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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 24.02.2022

PRONOUNCED ON : 14.03.2022

CORAM

THE HONOURABLE MR.JUSTICE M.NIRMAL KUMAR

CRL.O.P.NO.29469 OF 2018 AND
CRL.M.P.NO.17315 OF 2018

1. MARG Limited
"MARG AXIS"
Represented by its Managing Director,
G.R.K.Reddy,
4/318, Rajiv Gandhi Salai,
Kottivakkam,
Chennai-600 041.
2. G.R.K.Reddy,
Managing Director - MARG Limited,
No.24, South Mada Street,
Srinagar Colony,
Saidapet,
Chennai-600 015.
3. V.P.Rajini Reddy,
Director - MARG Limited,
4/318, Rajiv Gandhi Salai,
Kottivakkam,
Chennai-600 041.

... Petitioners/
Accused

Vs.

Standard Chartered Bank,
Represented by its Accounts Manager,
Mr.E.Rajendran,
Having its Principal Officer at
1.Basinghall Avenue,
London, EC2V 5DD
and a Branch Office at
No.19, 3rd Floor,
Rajaji Salai,
Chennai-600 001.

...Respondent



PRAYER:

Criminal Original Petition is filed under Section 482 of the Code of Criminal Procedure, to call for the records in C.C.No.2321/2018 on the file of the Fast-Track Court IV Metropolitan Magistrate Court, George Town, Chennai and quash the same against the petitioners.

For Petitioners: Mr.A.Ganesh

For Respondent : Mr.E.Omprakash, Senior Counsel
for Mr.Edward James

ORDER

This Criminal Original Petition has been filed to quash the proceedings in C.C.No.2321 of 2018, on the file of the Fast Track Court No.IV, Metropolitan Magistrate Court, George Town, Chennai.

2.The facts and figures of the case is that the respondent/complainant being a banking company provides various banking facilities and loans to his customers. The 1st petitioner company represented by the 2nd & 3rd petitioners made request to advance a Lease Rental Discounting Facility of Rs.72,00,00,000/- (Rupees seventy two crores only) and a second Lease Rental Discounting Facility of Rs.7,19,00,000/- (Rupees seven crores nineteen lakhs only) and the same were granted under the loan Nos.IF0000699671 and IF0000703303 vide loan agreements, dated 28.02.2011 and 22.12.2014. In discharge of partial liability, the accused had issued a cheque bearing No.011711, dated 20.06.2018 for Rs.57,72,43,611/- (Rupees fifty seven crores seventy two lakhs forty three thousand six hundred and eleven only), drawn on Axis Bank Limited, Corporate Banking Branch, Chennai. When the said cheque was presented for collection on 25.06.2018, it was returned unpaid on 26.06.2018 for the reason 'Account Closed'. Thereafter, the statutory notice was issued to all the petitioners on 06.07.2018. The 1st & 3rd petitioners received the same on 07.07.2018 and the notice sent to the 2nd petitioner returned with an endorsement 'Unclaimed'. The 1st petitioner company had sent a reply, dated 21.07.2018 with untenable and false statements. Ignoring the same, the above complaint has been lodged by the respondent against the petitioners.

3.It is further averred in the complaint that the said cheque was signed and issued by the accused towards part repayment of loan availed by the accused company. The 1st petitioner is a limited company, in which the 2nd & 3rd



petitioners are Managing Director and Director and, are key persons known to the respondent in charge of the day to day affairs of the 1st petitioner company. The 2nd and 3rd petitioners are the persons, who take decision on key business matters and affairs of the 1st petitioner company. They have also dealt and interacted regularly with the respondent at the time of availing the loan facility and also thereafter. The 2nd & 3rd petitioners issued the said cheque in discharge of legal subsisting liability to the respondent. Hence, invoking Section 141(1) of the Negotiable Instruments Act, 1881, the 2nd and 3rd petitioners were arrayed as accused in this case.

4. The submissions of the learned counsel for the petitioners are as follows:-

(i) The admitted case of the respondent is that the loan agreements are dated 28.02.2011 and 22.12.2014, which are enforceable upto 28.02.2014 and 22.12.2017 as per the Limitation Act. The cheque in question was given by the accused on 20.06.2018. On the date of issuance of cheque, all debts alleged to have been received by the petitioners have become time barred. Mere giving a cheque, without anything more, will not receive a time barred debt. On perusal of the complaint, there is no averment to show that the debt was revived by any written agreement or contract or promise to pay the acknowledgment of the debt in writing or any endorsement in order to give life to the time barred debt. In this case, the 2nd & 3rd petitioners are arrayed as accused on the strength of Section 141(1) of the Negotiable Instruments Act, 1881, since they are vicariously liable. A person, who is sought to be made vicariously liable in the criminal offence to show that person committed the offence at the time of incharge and responsible to the company for the conduct of business. Not every person connected with the company shall fall within the ambit of the provision.

(ii) The learned counsel further submitted that the 3rd petitioner is not the signatory to the cheque. The Hon'ble Apex Court in the case of "National Small Industries Corporation Limited Versus Harmeet Singh Paintal and another reported in (2010) 3 SCC 330" had given a guideline with regard to the person, who has to be arrayed as accused invoking Section 141 of the Negotiable Instruments Act, 1881. There is nothing in the complaint to show that the 2nd & 3rd petitioners interacted with the respondent at the time of availing loan and no document has been filed to substantiate the same. The 3rd petitioner resigned from the Directorship of the company under Section 168 of the Companies Act, 2013 on 12.02.2018. The resignation was accepted by the 1st petitioner company by its resolution, dated 12.02.2018 and the same has been filed before the Registrar of Companies



with requisite fee on 21.03.2018. Thus, from 12.02.2018, the 3rd petitioner seems to be not a Director of the 1st petitioner company. Admittedly, the cheque is dated 20.06.2018, which is much after the resignation of the 3rd petitioner from the Directorship of the 1st petitioner company. Following the decisions of the Hon'ble Apex Court in the case of "National Small Industries Corporation Limited" (Cited Supra) and in the case of "SMS Pharmaceuticals Limited Versus Neeta Bhalla reported in 2005 8 SCC 89", this Court as well as other High Court had consistently held that a person, who is not a Director on the date of offence cannot be proceeded for vicarious liability in the criminal law. This point was reiterated in the case of "Pooja Ravinder Devidasani Versus State of Maharashtra and another reported in (2014) 16 SCC 1".

(iii) It is admitted that the 3rd petitioner is neither a signatory to the cheque, nor a Director or officer, who falls under the category of Sections 5(e) & 5(f) of Companies Act, 2013. There is no specific averment against the 3rd petitioner that she had consented or connived or attributed to any negligence on the part of the Director of the 1st petitioner company. Admittedly, the 3rd petitioner was not a Director at the time of issuance of the cheque. He further submitted that in this case, the procedure under Section 200 Cr.P.C., have not been followed and no cognizance was taken on the complaint filed by the respondent. The trial Court had straight away taken the complaint on file based on the proof affidavit and marked documents Exs.P1 to P7 and issued summons, which is against the procedure established by law. Taking cognizance is not an empty formality.

(iv) In support of his submissions, the learned counsel relied on the decision of the Hon'ble Apex Court in the case of "Harshedra Kumar.D Versus Rebatilata Koley reported in (2011) 3 SCC 351", wherein it had held that Ex-Director cannot be made accountable and fastened with liability for anything done by the company after the acceptance of his resignation. Further, the Registrar's document is a public document on impeachable quality beyond suspicion or doubt. In view of the same, it would be travesty of justice if accused is relegated to trial and they are asked to prove their defence before the trial Court. This principles have been broadly followed by this Court in the following cases:-

- Sama Dharman Versus S.Natarajan in CrI.O.P(MD).No.3824 of 2012, dated 25.07.2012.
- K.Kumaravel Versus R.P.Rathinam in CrI.O.P.No.19551 of 2010, dated 08.12.2010.
- S.Kamatchi and others Versus M/s.Arkaa Medicament and another in CrI.A.Nos.1223 to 1226 of 2001, dated 01.07.2009.



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(v) The learned counsel for the petitioners in his typed set produced the Resignation Letter of the 3rd respondent, dated 12.02.2018, Certified Copy of the Resolution, dated 12.02.2018, Receipt for payment of fee for form DIR 12 and Form No.DIR-12.

5. The learned Senior Counsel appearing for the respondent submitted that the petitioners were availed loans from the respondent bank, which were granted on the request of the 2nd & 3rd petitioners on behalf of the 1st petitioner company. The loan to the tune of Rs.7,19,00,000/- (Rupees seven crores nineteen lakhs only) was availed under loan Nos.IF0000699671 and IF0000703303 vide Facility Letter No.LRD/ML/002, dated 25.02.2011 and Facility Letter No.LRD/ML/003, dated 19.12.2014, for the period of 133 months. Prior to it, the Loan Facility Letter was signed and submitted by the 2nd petitioner on behalf of the 1st petitioner, wherein the Board Resolution, dated 28.02.2011 had been annexed. He further submitted that the loan agreement for lease rental was entered between the petitioners and the respondent on 28.02.2011. On the same day, a guarantee agreement executed by the 2nd petitioner in favour of the respondent bank. In the Board Resolution, dated 28.02.2011, the 1st petitioner company had resolved that the 2nd petitioner is the Chairman and Managing Director and the 3rd petitioner is the Director and they are authorized to convey acceptance of the sanction letter to the respondent and to execute the necessary documents required. Following the Board Resolution, dated 28.02.2011, Memorandum of Deposit of Title Deeds were executed on 14.03.2011. Again, the Loan Facility Letter was signed and submitted by the 2nd petitioner on behalf of the 1st petitioner on 19.12.2014. Following the same, the loan agreement and guarantee agreement were executed by the 2nd petitioner in favour of the respondent on 22.12.2014. On the same day, Board Resolution was passed by the 1st petitioner company. Following the same, Memorandum of Deposit of Title Deeds, Deed of Hypothecation executed by the 1st petitioner company in favour of the respondent.

6. He further submitted that due to failure of the 1st petitioner company to comply with the terms and conditions of the sanction, and due to the default in repayment of dues to the respondent, the loan account of the 1st petitioner company became NPA. Therefore, the demand notice under Section 13(2) of SARFAESI Act was issued on 09.01.2018, for which, objections was sent by the 1st petitioner company on 03.03.2018, which was responded and reply was given by the respondent on 19.03.2018. Thereafter, a possession notice was issued under Section 13(4) of the SARFAESI Act and proceedings was initiated under Section 14(1)(2) of SARFAESI Act for taking possession of the secured assets of the petitioners, wherein order was passed by the



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District Magistrate and District Collector, Kancheepuram on 28.06.2018. Thereafter, Public Auction Sale Notice was issued by the respondent bank. The respondent bank filed O.A.No.305 of 2021 before the Debts Recovery Tribunal-II at Chennai on 26.02.2021 and an application in I.B.A.No.4 of 2022 has been filed before the National Company Law Tribunal Bench, Chennai.

7.It is further submitted that as per Section 141(1) of the Negotiable Instruments Act, 1881, every person who, at the time the offence was committed, was in charge of, and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of the offence. The applicability and scope in arraying the Director and other officers for vicarious liability under Section 141 of the Negotiable Instruments Act, 1881, was enumerated in the case of "K.K.Ahuja Versus V.K.Vora and Ors., reported in (2009) 10 SCC 48", wherein the Hon'ble Apex Court had laid down four principles. In principle No.2, it had held that 'in the case of a director or an officer of the company who signed the cheque on behalf of the company, there is no need to make a specific averment that he was in charge and was responsible to the company, for the conduct of the business of the company or make any specific allegation about consent, connivance or negligence. The very fact that the dishonoured cheque was signed by him on behalf of the company, would give rise to responsibility under sub-Section(2) of Section 141 of the Negotiable Instruments Act, 1881'. In principle No.3, it had held that 'In the case of a Director, Secretary or Manager (as defined in Sec. 2(24) of the Companies Act) or a person referred to in clauses (e) and (f) of Section 5 of Companies Act, an averment in the complaint that he was in charge of, and was responsible to the company, for the conduct of the business of the company is necessary to bring the case under Section 141(1). No further averment would be necessary in the complaint, though some particulars will be desirable. They can also be made liable under section 141(2) by making necessary averments relating to consent and connivance or negligence, in the complaint, to bring the matter under that sub-section.'

8.In the case of "Tamil Nadu News Print and Papers Limited Versus D.Karunakar and Ors., reported in (2016) 6 SCC 78", it had held that 'the averment has been made in the complaint to the effect that the Directors were in-charge of the day to day business of company. The High Court ought not to have quash the proceedings against such Directors'. In the case of "Ashutosh Ashok Parasrampuriya and Ors., Versus Gharrkul Industries Private Limited and Ors., reported in AIR 2021 SC 4898", it had held that the documentary evidence placed on record by form No.32 issued by the Registrar of Companies to be justified during the course of trial. In Suo Motu Writ Petition (Crl.)



No.2 of 2020, the Constitutional Bench of the Hon'ble Apex Court had given various directions finding that huge number of cases under the Negotiable Instruments Act, have been pending for one reason or other. The directions are extracted as follows:-

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"24.The upshot of the above discussion leads us to the following conclusions:

1) The High Courts are requested to issue practice directions to the Magistrates to record reasons before converting trial of complaints under Section 138 of the Act from summary trial to summons trial.

2) Inquiry shall be conducted on receipt of complaints under Section 138 of the Act to arrive at sufficient grounds to proceed against the accused, when such accused resides beyond the territorial jurisdiction of the court.

3) For the conduct of inquiry under Section 202 of the Code, evidence of witnesses on behalf of the complainant shall be permitted to be taken on affidavit. In suitable cases, the Magistrate can restrict the inquiry to examination of documents without insisting for examination of witnesses.

4) We recommend that suitable amendments be made to the Act for provision of one trial against a person for multiple offences under Section 138 of the Act committed within a period of 12 months, notwithstanding the restriction in Section 219 of the Code.

5) The High Courts are requested to issue practice directions to the Trial Courts to treat service of summons in one complaint under Section 138 forming part of a transaction, as deemed service in respect of all the complaints filed before the same court relating to dishonour of cheques issued as part of the said transaction.

6) Judgments of this Court in Adalat Prasad (supra) and Subramaniam Sethuraman (supra) have interpreted the law correctly and we reiterate that there is no inherent power of Trial Courts to review or recall the issue of summons. This does not affect the power of the Trial Court under Section 322 of the Code to revisit the order of issue of process in case it is brought to the court's notice that it lacks jurisdiction to try the complaint.

7) Section 258 of the Code is not applicable to complaints under Section 138 of the Act and findings to the contrary in Meters and Instruments (supra) do not lay down correct law. To conclusively deal with this aspect, amendment to the Act empowering the Trial Courts to reconsider/recall summons in respect of



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complaints under Section 138 shall be considered by the Committee constituted by an order of this Court dated 10.03.2021.

8) All other points, which have been raised by the Amici Curiae in their preliminary report and written submissions and not considered herein, shall be the subject matter of deliberation by the aforementioned Committee. Any other issue relating to expeditious disposal of complaints under Section 138 of the Act shall also be considered by the Committee."

9. The objection of the learned counsel for the petitioner that no sworn statement was recorded under Section 200 Cr.P.C., and the trial Court on the affidavit filed by the respondent under Section 145 of the Negotiable Instruments Act, 1881 had taken the complaint on file and issued summons, is permissible as could be seen from the decision of the High Court of Karnataka in the case of "Noorunnisa Begum Versus Gopay and Ors., reported in MANU/KA/2230/2013", which is followed in the case of "K.Srinivasa Versus Kashinath reported in 2004 CrL.L.J 4566." Thus the non-obstante clause in Section 145 of the "Act" dispenses the procedure contemplated in Section 200 of the Code of Criminal Procedure in respect of examination of the complainant and his witnesses on oath. Consequently, recording of sworn statement by the Magistrate in the criminal cases falling under Section 138 of the Negotiable Instruments Act may be dispensed with by accepting the affidavit of the complainant and his witnesses.

10. He further submitted that the Board Resolution was passed by the 1st petitioner company on 22.12.2014, in which the 1st & 2nd petitioners participated and signed the documents. In the Board Resolution, the respondent bank's Facility Letter No.LRD/ML/003, dated 19.12.2014 and the credit facilities for the tune of Rs.7,19,00,000/- (Rupees seven crores nineteen lakhs only) are recorded. Thus, the 3rd petitioner feigning ignorance and attempting to wriggle out from the liability, cannot be accepted. The 3rd petitioner is a Director of the 1st petitioner and she is wife of the 2nd petitioner. Both the 2nd & 3rd petitioners were in-charge and actively participated in day to day affairs of the 1st petitioner company. In this case, the petitioners have not disputed the receipt of loan and the liability to pay back the loan amount. In discharge of the part liability, the petitioners issued the cheque, which is a subject matter of the above case. The cheque was in the name of the 1st petitioner company, which was signed by Managing Director/2nd petitioner in consultation and deliberation with Director/3rd petitioner. The 2nd petitioner had also executed several documents in pursuant to the loan granted. The question of time barred debt does not arise in this case. The petitioners had



executed several documents subsequent to the loan facility agreement. In this case, the issuance of the cheque and its signature are not disputed. As per Section 118 and 139 of the Negotiable Instruments Act, 1881, the presumption comes into play. There is no positive material to dislodge the statutory presumption against the petitioner.

11.It is settled law that in the complaint, specific averments to be made to show that the petitioners were in-charge and responsible of the company for conduct of the business. On perusal of the complaint, it is apparent that there are sufficient averment made against the 2nd & 3rd petitioners, who are Managing Director and Director, who are the persons took decision on the key business matters and affairs of the 1st petitioner company. The 2nd & 3rd petitioners dealt and interacted regularly with the respondent at the time of availing the loan facility and also thereafter. The learned Senior Counsel further submitted that SARFAESI proceedings was initiated in O.A.No.305 of 2021 under Section 19 of Recovery of Debts and Bankruptcy Act, 1993. Further, an Application in I.B.A.No.4 of 2022 was filed by the respondent before the National Company Law Tribunal Bench, Chennai under Section 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. Thus, the petitioners not only failed to make the payment for the respondent bank, they had also defaulted and failed to pay back money to other public financial institutions.

12.The points raised by the learned counsel for the petitioner are factual in nature, which has to be decided only during trial and not in this quash petition. From the year 2018, the trial before the Court below has been pending, without any progress, which defeating the purpose for which, the Negotiable Instruments Act, 1881 is amended. Hence, he prayed for dismissal of this quash petition.

13.This Court considered the rival submissions and perused the materials available on record.

14.It is not in dispute that the cheque is not signed by the 3rd petitioner. The 3rd petitioner arrayed as A3 by invoking Section 141(1) of the Negotiable Instruments Act, 1881. The 3rd petitioner resigned from the 1st petitioner company on 12.2.2018 by submitting necessary forms to the Registrar of Company on 21.3.2018. Admittedly, in this case, the cheque issued on 20.06.2018 after resignation of the 3rd petitioner as Director of the 1st petitioner company.

15.In this case, the cause of action arose on 22.07.2018.



On that day, the 3rd petitioner is no more a Director of the 1st petitioner company. Added to it, in the complaint, in paragraph Nos.3, 6, 7, 8 and 9, though a reference is made against the 3rd petitioner, the same are formal and sweeping. There is no specific averment against the 3rd petitioner. The respondent/complainant is aware about the formal character of the 3rd respondent, that is why, the 3rd petitioner was not arrayed as party in the proceedings in O.A.No.305 of 2021 before the Debt Recovery Tribunal, Chennai and I.B.A.No.4 of 2022 before the National Company Law Tribunal, Chennai. The respondent filed the typed set containing 21 documents, except the Board Resolution, dated 28.02.2011 and Resolution, dated 22.02.2014. In no other document, there is any reference as regards the 3rd petitioner. In this case, there is no sufficient evidence to show that the 3rd petitioner had any active role in the day to day affairs of the 1st petitioner company. No specific act attributed to the 3rd petitioner.

16.The Hon'ble Apex Court in the case "K.K.Ahuja Versus V.K.Vora and Ors., reported in (2009) 10 SCC 48", following the case of "SMS Pharmaceuticals Limited Versus Neeta Bhalla reported in (2005) 8 SCC 89" had summarized the position of Section 141 of the Negotiable Instruments Act, 1881, which is extracted as follows:-

"20. The position under section 141 of the Act can be summarized thus :

(i) If the accused is the Managing Director or a Joint Managing Director, it is not necessary to make an averment in the complaint that he is in charge of, and is responsible to the company, for the conduct of the business of the company. It is sufficient if an averment is made that the accused was the Managing Director or Joint Managing Director at the relevant time. This is because the prefix 'Managing' to the word 'Director' makes it clear that they were in charge of and are responsible to the company, for the conduct of the business of the company.

(ii) In the case of a director or an officer of the company who signed the cheque on behalf of the company, there is no need to make a specific averment that he was in charge of and was responsible to the company, for the conduct of the business of the company or make any specific allegation about consent, connivance or negligence. The very fact that the dishonoured cheque was signed by him on behalf of the company, would give rise to responsibility under sub-section (2) of Section 141.



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(iii) In the case of a Director, Secretary or Manager (as defined in Sec. 2(24) of the Companies Act) or a person referred to in clauses (e) and (f) of section 5 of Companies Act, an averment in the complaint that he was in charge of, and was responsible to the company, for the conduct of the business of the company is necessary to bring the case under section 141(1). No further averment would be necessary in the complaint, though some particulars will be desirable. They can also be made liable under section 141(2) by making necessary averments relating to consent and connivance or negligence, in the complaint, to bring the matter under that sub-section.

(iv) Other Officers of a company can not be made liable under sub-section (1) of section 141. Other officers of a company can be made liable only under sub-section (2) of Section 141, by averring in the complaint their position and duties in the company and their role in regard to the issue and dishonour of the cheque, disclosing consent, connivance or negligence."

17. The above guidelines are consistently followed by the Hon'ble Apex Court as well as this Court. In view of the same, the proceedings against the 3rd petitioner alone in C.C.No.2321 of 2018, on the file of the trial Court is hereby quashed. Hence, this Criminal Original Petition is allowed insofar as the 3rd petitioner is concerned.

18. With regard to other contention questioning the infirmity in taking cognizance of the above case, the Hon'ble Apex Court in the case of "Indian Bank Association and others Versus Union of India and Others in Writ Petition (Civil) No.18 of 2013, dated 21.01.1947" had issued certain directions, which are as follows:-

"21. Many of the directions given by the various High Courts, in our view, are worthy of emulation by the Criminal Courts all over the country dealing with cases under Section 138 of the Negotiable Instruments Act, for which the following directions are being given :-

DIRECTIONS:

1) Metropolitan Magistrate/Judicial Magistrate (MM/JM), on the day when the complaint under Section 138 of the Act is presented, shall scrutinize the complaint and, if the complaint is accompanied by the affidavit, and the affidavit and the documents, if



any, are found to be in order, take cognizance and direct issuance of summons.

2) MM/JM should adopt a pragmatic and realistic approach while issuing summons. Summons must be properly addressed and sent by post as well as by e-mail address got from the complainant. Court, in appropriate cases, may take the assistance of the police or the nearby Court to serve notice to the accused. For notice of appearance, a short date be fixed. If the summons is received back un-served, immediate follow up action be taken.

3) Court may indicate in the summon that if the accused makes an application for compounding of offences at the first hearing of the case and, if such an application is made, Court may pass appropriate orders at the earliest.

4) Court should direct the accused, when he appears to furnish a bail bond, to ensure his appearance during trial and ask him to take notice under Section 251Cr.P.C. to enable him to enter his plea of defence and fix the case for defence evidence, unless an application is made by the accused under Section 145(2) for re- calling a witness for cross-examination.

(5) The Court concerned must ensure that examination-in-chief, cross-

examination and re-examination of the complainant must be conducted within three months of assigning the case. The Court has option of accepting affidavits of the witnesses, instead of examining them in Court. Witnesses to the complaint and accused must be available for cross-examination as and when there is direction to this effect by the Court."

19.The above directions are reiterated subsequently by the Hon'ble Apex Court in the case of "A.C.Narayanan Versus State of Maharashtra and another reported in (2014) 11 SCC 790".

20.In view of the above, cognizance taken by the trial court based on the affidavit and documents filed cannot be faulted with. The procedural mistake of marking the document can be rectified while recording the evidence of complainant in Chief Examination based on the affidavit filed under Section 145 of the Negotiable Instruments Act, 1881.



21.It is not in dispute that the cheque is drawn on the account maintained by the 1st petitioner company and the same was signed by Managing Director/2nd petitioner. Hence, the contention of the petitioners 1 and 2 are rejected. This Court is not inclined to quash the proceedings against the 1st and 2nd petitioners. Hence, this Criminal Original Petition is dismissed in so far as the 1st and 2nd petitioners are concerned.

22.This Court finding that the trial is pending for quite sometime, without any progress, the trial Court is directed to proceed with the trial against the 1st and 2nd petitioners without any delay and complete the same preferably within a period of three months, from the date of receipt of a copy of this order.

Sd/-
Assistant Registrar(CS III)

//True Copy//

Sub Assistant Registrar

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To

The Fast-Track Court IV Metropolitan Magistrate Court,
George Town, Chennai.

+lcc to Mr.M.Aashish, Advocate, S.R.No.16923
+lcc to Mr.A.Ganesh, Advocate, S.R.No.16963

Cr1.O.P.No.29469 of 2018

SR(CO)
PM/25/03/2022