



2024:DHC:4865



* IN THE HIGH COURT OF DELHI AT NEW DELHI

Reserved on: 20.05.2024
Pronounced on: 02.07.2024

+ CRL.M.C. 1795/2022 & CRL.M.A. 7635/2022
+ CRL.M.C. 1894/2022 & CRL.M.A. 8072/2022

M/S BOOKS CYBERTECH PVT. LTD. & ANR.

..... Petitioners

Through: Mr.S.N. Tripathi, Mr.Ritesh
Tanwar, Ms.A.Tanwar &
Ms.Sunil Tiwari, Advs.

Versus

SATYASAI PANIGRAHY

..... Respondent

Through: Mr.Tribindh Kumar,
Mr.Subodh Kumar Jha &
Mr.Awnesh Kumar, Advs.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

J U D G M E N T

1. These petitions have been filed under Section 482 of the Code of Criminal Procedure, 1973 (in short, 'Cr.P.C.') seeking quashing of the Criminal Complaints, being CC NI Act No.300/2020, titled as *Satyasai Panigraphy v. Books Cybertech Pvt. Ltd.*, (in CRL.M.C. 1795/2022) pending adjudication before the Court of the learned Metropolitan Magistrate (NI Act)/Digital Court-05, South West District, Dwarka Courts, New Delhi; and CC NI Act No.275/2020 titled as *Satyasai Panigrahy v. Shubhrakant Shadangi*, (in CRL.M.C. 1894/2022) pending before the Court of the learned Metropolitan Magistrate (NI Act)/Digital Court-07, South West



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District, Dwarka Courts, New Delhi (hereinafter collectively referred to as 'Trial Courts') filed under Section 138 read with Section 142 of the Negotiable Instruments Act, 1881 (in short, 'NI Act').

2. As common issue arises for the consideration of this Court, the petitions are being considered and adjudicated upon by this common judgment.

Factual Background

3. The above complaints have been filed by the respondent, *inter alia*, alleging therein that the respondent was associated with the petitioner no. 1 company and also other companies forming a part of the group of companies controlled by the petitioner no. 2, thereby providing services to the petitioners.

4. In the complaints, it has been averred by the respondent that the petitioner no. 2 is the Chairman of the petitioner no. 1/accused no. 1 company and is engaged in managing the day-to-day affairs of the petitioner no. 1 company. It is further stated that the respondent was also one of the Directors of the above Company and was having approximately 3% shares in the group of companies that are being controlled by the petitioner no. 2. The respondent stated that he was also receiving remuneration from the said company.

5. It is further stated that the respondent resigned from the Directorship of the Companies on 21.06.2020. Post his resignation, the petitioner no. 2 took over the shares of the respondent and agreed to pay a sum of Rs.13,48,449/- as consideration thereof, in full and final settlement of all claims of the respondent. The petitioner no. 2 in



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this regard issued 19 post-dated cheques of its group companies against the aforementioned liability owed to the respondent. The cheques in question in the Complaints were also issued and signed by the petitioner no. 2 as part of the settlement.

6. It has been alleged that initially some of cheques were encashed and credited into the account of the respondent, but thereafter there came to be a delay in making of the payments. It is stated that one of the cheques in August, 2020 was dishonoured but upon the asking of the same to the petitioners, it was encashed.

7. It is alleged that the cheque in question in CRL.M.C. 1795/2022, that is, cheque bearing no. 115581 dated 10.10.2020 of an amount of Rs. 3,32,730/- was issued by the petitioner no. 2 on behalf of petitioner no. 1. It was one of the 19 cheques issued by the petitioner no. 2 in discharge of his liability. The said cheque was dishonoured *vide* Return Memo dated 13.10.2020.

8. In CRL.M.C. 1894/2022, the subject complaint states that three cheques, bearing nos. 115582, 115583, 115584 dated 30.09.2020 of an amount of Rs. 75,120/-, Rs. 8,000/-, and Rs. 4,000/-, respectively, again forming part of the same transaction and the 19 cheques, were issued by the petitioner no. 2 on behalf of petitioner no. 1. The said cheques were dishonoured *vide* Return Memo dated 07.10.2020.

9. On dishonour of cheques, the respondent issued a legal notice dated 21.10.2020 addressed to a company named M/s IBooks Institute Pvt. Ltd. (hereinafter referred to as 'IBooks') as also to the petitioner no. 2 herein. In reply dated 05.11.2020 to the said notices, the petitioner no. 2 stated that cheques in question have not been issued



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by IBooks. However, importantly, in the reply, the petitioners also stated as under:

“1.In August, 2020 we asked your client not to present the cheques for clearance due to the tight financial situation of the company due to pandemic was the reason, which your client was well aware of and additionally the payments to him were subject to the clearance of the bills of the DMF project handled by him.”

10. As the payment was not made by the petitioners, the respondent proceeded to file the above complaints.

11. It is to be noted that even after the assertion made by the petitioner no. 2, in his reply dated 05.11.2020, that the Legal Notice dated 21.10.2020 was addressed to IBooks Institute, who was not the drawer of the cheques, and not to petitioner no. 1 herein, who was the actual drawer of the cheque, the respondent took no steps to send another notice or issue a corrigendum notice to the petitioners before filing of the Complaints. However, in the Complaints, the petitioner no. 1 and not IBooks Institute was impleaded as the accused no. 1.

Proceedings before the learned Trial Court:

12. It appears that while in CC NI Act No.275/2020, the learned Metropolitan Magistrate did not notice this discrepancy and issued summons to the petitioners vide its order dated 21.12.2020 in the said Complaint, in CC NI Act No.300/2020, the learned Metropolitan Magistrate noticed this discrepancy and was satisfied with the explanation tendered by the respondent that as the petitioner no. 2 is the Director of the petitioner no. 1, notice to the Director is notice to



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the Company and therefore, the pre-condition for filing of the complaint was met, and proceeded to issue summons to the petitioners, vide its order dated 05.01.2021.

13. Aggrieved of the above, the petitioners have filed the present petitions seeking quashing of the said Complaints.

Submissions of the learned counsel for the petitioners

14. The learned counsel for the petitioners, placing reliance on the judgments of the Supreme Court in *Aneeta Hada v. M/s Godfather Travels & Tours Pvt. Ltd.*, (2012) 5 SCC 661; *Anil Gupta v. Star India Pvt. Ltd. & Anr.*, (2014) 10 SCC 373; *N. Harihara Krishnan v. J. Thomas*, (2018) 13 SCC 663; *Himanshu v. B. Shivamurthy & Anr.*, (2019) 3 SCC 797; and *Hindustan Unilever Limited v. The State of Madhya Pradesh*, (2020) 10 SCC 751, and of the High Court of Madhya Pradesh in *Anil Kumar Lohadiya v. Ramlal Gupta (Deceased) Through Lrs.*, 2022 SCC OnLine MP 5993, submits that as the notice of demand under Section 138 of the NI Act was not issued in the name of the drawer company, that is, petitioner no. 1, therefore, the cause of action for filing of the complaint under Section 138 read with Section 142 of the NI Act had not fructified and the complaint is liable to be dismissed.

15. The learned counsel for the petitioners submits that the legal notice issued to 'M/s IBooks Institute Pvt. Ltd.', which is a separate entity from 'M/s Books Cybertech Pvt. Ltd.', that is the petitioner no.1 herein. He submits that merely because the notice was also addressed to the petitioner no. 2, the lacuna in the notice cannot be said to be



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rectified and therefore, the condition precedent for filing of the complaint was not fulfilled by the respondent, and the complaint is liable to be dismissed against both the petitioners.

Submissions of the learned counsel for the respondent

16. On the other hand, the learned counsel for the respondent, placing reliance on the judgment of the Supreme Court in ***Bilakchand Gyanchand Co. v. A. Chinnaswami***, (1999) 5 SCC 693; ***Rajneesh Aggarwal v. Amit J. Bhalla***, (2001) 1 SCC 631; ***C.C. Alavi Haji v. Palapetty Muhammed & Anr.***, (2007) 6 SCC 555 ; and of this Court in ***Sarabjit Singh v. State of NCT of Delhi & Ors.***, 2018 SCC OnLine Del 12257, submits that as the notice was duly addressed to the petitioner no. 2, who is the Chairman of the petitioner no.1 Company, that is, M/s Books Cybertech Pvt. Ltd., therefore, it would be considered an adequate service of notice in terms of Proviso (b) to Section 138 of the NI Act to the drawer of the cheques, that is, petitioner no.1 company.

17. He further submits that the cheques in question were issued by the petitioner no. 1 company and signed by petitioner no. 2. The said cheques also categorically mention that the said cheques have been issued by the petitioners for purchase of shares of respondent in IBooks, thereby acknowledging the liability of the petitioners. He submits that the petitioner no. 2, intentionally, issued cheques of his group companies in discharge of his liability. The petitioner no. 2, therefore, cannot take benefit of an inadvertent mistake in the notice in as much as it was issued to IBooks instead of in the name of the



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petitioner no. 1. The petitioner no. 2 was fully aware of the liability of the petitioners towards the said cheques.

Analysis and Findings

18. I have considered the submissions made by the learned counsels for the parties.

19. The short question for consideration arising in the present petitions is whether the service of notice of demand under Section 138 of the NI Act will be deemed to be complete if the said notice of demand was served only on the director of the accused company and not on the accused company itself.

20. Section 138 of the NI Act reads as under:

“138. Dishonour of cheque for insufficiency, etc., of funds in the account.—

Where any cheque drawn by a person on an account maintained by him with a banker for payment of any amount of money to another person from out of that account for the discharge, in whole or in part, of any debt or other liability, is returned by the bank unpaid, either because of the amount of money standing to the credit of that account is insufficient to honour the cheque or that it exceeds the amount arranged to be paid from that account by an agreement made with that bank, such person shall be deemed to have committed an offence and shall, without prejudice to any other provision of this Act, be punished with imprisonment for a term which may be extended to two years, or with fine which may extend to twice the amount of the cheque, or with both:

Provided that nothing contained in this section shall apply unless--

(a) the cheque has been presented to the bank within a period of six months from the date on



which it is drawn or within the period of its validity, whichever is earlier;

(b) the payee or the holder in due course of the cheque, as the case may be, makes a demand for the payment of the said amount of money by giving a notice; in writing, to the drawer of the cheque, within thirty days of the receipt of information by him from the bank regarding the return of the cheque as unpaid; and

(c) the drawer of such cheque fails to make the payment of the said amount of money to the payee or, as the case may be, to the holder in due course of the cheque, within fifteen days of the receipt of the said notice.

Explanation.— For the purposes of this section, “debt of other liability” means a legally enforceable debt or other liability.”

21. A reading of proviso (b) to Section 138 of the NI Act shows that issuing a notice of demand to the drawer of the cheque is a pre-requisite for filing a complaint under Section 138 of the NI Act. However, the objective of issuing a notice of demand under proviso (b) is to give an opportunity to the drawer to pay the cheque amount within 15 days of service of notice and thereby free himself from the penal consequences of Section 138 of the NI Act.

22. The Supreme Court in ***C.C. Alavi Haji*** (supra), while examining the object of the proviso, has opined as under:

“6. As noted hereinbefore, Section 138 of the Act was enacted to punish unscrupulous drawers of cheques who, though purport to discharge their liability by issuing cheque, have no intention of really doing so. Apart from civil liability, criminal liability is sought to be imposed by the said provision on such unscrupulous drawers of cheques. However, with a view to avert unnecessary prosecution of an honest drawer of the cheque and with a view to give an opportunity to him to make



amends, the prosecution under Section 138 of the Act has been made subject to certain conditions. These conditions are stipulated in the proviso to Section 138 of the Act, extracted above. Under Clause (b) of the proviso, the payee or the holder of the cheque in due course is required to give a written notice to the drawer of the cheque within a period of thirty days from the date of receipt of information from the bank regarding the return of the cheque as unpaid. Under Clause (c), the drawer is given fifteen days' time from the date of receipt of the notice to make the payment and only if he fails to make the payment, a complaint may be filed against him. As noted above, the object of the proviso is to avoid unnecessary hardship to an honest drawer. Therefore, the observance of stipulations in quoted Clause (b) and its aftermath in Clause (c) being a precondition for invoking Section 138 of the Act, giving a notice to the drawer before filing complaint under Section 138 of the Act is a mandatory requirement.

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16. *As noticed above, the entire purpose of requiring a notice is to give an opportunity to the drawer to pay the cheque amount within 15 days of service of notice and thereby free himself from the penal consequences of Section 138. In D. Vinod Shivappa v. Nanda Belliappa, (2006) 6 SCC 456, this Court observed: (SCC p. 462, para 13)*

“One can also conceive of cases where a well-intentioned drawer may have inadvertently missed to make necessary arrangements for reasons beyond his control, even though he genuinely intended to honour the cheque drawn by him. The law treats such lapses induced by inadvertence or negligence to be pardonable, provided the drawer after notice makes amends and pays the amount within the prescribed period. It is for this reason that Clause (c) of



proviso to Section 138 provides that the section shall not apply unless the drawer of the cheque fails to make the payment within 15 days of the receipt of the said notice. To repeat, the proviso is meant to protect honest drawers whose cheques may have been dishonoured for the fault of others, or who may have genuinely wanted to fulfil their promise but on account of inadvertence or negligence failed to make necessary arrangements for the payment of the cheque. The proviso is not meant to protect unscrupulous drawers who never intended to honour the cheques issued by them, it being a part of their modus operandi to cheat unsuspecting persons.”

17. It is also to be borne in mind that the requirement of giving of notice is a clear departure from the rule of criminal law, where there is no stipulation of giving of a notice before filing a complaint. Any drawer who claims that he did not receive the notice sent by post, can, within 15 days of receipt of summons from the court in respect of the complaint under Section 138 of the Act, make payment of the cheque amount and submit to the court that he had made payment within 15 days of receipt of summons (by receiving a copy of complaint with the summons) and, therefore, the complaint is liable to be rejected. A person who does not pay within 15 days of receipt of the summons from the court along with the copy of the complaint under Section 138 of the Act, cannot obviously contend that there was no proper service of notice as required under Section 138, by ignoring statutory presumption to the contrary under Section 27 of the GC Act and Section 114 of the Evidence Act. In our view, any other interpretation of the proviso would defeat the very object of the legislation. As observed in K. Bhaskaran v. Sankaran Vaidhyan Balan &



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Anr., (1999) 7 SCC 510, if the “giving of notice” in the context of Clause (b) of the proviso was the same as the “receipt of notice” a trickster cheque drawer would get the premium to avoid receiving the notice by adopting different strategies and escape from legal consequences of Section 138 of the Act.”
(Emphasis Supplied)

23. The above discussion makes it abundantly clear that the objective of serving a demand notice to the person accused of an offence under Section 138 of the NI Act is to give an opportunity to the drawer to pay the cheque amount within 15 days of service of notice and thereby free himself from the penal consequences of Section 138 of the NI Act. In fact, the Supreme Court goes on to hold that a person who does not pay within 15 days of receipt of the summons from the court along with the copy of the complaint under Section 138 of the NI Act, cannot contend that there was no proper service of notice as required under Section 138 of the NI Act.

24. As far as the specific issue raised in the present petitions is concerned, in ***Bilakchand Gyanchand Co.*** (supra), the Supreme Court had set aside the order of the High Court which had held that as the notice of demand was addressed to the Director of the Company and not to the Company, the Complaint was not maintainable. The Supreme Court observed as under:

“3. The respondent moved an application before the Magistrate asking him to recall the process. Having failed in this attempt, a petition under Section 482 CrPC was filed in the High Court. The High Court by the impugned judgment came to the conclusion that notice under Section 138 was sent by the appellant herein to A. Chinnaswami at his



office address but this could not mean that the notice was sent to the Company itself. On this ground alone, the High Court allowed the petition and quashed the complaint which was filed.

4. In our opinion, the High Court erred in quashing the complaint. It is evident that proceedings were initiated by the appellant against A. Chinnaswami who happened to be the Managing Director of Shakti Spinners Ltd. The cheques in question which were dishonoured were signed by him. The process was issued by the Judicial Magistrate in his name. We see no infirmity in the notice issued under Section 138 addressed to A. Chinnaswami, who was a signatory of the said cheques. The High Court, in our opinion, clearly fell in error in allowing the petition under Section 482 CrPC and in quashing the complaint and setting aside the proceedings pending before the Judicial Magistrate.”

25. Following the above judgment, in **Rajneesh Aggarwal** (supra), the Supreme Court again held that the High Court had erred in recording a finding that there was no notice to the drawer of the cheque when the notice had been addressed to the Director of the Company who had also signed the cheque in question. The Supreme Court held as under:-

“6. Having regard to the contentions raised by the counsel for the parties, two questions really arise for our consideration:

(1) Was the High Court justified in coming to the conclusion that the drawer has not been duly served with notice for payment?

(2) xxxxxx

So far as the first question is concerned, it is no doubt true that all the three requirements under clauses (a), (b) and (c) must be complied with before the offence under Section 138 of the Negotiable



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Instruments Act can be said to have been committed and Section 141 indicates as to who would be the persons, liable in the event the offence is committed by a company. The High Court itself on facts, has recorded the findings that Conditions (a) and (b) under Section 138 having been duly complied with and, therefore, the only question is whether the conclusion of the High Court that Condition (c) has not been complied with, can be said to be in accordance with law. Mere dishonour of a cheque would not raise to a cause of action unless the payee makes a demand in writing to the drawer of the cheque for the payment and the drawer fails to make the payment of the said amount of money to the payee. The cheques had been issued by M/s Bhalla Techtran Industries Limited, through its Director Shri Amit Bhalla. The appellant had issued notice to said Shri Amit J. Bhalla, Director of M/s Bhalla Techtran Industries Limited. Notwithstanding the service of the notice, the amount in question was not paid. The object of issuing notice indicating the factum of dishonour of the cheques is to give an opportunity to the drawer to make the payment within 15 days, so that it will not be necessary for the payee to proceed against in any criminal action, even though the bank dishonoured the cheques. It is Amit Bhalla, who had signed the cheques as the Director of M/s Bhalla Techtran Industries Ltd. When the notice was issued to said Shri Amit Bhalla, Director of M/s Bhalla Techtran Industries Ltd., it was incumbent upon Shri Bhalla to see that the payments are made within the stipulated period of 15 days. It is not disputed (sic alleged) that Shri Bhalla has not signed the cheques, nor is it disputed (sic alleged) that Shri Bhalla was not the Director of the company. Bearing in mind the object of issuance of such notice, it must be held that the notices cannot be construed in a narrow technical way without examining the substance of the matter. We really fail to understand as to why the judgment of this Court in M/s



Bilakchand Gyanchand Co. v. A. Chinnaswami, (1999) 5 SCC 693, will have no application. In that case also criminal proceedings had been initiated against A. Chinnaswami, who was the Managing Director of the company and the cheques in question had been signed by him. In the aforesaid premises, we have no hesitation to come to the conclusion that the High Court committed error in recording a finding that there was no notice to the drawer of the cheque, as required under Section 138 of the Negotiable Instruments Act. In our opinion, after the cheques were dishonoured by the bank the payee had served due notice and yet there was failure on the part of the accused to pay the money, who had signed the cheques, as the Director of the company. The impugned order of the High Court, therefore, is liable to be quashed.”

26. This court in **Sarabjit Singh** (supra), while analysing the above, has also answered the issue raised in these petitions against the petitioners, by observing as under:

“5. It needs to be noted that in the criminal complaint, the second respondent was described (in para 2) as the accused company which had been acting through its director (i.e. third respondent), the liability represented by the three cheques being of the said company, the said cheques having been issued against its account. After the said cheques had been returned unpaid, the complainant had sent a legal notice of demand on 01.11.2007. It does appear that the said notice of demand was addressed to the third respondent. But then, it is also clear that the third respondent was not called upon by the said demand notice to be accountable for any personal liability. Reference was made to the three cheques, which concededly had been issued against the account of the company. The notice thus was



addressed to the third respondent in his capacity as the director of the company accused, calling him upon to pay against the cheques which had been returned dishonoured. That the notice of demand was directed against the company is how the said notice of demand was understood not only by the third respondent but also by the second respondent. This is reflected by the fact that the reply dated 19.11.2007 to the demand notice was sent not by the third respondent but for and on behalf of the company i.e. the second accused by its authorized representative.

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*7. The scrutiny of the case by the revisional court for purposes of examining as to whether the Metropolitan Magistrate could have exercised the jurisdiction under Section 319 Cr. P.C. was apparently mis-directed. It examined the case from the perspective of its maintainability against the third respondent which was not a correct approach. It ignored the settled principle that notice to director of the company was sufficient notice to the company. [see *Bilakchand Gyanchand Co. v. A. Chinnaswami*, (1999) 5 SCC 693]. In the present case, as already noticed, this is how both the third respondent and the second respondent understood and construed the demand notice to which reply was sent on 19.11.2007 by the second respondent.”*

27. The above judgment of this court in ***Sarabjit Singh*** (supra) has been upheld by the Supreme Court in ***M Tech Developers (P) Ltd. v. State (NCT of Delhi) & Ors.***, (2019) 14 SCC 806. Therefore, it is a settled law that service of notice of demand on the director of accused company who has also signed the cheque in question is a valid service of notice and compliance with the pre-requisite stipulated under Proviso (b) to Section 138 of the NI Act.



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28. Applying the above principles to the facts of the present case, it is to be noted that the cheques in question are signed by the petitioner no. 2 for and on behalf of the petitioner no. 1. Petitioner no. 2 is stated to be the Chairman of not only the petitioner no. 1-Company, but also of the Group of Companies, including IBooks. The cheques in question are claimed to have been issued in discharge of one common liability, where not only the cheques of petitioner no. 1 but also IBooks were issued by the petitioner no. 2. There were a total of 19 cheques issued by the petitioner no. 2, including of other Companies, like Books Infobowls Pvt. Ltd., Books Database Pvt. Ltd., Books iFinance Consultancy Pvt. Ltd., etc.. The petitioner no. 2 was therefore, well aware that though the cheques in question were not issued by IBooks, they were issued by the petitioner no. 1, which is also a Company under his control and management. In spite of service of the notice, the petitioner no. 2, instead of making the payment of the cheque amount, raised a dispute on the liability to pay the same and also stated that the cheques were not issued by IBooks, the addressee no. 1 in the notice. The defence that the notice was wrongly addressed to IBooks instead of the petitioner no. 1, therefore, cannot come to the aid of the petitioners, especially where the complaints in question are rightly filed making the petitioner no.1-company as an accused.

29. In *Aneeta Handa* (supra), the Supreme Court has held that an authorised signatory of a company becomes a drawer as he has been authorised to do so in respect of the account maintained by the



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Company. Therefore, even testing on this standard, the notice was duly addressed to the drawer of the cheques in question.

30. As far as the judgments cited by the learned counsel for the petitioners are concerned, they all deal with a situation where the Company against whose account the cheques had been drawn, had not been made an accused in the complaint filed under Section 138 read with Section 141 of the NI Act. The Supreme Court held that in absence of the Company, a Complaint only against the Director of the said Company is not maintainable. In the present case, however, the Company, that is the petitioner no. 1, has also been the accused. Therefore, the said judgments will not come to the aid of the petitioners.

31. At this point, I must also remind myself that the Supreme Court has repeatedly cautioned that the powers under Section 482 of the Cr.P.C. cannot be used to scuttle a complaint or an FIR at an initial stage, especially where a disputed question of fact is involved. The power is to be exercised sparingly and only in the rarest of the rare cases. Reference in this regard may be had to the judgment of the Supreme Court in ***Rathish Babu Unnikrishnan v. State (NCT of Delhi) & Anr.***, 2022 SCC OnLine SC 513, wherein the Supreme Court held as under:

“16. The proposition of law as set out above makes it abundantly clear that the Court should be slow to grant the relief of quashing a complaint at a pre-trial stage, when the factual controversy is in the realm of possibility particularly because of the legal presumption, as in this matter. What is also of note is that the factual defence without having



to adduce any evidence need to be of an unimpeachable quality, so as to altogether disprove the allegations made in the complaint.

17. The consequences of scuttling the criminal process at a pre-trial stage can be grave and irreparable. Quashing proceedings at preliminary stages will result in finality without the parties having had an opportunity to adduce evidence and the consequence then is that the proper forum i.e., the trial Court is ousted from weighing the material evidence. If this is allowed, the accused may be given an un-merited advantage in the criminal process. Also because of the legal presumption, when the cheque and the signature are not disputed by the appellant, the balance of convenience at this stage is in favour of the complainant/prosecution, as the accused will have due opportunity to adduce defence evidence during the trial, to rebut the presumption.

18. Situated thus, to non-suit the complainant, at the stage of the summoning order, when the factual controversy is yet to be canvassed and considered by the trial court will not in our opinion be judicious. Based upon a prima facie impression, an element of criminality cannot entirely be ruled out here subject to the determination by the trial Court. Therefore, when the proceedings are at a nascent stage, scuttling of the criminal process is not merited.”

32. In view of the above, I find no merit in the present petitions. The same are, accordingly, dismissed.

33. The pending applications are also disposed of being rendered infructuous. There shall be no order as to costs.

34. It is hereby made clear that this Court has not expressed any opinion on the merits of the Complaint Cases and any observation



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made hereinabove shall not, in any manner, prejudice the petitioners in their defence in the Complaint cases.

NAVIN CHAWLA, J

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Click here to check corrigendum, if any

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