IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

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CRM-M-54698-2025
Date of decision: 26.09.2025

MEENU **....Petitioner**

Versus

KOTAK MAHINDRA BANK **...Respondent**

CORAM: HON'BLE MR. JUSTICE YASHVIR SINGH RATHOR

Present : Mr. Jitender K. Sehrawat, Advocate for the petitioner.

YASHVIR SINGH RATHOR. J.(Oral)

1. This petition has been instituted under Section 528 of BNSS, 2023 for quashing of impugned order dated 30.07.2024, passed by Judicial Magistrate First Class, Chandigarh (Annexure P-4), whereby, petitioner has been summoned to face the trial in a complaint under Section 138 of the Negotiable Instruments Act, 1881, bearing NACT Case No.7545/2024, titled as "Kotak Mahindra Bank Vs. Meenu".

2. Case of the petitioner is that her husband had got one tractor financed from the complainant-bank in the year 2020 and due to financial crises, he sold the tractor through GPA to one Amit Kumar but said Amit Kumar did not pay the installments of loan, despite agreement in this regard. When the bank contacted her and told that there is default in payment of installments, husband of the petitioner contacted said Amit Kumar but he refused to pay the installments. Rather, it was revealed that Amit Kumar had further sold the tractor to some other person namely Harvinder Sandhu. Thereafter, police did not take any action on the complaint submitted by them and they filed a civil suit at Hisar, where they are

residing. It is further submitted that the bank has also instituted arbitration proceedings at Delhi, in which she has been proceeded *ex parte* and award dated 12.12.2024 has been passed against her. Now, she came to know of the proceedings under Section 138 of the Negotiable Instruments Act, 1881, in which she has been summoned to face the trial but the cheque had been issued as a security, which has been misused by the bank. It is also alleged that the bank is having registered office at Hisar, but the cheque has been presented at Chandigarh and she has been summoned to face the trial and the jurisdiction of the Chandigarh Courts has been invoked, just to harass her, whereas the arbitration proceedings were initiated at Delhi. It has been prayed that the summoning order dated 30.07.2024 be thus quashed.

3. I have heard learned counsel for the petitioner and has gone through the material on file and after hearing the petitioner, I am of the opinion that petition in hand is nothing but an abuse of the process of law and is liable to be quashed for the reasons discussed hereinafter.

4. The only grievance of the petitioner is that the bank has a registered office at Hisar. The arbitration proceedings have been initiated at Delhi and the cheque has been presented at Chandigarh, just to harass the petitioner. However, the bank has an office at Chandigarh as well. The bank where the account of the complainant-bank existed is also situated at Chandigarh and cheque has been presented at Chandigarh and the same has been dishonoured. As such, the Courts at Chandigarh have the jurisdiction to entertain the complaint in question. It is not in dispute that the cheque has been issued by the petitioner, which has been annexed with the present petition and was issued on 06.06.2024 and the bank thus

had the authority to present the same in its account, situated at Chandigarh.

5. There is also no force in the plea raised by the petitioner that the cheque had been issued only as a security and same has been misused, as it is not in dispute that petitioner has committed default in repayment of loan amount and since loan is still outstanding, the security cheque given at the time of advancement of the loan can be got encashed by the bank to realise the loan installments and there is thus no illegality in the presentation of security cheque for encashment.

6. Looked from any angle, the petition in hand is meritless and accordingly, the same is dismissed.

(YASHVIR SINGH RATHOR)
JUDGE

26.09.2025
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Whether speaking/reasoned. : Yes/No
Whether Reportable. : Yes/No