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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CRL.M.C. 294/2020**

BHANOT CONSTRUCTION HOUSING LTD. .... Petitioner  
Through: Mr. Dalip Singh, Mr. Rakesh Kumar  
and Mr. Mool Singh, Advocates.

versus

STATE & ANR. .... Respondents  
Through: Ms. Rajini Gupta, APP for the State.

**CORAM:**  
**HON'BLE MR. JUSTICE RAJNISH BHATNAGAR**

**ORDER**  
% **21.01.2020**

**Crl. M.A. No. 1251/2020 (for exemption)**

1. Exemption allowed subject to just exceptions.

The application stands disposed of.

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2. By way of the present petition filed under Section 482 Cr.P.C. the petitioner has challenged the impugned order dated 21.12.2019 by virtue of which learned District and Sessions Judge has dismissed the revision petition filed by the petitioner challenging the order dated 08.08.2019 passed by learned Metropolitan Magistrate which was moved by him for sending the documents to CFSL.

3. In brief the facts of the case are that respondent no. 2 had filed a case under Section 138 Negotiable Instruments Act, 1881 against

the petitioner through its Director Rajiv Bhanot. On 01.02.2019, authorised representative of respondent no. 2/company made a statement on oath that the cheques in question were duly filled up by the petitioner i.e. Rajiv Bhanot in his presence and handed over to him. Counsel for the petitioner submits that the cheques were not filled by him and the writing on the cheques does not belong to him and he does not know as to who had filled up those cheques and how these cheques reached respondent no. 2/complainant. Therefore, under the circumstances the petitioner made an application for sending the cheques to CFSL which was dismissed by the learned Metropolitan Magistrate vide order dated 08.08.2019 holding therein as follows:-

*“After hearing ld. Counsels for the parties and having perused the case file carefully and meticulously, this court is of the considered opinion that in the notice U/s 251 CrPC accused, while disclosing his defence, has stated that the cheque in question do not bear his signature. He has specifically stated the name of the payee and the amount on the cheque was filled by the complainant and no loan was taken either by him or by his company. In the cross examination, AR of complainant has deposed that the cheque in question was handed over to him by the accused and the cheque and its particulars were filled by the accused in front of him. AR of the complainant has further admitted the suggestion that the handwriting on the cheque is of the accused. AR of the complainant has also disclosed that the impugned cheque is not*

*of the accused but of his father Sh. RD Bhanot. No suggestion was put to the AR of complainant by the Ld. Counsel for accused that the cheque in question was not signed by late father of the accused/applicant namely Sh. R D Bhanot. Hence, the applicant/accused has not disputed the signatures of his father on the cheque in question. It is the defence of the accused/applicant that he had not filled the remaining particulars of the cheque in question. It is a settled proposition of law that where the signatures on the cheque is not under dispute then there is no need to sent the cheque in question to FSL for examination of other details being in different handwriting. ...”*

4. When these findings of the learned Metropolitan Magistrate were challenged before the learned District and Sessions Judge, learned District and Sessions Judge upheld the order of the learned Metropolitan Magistrate holding that the order against which the petitioner has come i.e. the order dated 08.08.2019, is a interlocutory order and the learned District and Sessions Judge also held as follows:-

*“8. This is an admitted case that the signatures on the impugned cheques are of the deceased father of Shri Rajeev Bhanot, Director of the revisionist Company. Once the signatures have not been disputed, no fruitful purpose would be served in sending the application to CFSL for ascertaining who had filled the contents especially when the authorized representative of the respondent Company has himself deposed*

*that the contents of the cheques were filled by Shri Rajiv Bhanot and not by deceased R.D. Bhanot, who had signed the cheques.”*

5. During the course of arguments, counsel for the petitioner has drawn the attention of the Court to the cross-examination CW1 who is the Authorised Representative of respondent no. 2/company. A perusal of this cross-examination shows that CW1 has categorically stated that the signatures on the impugned cheques is that of the father of the petitioner i.e. R.D. Bhanot. No suggestion to the contrary has been given to this witness which shows that it was an admitted case of the petitioner that the signatures on the impugned cheques are that of his deceased father. I, therefore, have no hesitation to concur with the findings of the learned District and Sessions Judge that the signatures on the cheques have not been denied as that of his father by the petitioner then no useful purpose would be served in sending the application to CFSL for ascertaining as to who had filled the contents of the cheques. Even if the Authorised Representative of respondent no. 2 has deposed that the contents of the cheques were filled by the petitioner and not by his father that does not in any case makes out a case for sending the cheques for CFSL examination. Reliance in this regard can be placed upon the judgment in the case of **Ravi Chopra Vs. State and Ors. 2008 (102) DRJ 147**. Moreover, the findings of the learned District and Sessions Judge that the order passed by the Metropolitan Magistrate is an interlocutory order cannot be faulted in view of the decision in the judgment titled as **Amar Nath Vs. State of Haryana (1977) 4 SCC 137** wherein it was observed that orders of bail,

calling for reports and other such steps which are taken in the aid of the proceedings are interlocutory orders.

6. The petition lacks merits and the same is hereby dismissed.

**RAJNISH BHATNAGAR, J**

**JANUARY 21, 2020**

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