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

% **Date of order: 23rd December, 2024**

\+ CRL.M.C. 5853/2023 & Crl.M.A.22024/2023 (for stay)

JAGPREET KALSI & ANR. .....Petitioners
Through: Dr. Manish Aggarwal along with Ms. Barnali Paul and Ms. Hardikaa Kalia, Advocates

versus

RAJESH RAKHEJA .....Respondent
Through: Mr. Aalam Bir Singh Nijjar, Advocate

CORAM:
HON'BLE MR. JUSTICE CHANDRADHARISINGH

ORDER

CHANDRADHARISINGH, J (Oral)

1. The instant petition under Section 482 of the Code of Criminal Procedure, 1973 (hereinafter as the "Code") [now under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter as the "BNSS")] has been filed on behalf of the petitioners seeking the following reliefs:

> *"(i) Pass an order thereby setting aside the order dated 03.08.2023 passed by Sh. Vishal Singh, ASJ, (South- East Dist.) Saket Courts, New Delhi in Criminal Revision No. 455/2022 qua the Petitioners; and*
> *(ii) Pass an order thereby Quashing the proceedings arising out of Complaint no. 4971/2020 dated 12.10.2020 u/s 138 NI Act, 1881 qua the Petitioners;*
> *(iii) Pass an order thereby directing to call the Trial court record;"*

2. The brief facts of the case, as per the complaint bearing no. 4971/2020, which led to the filing of the instant petition are as follows:

a. The partnership firm namely, M/s PJH Enterprises, petitioner no. 1, petitioner no. 2 and one Mr. Harkaran Singh are the accused in the aforesaid complaint.

b. The respondent/complainant is the owner of the property bearing no. 6, Sant Nagar, East of Kailash, New Delhi, which consists of a basement, first, second and third floors. In November, 2018, the complainant was approached by the accused persons seeking the lease of the Ground Floor of property bearing no. 6, Sant Nagar, East of Kailash, New Delhi admeasuring 2050 square feet (hereinafter as the "subject property") for a period of 5 years for commercial purposes.

c. Accordingly, the Lease Deed with respect to the subject property was executed on 18th December, 2018, wherein it was agreed that the accused will have to pay a sum of Rs. 2,16,000/- (inclusive of GST) as monthly rent.

d. Thereafter, M/s PJH Enterprises was registered as a partnership firm with the petitioner no. 1 and 2 as partners and Mr. Harkaran Singh as the Authorised Representative/Signatory of the firm.

e. As per the Lease Deed, the parties therein agreed to have an 18-month lock-in period and the date of paying the rent commenced from 14^{th} January, 2019. The possession of the subject property was given to the accused by the complainant on 27th February, 2019.

f. Subsequently, the accused failed to pay the monthly rent for the subject property, however, have issued 14 cheques in favour of the complainant. Thereafter, the complainant presented 9 cheques out of the 14 cheques, which were dishonoured for having "insufficient funds" upon presentation in the concerned Bank.

g. The complainant herein then issued a demand notice dated 1st September, 2020 demanding the payment of the due amount, however, no such payment was made by the accused.

h. Aggrieved by the same, the complainant filed the aforesaid complaint before the learned Chief Metropolitan Magistrate, Saket Courts, New Delhi under Section 138 of Negotiable Instruments Act, 1881 (hereinafter as the "NI Act").

i. Thereafter, summons were issued against the accused persons vide order dated 6th April, 2021. Aggrieved by the same, the petitioner no. 1 and 2 filed a revision petition before the learned Session Judge, South-East District, Saket Courts, New Delhi (hereinafter as the "Revisional Court").

j. However, vide order dated 3rd August, 2023 (hereinafter as the "impugned order"), the learned Revisional Court held that a prima facie case exists against the petitioners herein only with respect to the two cheques bearing no. 852747 dated 15th March, 2020 and 852750 dated 30th March, 2020, respectively.

k. Aggrieved by the same, the petitioners filed the instant petition seeking quashing of the impugned complaint and setting aside of the impugned order.

3. Learned counsel for the petitioners submitted that the petitioners herein are innocent and have been falsely implicated in the present case as the petitioners were not involved in issuing the said cheques to the complainant.

4. It is submitted that no *prima facie* case is made out against the petitioners as they were not involved in the day-to-day affairs of the accused-firm. Moreover, it is submitted that no specific averments were made in the impugned complaint by the complainant, which is a pre-requisite for commission of the offence under Section 141 of the NI Act.

5. It is submitted that the petitioners herein had no knowledge regarding the issuance of the said cheques as they were issued by Mr. Harkaran Singh, who is the Authorised Signatory of the accused-firm and therefore, they were not actively involved in managing the daily affairs of the accused-firm.

6. It is submitted that it is a settled position of law that the Directors/partners who are in charge and responsible for the conduct of company's/firm's affairs at the relevant time of commission of offence shall be held liable under Sections 138/141 of the NI Act. However, the

petitioners were not involved in issuing the said cheques to the complainant and in maintaining the affairs of the company. Therefore, no offence under Section 138 and 141 of the NI Act is made out against the petitioners.

7. It is submitted that the complainant did not satisfy the criteria laid down under Section 138 of the NI Act as a single demand notice was sent for the dishonour of 9 cheques, which were presented on different dates, thereby, arising different cause of actions.

8. In view of the foregoing submissions, it is prayed that the instant petition may be allowed.

9. *Per contra*, learned counsel for the respondent vehemently opposed the instant petition and submitted that the instant complaint cannot be quashed by exercising the powers under Section 482 of the Code as *prima facie* material is available against the petitioners for being liable under Sections 138 and 141 of the NI Act.

10. It is submitted that the petitioners herein have been actively involved in the entire transaction of taking possession of the subject property, which was taken in the name of the accused-firm.

11. It is submitted that the said cheques were issued as part of the one single transaction i.e., Possession Letter dated 27th February, 2020 and therefore, issuance of a single demand notice for the dishonour of the said cheques is valid as the cause of action arose with the dishonour of the presentation of last cheque in the said transaction.

12. It is submitted that specific averments were made by the complainant in the complaint regarding the involvement of the petitioners in the said

transaction, thereby satisfying the criteria laid down under Sections 138/141 of the NI Act.

13. It is further submitted that the petitioners, being the partners of the accused-firm, were involved in the day-to-day affairs of the firm at the time of issuance of the said cheques to the complainant and therefore, the petitioners are liable under Sections 138 and 141 of the NI Act.

14. It is submitted that the learned Revisional Court is right in passing the impugned order, thereby, observing a *prima facie* case under Sections 138/141 of the NI Act against the petitioners with respect to the two cheques bearing nos. 852747 and 852750 respectively.

15. Therefore, in light of the aforementioned submissions, it is prayed that the instant petition may be dismissed.

16. Heard learned counsel for the parties and perused the record.

17. It is pertinent to note that the limited question for adjudication before this Court is whether this Court can exercise inherent powers under Section 482 of the Code (Section 528 of the BNSS) for quashing the complaint bearing no. 4971/2020 and impugned order dated 3rd August, 2023.

18. At the outset, it is imperative to understand the scope of interference of this Court under Section 482 of the Code i.e., Section 528 of the BNSS, wherein, this Court is bestowed with the inherent jurisdiction to exercise its powers to either "prevent any abuse of process of law" or "secure the ends of justice". However, the said terminologies are devoid of any specific definition due to its wide ambit and therefore, the determination as to whether the case falls within the scope of the aforesaid term lies with the

Court and must be testified based on the established principles of law. Moreover, under this provision, the Court must exercise its powers sparingly, cautiously and in exigent cases.

19. However, the Court can exercise its inherent powers under Section 482 of the Code to quash complaints and criminal proceedings emanating therefrom, if it does not constitute a *prima facie* offence against the accused and the same was elaborately dealt with by the Hon'ble Supreme Court in the case of ***Indian Oil Corporation v. NEPC India Limited and Others,* (2006) 6 SCC 736**.

20. Now adverting to the instant case.

21. It is the case of the petitioners that the offence under Sections 138 and 141 of the NI Act are not made out as they were unaware of the issuance of cheques in favour of the complainant and had no knowledge about the said transaction.

22. Therefore, this Court will examine whether the instant case satisfies the ingredients of Section 138 and 141 of the NI Act, wherein, the former deals with the dishonour of cheque and the latter deals with the company's/firm's liability in dishonour of cheque. For the purpose of convenience, the said provisions are reproduced hereinunder:

> "***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 provisions 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 or other liability" means a legally enforceable debt or other liability.]"

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"141. Offences by companies. —

(1)If the person committing an offence under section 138 is a company, every person who, at the time the offence was committed, was in charge of, and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any person liable to punishment if he proves that the offence was committed without his knowledge, or that he had exercised all due diligence to prevent the commission of such offence:
Provided further that where a person is nominated as a Director of a company by virtue of his holding any office or employment in the Central Government or State Government or a financial corporation owned or controlled by the Central Government or the State Government, as the case may be, he shall not be liable for prosecution under this Chapter.
(2)Notwithstanding anything contained in sub-section (1), where any offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of, or is attributable to, any neglect on the part of, any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of that offence and shall be liable to be proceeded against and punished accordingly.
Explanation.—
For the purposes of this section,—
(a)"company" means any body corporate and includes a firm or other association of individuals; and
(b)"director", in relation to a firm, means a partner in the firm."

23. Upon perusal of Section 138 of the NI Act, it is observed that the said provision deals with the offence of dishonour of cheque and lays down certain criteria to be satisfied in order to make out a case under this provision. It is observed that after a cheque is returned for insufficient funds in the account, a notice demanding the repayment of the due amount should be issued by the payee to the drawer within a time period of thirty (30) days

from the date on which the cheque was returned. Moreover, the provision also provides the drawer with a statutory period of fifteen (15) days to repay the due amount from the date of receipt of the demand notice. However, if the drawer fails to pay the due amount within the said statutory period, then an offence under Section 138 of the NI Act is deemed to have been committed.

24. In the instant case, the accused-firm issued a total of 14 cheques for the discharge of their liability i.e., for the payment of rent for the subject property. After being told to present the cheques in the concerned Bank, the complainant presented 9 out of 14 cheques to the concerned Bank, which were dishonoured for insufficiency of funds. The details of the said cheques are as follows:

(a) Cheque bearing no. 055227 dated 15th February, 2020 for an amount of Rs. 1,87,336/-, which was dishonoured vide memo dated 5th March, 2020.

(b) Cheque bearing no. 072399 dated 15th March, 2020 for an amount of Rs. 1,87,336/- which was dishonoured vide memo dated 27th March, 2020.

(c) Cheque bearing no. 852747 dated 15th March, 2020 for an amount of Rs. 1,90,000/- which was dishonoured vide memo dated 27th March, 2020.

(d) Cheque bearing no. 055230 dated 15th April, 2020 for an amount of Rs. 1,87,336/- which was dishonoured vide memo dated 21st May, 2020.

(e) Cheque bearing no. 055229 dated 15th May, 2020 for an amount of Rs. 1,87,336/- which was dishonoured vide memo dated 21st May, 2020.

(f) Cheque bearing no. 852750 dated 30th March, 2020 for an amount of Rs. 1,76,400/- which was dishonoured vide memo dated 21st May, 2020.

(g) Cheque bearing no. 055228 dated 15th June, 2020 for an amount of Rs. 1,87,336/- which was dishonoured vide memo dated 17th June, 2020.

(h) Cheque bearing no. 055235 dated 15th July, 2020 for an amount of Rs. 1,33,813/- which was dishonoured vide memo dated 16th July, 2020.

(i) Cheque bearing no. 055236 dated 15th August, 2020 for an amount of Rs. 1,33,813/- which was dishonoured vide memo dated 19th August, 2020.

25. It is imperative to mention that the aforementioned cheques (a), (b), (d), (e), (g), (h) and (i) were drawn on ICICI Bank, Punjabi Bagh, New Delhi, which were signed by Mr. Harkaran Singh in his name. However, cheques (c) and (f) were drawn on YES Bank, East of Kailash, which were signed by Mr. Harkaran Singh on behalf of the accused-firm as an Authorised Signatory.

26. At this juncture, it pertinent to mention the contention of the petitioners that the offence under Section 138 of the NI Act is not made out

as a single demand notice was sent for the dishonour of all the cheques collectively, which were presented on different dates, thereby, giving rise to different cause of actions.

27. This Court has perused the Possession Letter dated 27th February, 2020, which is part of the Lower Court Record. It is observed that the aforementioned cheques, (a) to (i), are part of the same transaction, i.e., the possession of the subject property. It is a settled principle of law that the cheques arising out of the same transaction can be tried together as one subject matter, especially with respect to the offences under Section 138 of the NI Act. This was observed by the Hon'ble Supreme Court in the case of ***In Re: Expeditious Trial of Cases Under Section 138 of N.I. Act 1881,* AIR 2021 SC 1957**.

28. Taking the aforesaid principle into consideration, it is observed that the last cheque to be presented was cheque bearing no. 055236 dated 15th July, 2020 for an amount of Rs. 1,33,813/- which was dishonoured vide memo dated 19th August, 2020. As per the requirements of Section 138 of the NI Act, the demand notice must be issued within a period of 30 days from the date of dishonour of the cheque. However, the complainant has issued the demand notice on 1st September, 2020, i.e., it was sent to the petitioners beyond the stipulated statutory period of 30 days.

29. At this stage, it is pertinent to note that the dispute between the parties arose during the COVID-19 pandemic and on 6th May, 2020, the Hon'ble Supreme Court directed in the case of ***In Re: Cognizance for Extension of Limitation*, (2020) 19 SCC 9** that all periods of limitation under Section 138

of the NI Act shall be extended from 15th March, 2020 till further orders passed by the Hon'ble Court.

30. Therefore, considering the peculiar factual situation, the demand notice dated 1st September, 2020 issued under Section 138 of the NI Act is within the prescribed time and despite the service of the same on the petitioners, no amount was paid by the petitioners. Therefore, an offence under Section 138 of the NI Act has been made out against the petitioners.

31. Now coming to Section 141 of the NI Act, it is observed that when a company commits an offence under Section 138 of the NI Act, any person who is "in charge of" or "responsible for the conduct of the affairs of the company" shall be held guilty of the offence. However, if it is proved that the said offence is committed without the knowledge, the said person cannot be made liable. Therefore, the burden of proving the same lies on such person claiming such defence. It is further stated that if the offence is committed with the connivance of the director, manager or any officer of the company, such person shall be held liable under Section 141 of the Act. Under Section 141 of the NI Act, the company is also inclusive of partnership firm and director is inclusive of a partner.

32. Section 141 of the NI Act merely states the liability of certain people for the offences committed by the company, which needs to satisfy the test of who is "in charge of" or "responsible for the conduct of company's affairs". However, the extent of their liability is discussed elaborately in a catena of judgments.

33. It is the contention of the petitioners that the petitioners had no knowledge of issuance of the said cheques to the complainant as they were not in charge and responsible for the affairs of the firm. Moreover, it was contended that no specific averments were made in the complaint, which is a prerequisite for invoking Section 141 of the NI Act.

34. The principle of making the officers of the company vicariously liable for the offences committed by the company and their extent of liability is discussed by the Hon'ble Supreme Court in the case of ***Susela Padmavathy Amma v. Bharti Airtel Limited*, 2024 SCC OnLine SC 311**. The relevant paragraphs of the same are as follows:

> *"20. In the case of S.M.S. Pharmaceuticals Ltd. (supra), this Court was considering the question as to whether it was sufficient to make the person liable for being a director of a company under Section 141 of the Negotiable Instruments Act, 1881. This Court considered the definition of the word "director" as defined in Section 2(13) of the Companies Act, 1956. This Court observed thus:*
>
> *"8. ……. There is nothing which suggests that simply by being a director in a company, one is supposed to discharge particular functions on behalf of a company. It happens that a person may be a director in a company but he may not know anything about the day-to-day functioning of the company. As a director he may be attending meetings of the Board of Directors of the company where usually they decide policy matters and guide the course of business of a company. It may be that a Board of Directors may appoint sub-committees consisting of one or two directors out of the Board of the company who may be made responsible for the day-to-day functions of the company. These are matters which form part of resolutions of the Board of Directors of a*

company. Nothing is oral. What emerges from this is that the role of a director in a company is a question of fact depending on the peculiar facts in each case. There is no universal rule that a director of a company is in charge of its everyday affairs. We have discussed about the position of a director in a company in order to illustrate the point that there is no magic as such in a particular word, be it director, manager or secretary. It all depends upon the respective roles assigned to the officers in a company. .....”

21. It was held that merely because a person is a director of a company, it is not necessary that he is aware about the day-today functioning of the company. This Court held that there is no universal rule that a director of a company is in charge of its everyday affairs. It was, therefore, necessary, to aver as to how the director of the company was in charge of day-to-day affairs of the company or responsible to the affairs of the company. This Court, however, clarified that the position of a managing director or a joint managing director in a company may be different. This Court further held that these persons, as the designation of their office suggests, are in charge of a company and are responsible for the conduct of the business of the company. To escape liability, they will have to prove that when the offence was committed, they had no knowledge of the offence or that they exercised all due diligence to prevent the commission of the offence.

22. In the case of Pooja Ravinder Devidasani v. State of Maharashtra7 this Court observed thus:

“17. …… Every person connected with the Company will not fall into the ambit of the provision. Time and again, it has been asserted by this Court that only those persons who were in charge of and responsible for the conduct of the business of the Company at the time of commission of an offence will be liable

for criminal action. A Director, who was not in charge of and was not responsible for the conduct of the business of the Company at the relevant time, will not be liable for an offence under Section 141 of the NI Act. In National Small Industries Corpn. [National Small Industries Corpn. Ltd. v. Harmeet Singh Paintal, (2010) 3 SCC 330 : (2010) 1 SCC (Civ) 677 : (2010) 2 SCC (Cri) 1113] this Court observed : (SCC p. 336, paras 13-14)

"13. Section 141 is a penal provision creating vicarious liability, and which, as per settled law, must be strictly construed. It is therefore, not sufficient to make a bald cursory statement in a complaint that the Director (arrayed as an accused) is in charge of and responsible to the company for the conduct of the business of the company without anything more as to the role of the Director. But the complaint should spell out as to how and in what manner Respondent 1 was in charge of or was responsible to the accused Company for the conduct of its business. This is in consonance with strict interpretation of penal statutes, especially, where such statutes create vicarious liability.

14. A company may have a number of Directors and to make any or all the Directors as accused in a complaint merely on the basis of a statement that they are in charge of and responsible for the conduct of the business of the company without anything more is not a sufficient or adequate fulfilment of the requirements under Section 141."

(emphasis in original)

18. In Girdhari Lal Gupta v. D.H. Mehta [Girdhari Lal Gupta v. D.H. Mehta, (1971) 3 SCC 189 : 1971 SCC (Cri) 279 : AIR 1971 SC 2162], this Court observed that a person "in charge of *a business" means that the person should be in overall control of the day-to-day business of the Company.*

19. A Director of a company is liable to be convicted for an offence committed by the company if he/she was in charge of and was responsible to the company for the conduct of its business or if it is proved that the offence was committed with the consent or connivance of, or was attributable to any negligence on the part of the Director concerned (see State of Karnataka v. Pratap Chand [State of Karnataka v. Pratap Chand, (1981) 2 SCC 335 : 1981 SCC (Cri) 453]).

20. In other words, the law laid down by this Court is that for making a Director of a company liable for the offences committed by the company under Section 141 of the NI Act, there must be specific averments against the Director showing as to how and in what manner the Director was responsible for the conduct of the business of the company."

35. The aforementioned extracts clearly states that mere holding of the position of directorship/partnership does not make that person vicariously liable for the offences committed by the company. In fact, it is to be examined whether such Director/Partner was involved in the day-to-day affairs of the company and was in charge of the conduct of the affairs of the company at the time of commission of the offence. If the answer is in affirmative, then the Director/Partner will be held liable for the offences committed by the company under Section 141 of the NI Act.

36. Furthermore, the conduct of the Director of a company and his involvement is required to be stated explicitly by the complainant in the

contents of the complaint. In ***National Small Industries Corporation Ltd. v. Harmeet Singh Paintal,*** **(2010) 3 SCC 330** it was observed as follows:

> *"13. Section 141 is a penal provision creating vicarious liability, and which, as per settled law, must be strictly construed. It is therefore, not sufficient to make a bald cursory statement in a complaint that the Director (arrayed as an accused) is in charge of and responsible to the company for the conduct of the business of the company without anything more as to the role of the Director. But the complaint should spell out as to how and in what manner Respondent 1 was in charge of or was responsible to the accused Company for the conduct of its business. This is in consonance with strict interpretation of penal statutes, especially, where such statutes create vicarious liability."*

37. However, the Hon'ble Supreme Court in the case of ***Sabitha Ramamurthy v. R.B.S. Channabasavaradhya*, (2006) 10 SCC 581** observed that it is not necessary for the wordings of Section 141 of the NI Act to be reproduced in order to make out an offence under the said provision, however, a clear statement indicating the involvement of the said person is sufficient for the Court to arrive at a *prima facie* opinion that the accused is vicariously liable.

38. At this stage, this Court has perused the contents of the impugned complaint, wherein, it specifically mentioned in paragraph no. 1 and 4 of the complaint that the petitioners are partners of the accused-firm. Moreover, the averments therein specifically reveal that the petitioners have been involved from the beginning of the said transaction between the parties, thereby, negating the contention that the petitioners had no knowledge of the said

transaction between the parties. This further indicates their active involvement in the daily affairs of the accused-firm.

39. Therefore, considering the foregoing discussions on facts and law, this Court observes a *prima facie* case against the petitioner for their involvement in the day-to-day activities of the conduct of the firm affairs at the time of commission of the offence under Section 141 of the NI Act.

40. Coming to the impugned order passed by the learned Revisional Court, it is observed that Mr. Harkaran Singh was the Authorised Signatory for the accused-firm and has issued cheque nos. (a), (b), (d), (e) (g), (h) and (i) in his own name to the complainant. However, cheque nos. (c) and (f) were issued by Mr. Harkaran Singh as an Authorised Signatory on behalf of the accused-firm. It is imperative to mention that the liability for the dishonour of the cheques, which were issued in personal capacity, cannot be imposed on the partners of the firm i.e., the petitioners herein, and therefore, the learned Revisional Court did not find a *prima* facie case against the petitioners pertaining to the cheque nos. (a), (b), (d), (e) (g), (h) and (i). Accordingly, a *prima facie* case is observed against the petitioners only with respect to the cheque nos. (c) and (f), which were issued on behalf of the accused-firm.

41. It is a settled principle of law that under Section 138 of the NI Act, only a drawer of the cheque is liable for the dishonour of the said cheque. In this case, Mr. Harkaran Singh has issued cheque nos. (a), (b), (d), (e) (g), (h) and (i) in his personal capacity and not in the name of the firm and hence, the petitioners, as partners of the accused-firm, cannot be made to share the

liability for the dishonour of said cheques. However, Mr. Harkaran Singh has issued cheque nos. (c) and (f) to the complainant as an Authorised Signatory on behalf of the accused-firm. Therefore, the learned Revisional Court has rightly observed that a *prima facie* case has already been made out under Sections 138/141 of the NI Act against the petitioners only with respect to cheque nos. (c) and (f).

42. Therefore, taking into consideration the foregoing discussions, this Court is of the considered view that the learned Revisional Court has not committed any error or illegality in passing the impugned order and therefore, this Court does not find any reason to exercise its inherent powers under Section 482 of the Code to grant the reliefs prayed for.

43. In view of the foregoing, the impugned order dated 3rd August, 2023 passed by the learned Session Judge, South-East District, Saket Courts, New Delhi in criminal revision petition bearing no. 455/2022 is, hereby, upheld.

44. Accordingly, the instant petition, being devoid of any merit, stands dismissed along with the pending applications, if any.

45. This order will be uploaded on website forthwith.

CHANDRA DHARI SINGH, J

DECEMBER 23, 2024
RT/mk/ryp