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IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CRM-M-28633-2019
DECIDED ON: 10th APRIL, 2023

ROHIT MEHTANI

PETITIONER

VERSUS

CHEMTECH AGRO CARE PVT. LTD. AND OTHERS

RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL.

Present: Mr. Ashish Grover, Advocate
for the petitioner.

Mr. Vikram Satpal Anand, Advocate for
Mr. Gaurav Singla, Advocate
for respondent No.1.

None for respondents No.2 to 4.

SANDEEP MOUDGIL, J (ORAL)

The jurisdiction of this Court under Section 482 Cr.P.C., has been invoked for quashing of complaint No. NACT/178/2019 dated 04.06.2019 titled as **“Chemtech Agro vs. Keyline Crop Science and others”**, which is pending with the Judicial Magistrate Ist Class, Sunam (Annexure P-6) and summoning order dated 04.06.2019 (Annexure P-7) along-with all subsequent proceedings arising therefrom.

Learned counsel for the petitioner has made an attempt to built up a case for quashing of the instant complaint only on two grounds only which are as under:-

(i) On the date i.e. on 22.04.2019 when the cheque was presented, the petitioner was not the Director of the company, as he had already resigned from the company on 21.11.2017, as is evident from resignation letter (Annexure P-1);

(ii) The blank cheque is not to be considered until or unless legal liability of debt of any nature accrues, which in the instant complaint according to the version of the complainant himself arose at the time of presentation of cheque on 22.04.2019, to which it was returned vide memo dated 22.04.2019 with the remarks "Funds Insufficient".

Learned counsel for respondent No.1 has contended that the legal liability as security arose in the instance complaint as a recurring cause as is evident from the plain reading of the instant petition itself wherein, the said cheque was submitted at the initial stage while purchasing of pesticides and the same was the security against the goods on 08.08.2017.

A perusal of resignation letter dated 21.11.2017 (Annexure P-1) makes it abundantly clear that the petitioner remained the Director of the Company till 20.01.2017 i.e. later to the issuance of cheque by the company. The another argument that the cheque was not a legal liability on the date i.e. 08.08.2017 which arose as a liability only on its presentation in the year 2019 and is of devoid of any merits only on the ground that the nature of transaction involved in the instant complaint is with regard to the sale and purchase of pesticides from the respondent-company of which the present petitioner was Director on 08.08.2017 admittedly, to which there is no dispute whatsoever.

Looking into the submissions made hereinabove, this Court is of the opinion that the cheque in question was given as a security at the time of beginning of sale and purchase of pesticides with the accused company by the petitioner and the company of which date he was the Director and resigned subsequently on 21.11.2017. Since the cause of action is recurring with each and every supply of goods on demand made by the petitioner or his company, it cannot be said that legal liability arose only at the time of presentation of cheque on 16.04.2019.

Both the arguments of learned counsel for the petitioner have dealt together and interconnected and devoid of any merits, as the petitioner was admittedly Director of the company at the time of presentation of cheque as a security along-with copy of PAN card, GST, license of all godowns vide letter of the even date, which were duly signed by accused No.4 as authorized signatory of accused No.1-company.

In the light of the afore-said discussion, the present petition is dismissed being devoid of any merits and also on the ground that the afore-said facts are required to be adduced and produced by leading evidence during the course of trial.

(SANDEEP MOUDGIL)
JUDGE

10th APRIL, 2023
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|---------------------------------|----------|
| 1. Whether speaking/ reasoned : | Yes / No |
| 2. Whether reportable : | Yes / No |