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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 5089/2023, CRL.M.A. 19330/2023**

KAYO ENTERPRISES PVT LTD & ORS. Petitioners
Through: **Mr. Abhishek, Advocate.**

versus

STATE GOVT OF NCT OF DELHI & ANR. Respondents
Through: **Mr. Nawal Kishore Jha, APP for State**
with SI Jitender Singh, P.S. Malviya
Nagar.

16. **CRL.M.C. 5190/2023, CRL.M.A. 19761/2023**

KAYO ENTERPRISES PVT LTD & ORS. Petitioners
Through: **Mr. Abhishek, Advocate.**

versus

STATE OF NCT OF DELHI & ANR. Respondents
Through: **Mr. Nawal Kishore Jha, APP for State**
with SI Jitender Singh, P.S. Malviya
Nagar.

17. **CRL.M.C. 6344/2023, CRL.M.A. 23766/2023**

KAYO ENTERPRISES PVT LTD & ORS. Petitioners
Through: **Mr. Abhishek, Advocate.**

versus

STATE OF NCT OF DELHI & ANR. Respondents
Through: **Mr. Nawal Kishore Jha, APP for State**
with SI Jitender Singh, P.S. Malviya
Nagar.



CORAM:
HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

28.05.2024

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1. Since the parties in the petitions are common and common submissions have been addressed, the above-noted petitions are taken up for consideration and disposed of vide this common order.
2. Petitioners, who have been arrayed as accused in the proceedings initiated by respondent No.2 under Section 138 of the NI Act, seek quashing of Complaint Case Nos. 4170/2020 and 5229/2020 as well as the summoning orders dated 05.03.2021 passed in the aforementioned complaint cases. It is submitted that impugned orders are challenged on the premise that parties had entered into a Settlement Agreement w.r.t a case registered under the Scheduled Caste and Scheduled Tribe (Prevention of Atrocities) Act, 1989. Learned counsel submits that respondent No.2 has failed to adhere to the terms of the settlement, and therefore, the petitioners are not liable to pay any sums under the subject cheques.
3. The petitions are resisted by learned counsel for respondent No.2 who states that the subject cheques were issued towards the comprehensive settlement of Rs.6.75 crores. It is further submitted that respondent No.2 has not only invested money for building *Esquire Club* at *Samrat Hotel* but has also provided his expertise for running the same. It is further submitted that petitioners had made part payment out of the existing liability of Rs.6.75 crores, however, the subject cheques for Rs.50,000/- each got dishonoured.
4. On hearing learned counsels for the parties, it emerges that the issue as to whether the subject cheques issued in terms of the settlement



agreement, which both party claim that the other has failed to perform, is a disputed question of fact which requires trial by leading evidence by the respective party. Accordingly, I do not find any ground to entertain present petitions and the same are dismissed alongwith pending applications.

MAY 28, 2024
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MANOJ KUMAR OHRI, J