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

\+ CRL.M.C. 141/2025 & CRL.M.A. 783-784/2025

VINOD ARORA .....Petitioner

Through: Mr. Neeraj Kumar Jha, Advocate

versus

MANMEET NARULA .....Respondent

Through: None

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\+ CRL.M.C. 142/2025 & CRL.M.A. 785-786/2025

VINOD ARORA .....Petitioner

Through: Mr. Neeraj Kumar Jha, Advocate

versus

PARVEEN NARULA .....Respondent

Through: None

CORAM:
HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

O R D E R

% **14.01.2025**

1. The present petitions have been filed by the Petitioner impugning the separate order(s) dated 28.11.2023 passed by Ld. Additional Session Judge-05 (Shahdara), Karkardooma Court, New Delhi ('Revision Court') in **Crl. Rev. No. 300/2023** titled as 'Vinod Arora v. Manmeet Narula' and **Crl. Rev. No. 301/2023** 'Vinod Arora v. Praveen Narula, wherein the revision petition was dismissed as non-maintainable, which challenged the separate order(s) dated 25.02.2023 and 13.07.2023 passed by the learned Metropolitan

Magistrate, Karkardooma Courts, Delhi ('Trial Court') in **CT Cases 2663/2019** titled as 'Manmeet Narula v. Vinod Arora' and **CT Cases 2664/2019** titled as 'Praveen Narula v. Vinod Arora' in exercise of its jurisdiction under Section 143(A) of the Negotiable Instruments Act, 1881 ('NI Act').

2. The Petitioner admittedly issued cheque bearing no. 067850 dated 08.04.2019 in favour of Mr. Manmeet Narula for an amount of Rs. 17 lakhs. So also, the Petitioner admittedly issued cheque bearing no. 067849 dated 08.04.2019 for an amount of Rs. 10 lakhs issued in favour of Mrs. Praveen Narula. However, upon presentation, the said cheque was dishonored with remarks 'exceeds arrangement'. Since the Petitioner/Revisionist failed to make the said payment to the complainant despite service of separate legal demand notice dated 02.05.2019 issued to him in this regard and as such a complaint was filed against him. The complaint filed by Mr. Manmeet Narula has been registered as CT Cases 2663/2019 and the complaint filed by Mrs. Praveen Narula has been registered as CT Cases 2664/2019.

3. The Trial Court vide order(s) dated 25.02.2023 directed the Petitioner/Revisionist to pay 10% of the cheque amount in each of the two complaints within 60 days of the said order; and vide order(s) dated 13.07.2023 passed directions for issuance of warrants of Attachment against Petitioner/Revisionist in terms of Sec. 421 of the Code of Criminal Procedure Act, 1973 (Cr.P.C.) and it was directed that the amount of interim compensation awarded on 25.02.2023 shall be recovered as fine from the property of Petitioner/Revisionist.

4. The Trial Court on the issue of payment of interim compensation in terms of Section 143(A) of N.I Act, passed the order dated 25.02.2023 in

view of the fact that the Petitioner has already admitted his signature on the cheque(s) in question and substantial amount of Rs. 17,00,000/- in CT Cases 2663/2019 and Rs. 10,00,000/- in CT Cases 2664/2019 is involved and trial of the present case may not conclude in a near future.

5. The Petitioner thereafter moved an application seeking modification of the order dated 25.02.2023 before the Trial Court in both the complaint cases, however, the said application(s) were dismissed vide separate order(s) dated 13.07.2023.

6. The said order(s) 25.02.2023 and 13.07.2023 were thereafter challenged by the Petitioner before the Revision Court and vide impugned order(s) dated 28.11.2023 the said petitions were dismissed as non-maintainable in view of the statutory bar created by Section 397 (2) CrPC.

7. The Revision Court has declined to entertain the Revision Petition on the ground that the order dated 25.02.2023 is an interlocutory order and therefore, the revision is not maintainable in view Section 397(2) Cr.P.C. The findings returned by the Revision Court for opining that the order dated 25.02.2023 is interlocutory reads as under: -

> "8. Adverting to the facts of the present case, it is observed that Ld. Trial Court vide impugned order directed the accused/revisionist to pay 10% of the cheque amount i.e. Rs. 1,70,000/- to the complainant within 60 days of the order in exercise of its judicial power u/s 143A of N.I. Act.
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> 9. In the opinion of this Court, the impugned order in no manner, terminate the proceedings or determine the rights or liabilities of the parties. It is explicit from the bare perusal of the impugned order that directing payment of interim compensation is interlocutory in nature as the question of such compensation is decided without any impact on the merits of the case/trial. Further, Sec. 143A (4) NI Act provides sufficient safeguards to accused/revisionist whereby the Court can

direct the complainant to re-pay the said amount of interim compensation with interest to the accused, if he is acquitted.
Further, in case accused/revisionist is convicted, the amount of fine imposed u/s 138 NI Act or the amount of compensation awarded u/s 357 Cr.P.C, shall be reduced by the amount paid or recovered as interim compensation u/s 143A NI Act.

10. In the opinion of this Court, the present revision petition is not maintainable and is liable to be dismissed on this technical ground alone in view of the statutory bar created by Section 397 (2) CrPC. Accordingly, the present revision petition is liable to be dismissed being non-maintainable."

8. Learned counsel for the Petitioner states that the Petitioner admits issuance of the cheques to the Respondent(s) and the signature thereon. He states, however, it is the defence of the Petitioner that against the cheque amount of Rs. 27 lakhs, the Petitioner has already repaid a sum of Rs. 21 lakhs through bank transfer. He states that the remaining amount of Rs. 6 lakhs has been paid in cash and this payment would be proved during trial.

9. He relies upon the judgment of Supreme Court passed in **Dashrathbhai Trikambhai Patel v. Hitesh Mahendrabhai Patel**[1] to contend that since part-payment had been made towards the two cheques, the Respondents could not have presented the said cheques without making an endorsement of the part-payment.

10. This Court has heard the learned counsel for the Petitioner and perused the record.

11. The face value of the two cheques in question is a sum total of Rs. 27 lakhs. The loan advanced by Respondents to the Petitioner is admittedly through bank transfers. The Petitioner admits receipt of the loan, issuance of

[1] (2023) 1 SCC 578 at paragraph 33

cheque and his signatures thereon. The Petitioner admits service of the legal notice.

12. The Petitioner at paragraph 8 of this petition has raised a defence that an amount of Rs. 21 lakhs was repaid by bank transfers and Rs. 6 lakhs has been adjusted in cash. The Petitioner has relied upon Annexure P-10 which is the bank statement of Oriental Bank of Commerce for the period 23.05.2013 to April, 2016. The said defence of the Petitioner is contrary to the written stand taken by it in its reply to the legal notice dated 03.06.2019, wherein it was stated that the entire amount of Rs. 27 lakhs had been paid in cash.

13. Moreover, the cheques in question are dated 08.04.2019, which is subsequent to the period (2013-2016) to which the bank statement filed as Annexure P-10 corresponds. The liability accruing on account of the cheques in question issued in April, 2019 could not have been discharged on the basis of the transactions recorded in 2016. Thus, ex-facie the plea on merits sought to be raised by the Petitioner appears to have no basis.

14. Similarly, the plea of alleged payment in cash are also without any proof or acknowledgment by the Respondents.

15. The reliance placed by the Petitioner upon the judgment of **Dashrathbhai Trikambhai Patel** (supra) is inapplicable at this stage when the Trial Court was evaluating the documents on record for issuing directions under Section 143(A) NI Act; as the Respondents have not acknowledged receipt of any part-payment towards the cheque in question. Even otherwise the Petitioner has been taking inconsistent stands inasmuch as during oral arguments learned counsel for the Petitioner contended that the entire amount of Rs. 27 lakhs stands paid. If this is the defence of the

Petitioner, the ratio of the said judgment of the Supreme Court would even otherwise not be relevant to the facts of this case.

16. The Trial Court has issued directions for deposit of 10% of the cheque amounts in question and the said direction is reasonable. The consequential order dated 13.07.2023 passed by the Trial Court having taken note of the Petitioner's non-compliance of the earlier order dated 25.02.2023 is also correct and justified in the facts of this case.

17. In these facts, the direction issued by the Trial Court vide order(s) dated 25.02.2023 towards interim compensation does not require any interference and is in lawful exercise of the jurisdiction vested in the said Court under Section 143A of the NI Act.

18. Since this Court has satisfied itself with respect to the correctness and legality of the order(s) dated 25.02.2023 and 13.07.2023 passed by the Trial Court in both the complaint cases and found the same to be correct, the issue of law raised by the Petitioner with respect to the maintainability of revision petition against an order passed by the Trial Court under Section 143(A) NI Act is kept open to be decided in an appropriate case.

19. The present petitions are, however, dismissed and the order(s) of the Trial Court dated 25.02.2023 and 13.07.2023 are upheld.

20. Pending applications stands disposed of.

MANMEET PRITAM SINGH ARORA, J

JANUARY 14, 2025/mt/ms