is absolutely no dispute qua amendment of Section 142 Negotiable Instrument Act and the facts of the case. Irrespective of the fact that bank memo contains address of Headquarter of Axis Bank at Hyderabad, then also this court cannot loose site of the certificate of Axis Bank annexed with the reply, which establish that account of complainant is maintain at Branch, Sector 14, Gurugram only. In view of crystal clear interpretation as laid down in judgment titled M/s Wockhardt Limited vs. Atam

Parkash Singh, 2017(1) L.A.R. 495, this court has absolutely no reason to dismiss the application in hand being merit less.”

Learned counsel appearing for the petitioner while drawing attention of the Court to page 27 of the paper book-Cheque Return Advice, contends that the Cheque Return Advice was sent to Axis Bank Limited at Hyderabad and, therefore, the Gurugram Court does not have territorial jurisdiction.

It has been found by the learned trial Court that the cheque in question was presented at Gurugram where complainant maintains his account in Sector 14, Gurugram.

In view thereof, this Court does not find any ground to interfere.

The present petition is dismissed.

May 06, 2019
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned
Whether reportable

: Yes/No
: Yes/No