

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

CRIMINAL WRIT PETITION NO.451 OF 2020

Bharat Chandulal Bhanushali ... **Petitioner**
Versus
Meena Vinod Lakhani & Anr. ... **Respondents**

.....

Mr.Satish S. Mande, Advocate for the Petitioner.

Mr.Mahendra Shingade with Mr.Ramesh Gupta, Advocate for the Respondent No.1.

Mr.S.V.Gavand, the Additional Public Prosecutor for the Respondent No.2/State.

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CORAM : A.M.BADAR J.

DATED : 4th MARCH 2020.

P.C. :

1 Heard both sides.

2 The learned Counsel for the petitioner vehemently argued that liability of the petitioner can at the most be of Rs.35,00,000/- in view of the Memorandum of understanding dated 13/03/2013 as well as second Memorandum of Understanding dated 10/10/2018. He submits that the

petitioner/original accused has only received amount of Rs.35,00,000/- and, therefore, the learned trial Court erred in directing payment of Rs.34,00,000/- towards 20% of the amount of cheque .

3 I have considered the submissions so advanced and also perused the impugned Order.

4 The impugned Order is perfectly in consonance with the law laid down by the Honourable Apex Court in the matter of ***Surinder Singh Deswal @ COL. S.S. Deswal & Ors. Versus Virender Gandhi & Anr.***¹ and as such it requires no inference at the hands of this Court. The cheque was for Rs.1,70,00,000/- and the learned trial Court while passing order on the application moved by the applicant under Section 143-A(1) of the Negotiable Instruments Act, 1881, had directed the accused to pay an amount quantified at 20% of the cheque amount. Clause No.8 of the second memorandum of understanding executed executed between the parties is clear on that aspect. Hence, the Order :

1 2019 CRI.L.J. 3507.

ORDER

The Petition is dismissed.

(A.M.BADAR, J.)

Raju D.
Gaikwad

Digitally signed
by Raju D.
Gaikwad
Date: 2020.03.04
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