

2025:PHHC:170633



**IN THE PUNJAB AND HARYANA HIGH COURT AT
CHANDIGARH**

225 (3 cases)

**CRM-M-9784-2023,
CRM-M-10805-2023 and
CRM-M-10824-2023**

Date of Decision: 05.12.2025

SMT. TRIVENI SABHARWAL @ TRIVENI BAKSHI

... Petitioner(s)

VERSUS

BHAMIAN TRADERS

... Respondents

CORAM: HON'BLE MR. JUSTICE H.S. GREWAL.

Present: Mr. Raman Sharma, Advocate for the petitioner(s).

Ms. G.K. Mann, Sr. Advocate (*through video conference*) with
Mr. Anmol Jeevan and Ms. Shruti, Advocates (*Present in Court*)
for the respondent(s).

H.S. GREWAL, J. (ORAL)

By virtue of this common order, all the abovementioned petitions shall be disposed of since the issue involved therein is similar. For the sake of brevity, the prayer clause is being referred to CRM-M-9784-2023.

2. The petitioner has filed this petition under Section 482 of Cr.P.C. seeking quashing of complaint filed by the respondent under Section 138 of N.I. Act, 1881 bearing No.93 of 2017 (Annexure P-1) pending before the Court of learned SDJM, Khamanon together with the order dated 09.04.2018 (Annexure P-2) whereby the petitioner has been summoned to face trial as well as the order dated 10.11.2022 (Annexure P-3) passed by the Sessions Judge, Fatehgarh Sahib, whereby the Criminal Revision No.56 of 2022 filed by the petitioner against the aforesaid summoning order has been dismissed.

3. Learned counsel for the petitioner contends that the petitioner was never served with any notice or summons whatsoever since her address was incorrectly given.

4. Learned senior counsel appearing on behalf of the respondent argues that the liability of the petitioner has arisen out of an agreement/compromise dated 01.07.2016, which has been signed by the petitioner. She further contends that by signing the said agreement, the petitioner has admitted her liability. Learned senior counsel further argues that even though the petitioner is not a director of the company, however, she is the signatory of the aforesaid agreement/compromise dated 01.07.2016 and by dint of said agreement, the petitioner has admitted her liability.

5. I have heard the learned counsel for the respective parties and have gone through the documents and other material available on record with their able assistance.

6. It has primarily been argued that the address of the petitioner, as mentioned in the notice, was not a complete address as it did not mention the house number, which is mentioned in the agreement/compromise dated 01.07.2016. However, a perusal of the notice reveals that three addresses have been mentioned therein i.e. (i) at Mohali, (ii) at Jammu and (iii) at Shimla. Moreover, it has also been verified by the counsel for the petitioner that she has already joined the proceedings. The argument raised is that the service of notice has not been effected properly, therefore, it vitiates the entire proceedings.

7. Keeping in view the abovementioned facts and circumstances, it is apparently clear that whether the service was effected properly or not involves disputed questions of fact which can only be gone into or proved by leading

cogent and convincing evidence before the trial Court. This Court cannot use its inherent jurisdiction to examine the disputed questions of fact. Moreover, the petitioner has already approached the Sessions Court by way of filing a Revision Petition, which has been dismissed by the concerned Sessions Judge. This Court cannot entertain a revision petition, which has been filed under the garb of a petition under Section 482 of Cr.P.C.

8. Dismissed.
9. Photocopy of this order be placed on the files of other connected cases.

DECEMBER 05, 2025.
Rajender

(H.S. GREWAL)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No