

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M No.2241 of 2024
Date of decision: 16th January, 2024

Meenu Jindal

... Petitioner

Versus

M/s Nihal Motor Financers

... Respondent

CORAM: HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL

Present: Mr. Deepanshu Mehta, Advocate for the petitioner.

MANJARI NEHRU KAUL, J.

1. The petitioner is seeking quashing of criminal complaint bearing No.COMA 1015/2022 titled 'M/s Jindal Motor Financers vs. Meenu Jindal' (Annexure P-1) and summoning order dated 06.04.2022 (Annexure P-2) passed by the Court of learned Judicial Magistrate 1st Class, Patiala.

2. Learned counsel for the petitioner inter alia contends that she has been erroneously summoned by the trial Court in total disregard to the statutory provisions. While drawing the attention of this Court to a hire purchase agreement annexed as Annexure P-3, it has been submitted that it is a matter of record that the aforementioned agreement was executed between her husband and the complainant Company; the petitioner was neither a signatory to the agreement nor a guarantor to the same. It has been further contended that subsequent to the hire purchase

agreement, a dispute arose between the husband of the petitioner and the complainant Company which however, was compromised vide compromise deed (Annexure P-4). However, the cheque in question had still been taken by the complainant Company by putting the petitioner under fear, threat and injury to both her as well as her family. It has been further submitted that a criminal complaint had also been filed by the petitioner in the said regard. In support, learned counsel has drawn the attention of this Court to the Enquiry Report which has been annexed as Annexure P-5.

3. A prayer has, therefore, been made for setting aside the impugned order dated 06.04.2022 vide which the petitioner had been summoned to face trial in the criminal complaint in question, as it was evident that the cheque in question had not been issued by the petitioner in discharge of any legally enforceable debt or liability.

4. I have heard learned counsel for the parties and perused the relevant material on record.

5. Learned counsel for the petitioner has raised disputed questions of facts, which cannot be gone into by this Court in the exercise of its inherent jurisdiction under Section 482 Cr.P.C. Whether the cheque in question was issued in the discharge of any legally enforceable debt or liability, or whether the cheque in question was obtained by the respondent/complainant after putting the petitioner in fear of injury etc. as has been vehemently asserted by the learned counsel for the petitioner,

would be a matter to be appreciated during trial after the parties lead their respective evidence.

6. Once the signatures on the cheque in question have not been disputed by the petitioner, a statutory presumption under Section 139 of the Negotiable Instruments Act, 1881 would arise in favour of the complainant and in case the accused petitioner wants to raise any factual defence to rebut this presumption, she would get ample opportunity to raise the same during trial. This Court would, thus, loathe to delve into the merits of the submissions made by the learned counsel for the petitioner at this stage. Accordingly, the present petition stands dismissed.

7. However, it is made clear that anything observed hereinabove shall not be construed to be an expression of opinion on the merits of the case.

(MANJARI NEHRU KAUL)
JUDGE

January 16, 2024
rps

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No