IN THE HIGH COURT OF BOMBAY AT GOA

CRIMINAL MISC. APPLICATION NO. 203 OF 2019
IN
STAMP NUMBER MAIN NO. 499 OF 2017

PLASTO-PACK-INDUSTRIES, REP. BY PRADEEP M.S. TALAULIKAR, THR. ITS ADM. OFFICER RAMA FAKEER KADAM., ... Applicant

Versus

RAJESH K. GOHAR AND ANR., ... Respondents

Shri Vibhav Rajiv Amonkar, Advocate for the applicant.

Ms. Lakshmi Budke, Advocate for the respondent no.1.

Coram:- NUTAN D. SARDESSAI, J.

Date:- 24th January, 2020

P.C.:

Heard Shri Vibhav Amonkar, learned Advocate for the applicant who contended that there was a clear conclusion by the learned JMFC that there were legally enforceable debts pursuant to the Memorandum of Understanding drawn between the applicant and the respondents.

2. However, it is only in the operative part that the learned JMFC was confused about the debt being due to the applicant or one of the partners. The question here is whether the partnership firm is entitled to the amount due under the cheque

or the partner. There is a triable issue at large before this Court and for that reason the objection on behalf of the respondent that the applicant is not entitled to the amount cannot be sustained.

3. In view thereof, leave is granted to appeal against the judgment and order passed by the learned JMFC.

4. The application accordingly stands disposed off.

5. Registry to register the appeal.

NUTAN D. SARDESSAI, J.

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