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

\+ CRL.M.C. 3020/2023 and CRL.M.A. 11368/2023

SANJAY KUMAR AGGARWAL ..... Petitioner

Through: Mr.Vinay Shankar Dubey, Advocate

versus

JEETESH CHHABRA ..... Respondent

Through: In person

CORAM:
HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

O R D E R

% **09.05.2024**

1. By way of present petition filed under Section 482 Cr.P.C., the petitioner assails the order dated 17.03.2023 passed by the learned ASJ, Karkardooma Courts, Delhi in Criminal Revision No.34/2023, whereby the order dated 15.11.2022 passed by learned MM w.r.t to an application filed under Section 143A NI Act came to be modified.

2. Vide order dated 15.11.2022, learned MM, on an application filed by the respondent/complainant, directed payment of interim compensation of Rs.4,40,000/- (20% ofthe cheque amount)to the respondent. In challenge to the said order, the revisional court modified the same and directed the petitioner/accused to pay a sum of Rs.3,00,000/- instead of Rs.4,40,000/.

3. A perusal of the present petition would show that the petitioner has admittedly taken a loan of Rs.15,00,000/-. It is also admitted that two cheques were given by the petitioner however, as security out of which, one was for Rs.15,00,000/- and the other was a blank cheque. The petitioner has also claimed to have deposited a sum of Rs.3,68,750/- in the account of the

respondent whereas the balance amount is claimed to have been paid in cash on different occasions.

4. The petition is accompanied by the criminal complaint pending before the trial court. The complainant had claimed that initially a sum of Rs.15,00,000/- was transferred in the account of the accused/petitioner through RTGS on 04.03.2017. Subsequently, a further sum of Rs.7,00,000/- was provided to the petitioner by way of cash as loan and thus, a total sum of Rs.22,00,000/- was given. In the complaint, the complainant has admitted to receiving a sum of Rs.3,68,750/- and claimed that the petitioner had agreed not to adjust the said sum of Rs.3,68,750/-against the loan amount. It was thus claimed that the entire liability of Rs.22,00,000/- remained unpaid. Subsequently, the two cheques for amounts of Rs.15,00,000/- and Rs.7,00,000/- were issued which when presented for encashment,were returned dishonoured with the remarks 'Payment Stopped by drawer'vide return memo dated 18.02.2020.

5. While the learned MM, in exercise of power provided under Section 143A NI Act, directed the petitioner to pay 20% of the amount under the subject two cheques, the revisional court while taking into account the admitted receipt of sum of Rs.3,68,750/- by the complainant, reduced the amount of interim compensation from Rs.4,40,000/- to Rs.3,00,000/-.

6. The petitioner has admitted to taking loan of Rs.15,00,000/- but claimed that the sum had already been repaid in cash. There is no receipt of such payment on the record. As such, the said contention has to be proved by leading evidence and the same is a matter of trial.

7. Considering the aforesaid, this Court is of the considered opinion that the order directing 20% of the cheque amount of Rs.15,00,000/- is justified

and calls for no interference. The petition is devoid of any merit. Accordingly, the same is dismissed alongwith the pending application.

MANOJ KUMAR OHRI, J

MAY 9, 2024/na