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

+ **CRL.M.C. 174/2020 & CRL.M.A. 734/2020**

SHRI INDER MOHAN SINGH

.....Petitioner

Through: Mr. Akshay Bhatia & Ms.
Shivangi Atwal, Advs.

versus

STATE & ANR.

.....Respondents

Through: Ms. Richa Dhawan, APP
for the State.
Mr. Sanjeev Sagar, Adv.
for R-2 through V.C.

CORAM:

HON'BLE MR. JUSTICE AMIT MAHAJAN

ORDER

% **08.08.2025**

1. The present petition is filed by the petitioner under Section 482 of the Code of Criminal Procedure, 1973 ('CrPC') seeking quashing of the proceedings in CC No. 1572/2019 and setting aside of the summoning order dated 25.06.2019.
2. Briefly stated, the petitioner had taken a loan from the complainant bank. It is alleged that the petitioner, in order to discharge his debt, had authorized the complainant bank to debit his account through Electronic Clearance System ('ECS') by way of monthly instalments for a sum of ₹2,31,598/-.
3. It is alleged that the monthly instalment for the month of October 2018 was dishonoured with remark - "*Balance Insufficient*".
4. Thereafter, the complainant bank on 07.12.2018 issued a statutory legal notice to the petitioner demanding repayment of



the due amount, and upon his failure to repay the said amount, the complainant bank filed the subject complaint before the learned Trial Court.

5. The learned Trial Court *vide* order dated 25.06.2019 summoned the petitioner for the offence under Section 138 of the Negotiable Instruments Act, 1881 ('**NI Act**').

6. Aggrieved by the aforesaid order of the learned Trial Court, the petitioner has filed the present petition.

7. The learned counsel for the petitioner has essentially stressed on the fact that in terms of Section 25(1)(c) of the Payments and Settlements Systems Act, 2007, a statutory legal notice for the repayment of money has to be mandatorily given in writing within a period of 30 days of the receipt of information regarding the dishonour of the electronic fund transfer whereas in the present case, the ECS was dishonoured on 01.10.2018 and the notice was sent much after 30 days on 07.12.2018.

8. *Per contra*, the learned counsel for the complainant bank submits that there has been a typographical error in the complaint filed before the learned Trial Court. He submits that the date of information of dishonour of the ECS was in fact 09.11.2018 and not 01.10.2018.

9. He further submits that the complainant bank may be permitted to amend the subject complaint.

10. It is significant to note that no such stand was ever taken by the complainant bank before the learned Trial Court.

11. The present petition has been pending before this Court since the year 2020 and till date no reply has been filed by the complainant bank taking such arguments.



12. Section 25 of the Payment and Settlement Systems Act, 2007, categorically mentions that the demand has to be mandatorily made within 30 days of the receipt of information.

13. It is settled law that in terms of proviso to Section 138 of the NI Act, the complainant has to mandatorily send a statutory legal notice of demand within a period of 30 days in order to maintain a complaint against the accused. The Hon'ble Apex Court in the case of **Sivakumar v. Natarajan : (2009) 13 SCC 623**, held as under:

"11. We may, however, at the outset notice that both clauses (a) and (b) of the proviso appended to Section 138 of the Act employed the term "within a period". Whereas clause (a) refers to presentation of the cheque to the bank within a period of six months from the date on which it is drawn, clause (b) provides for issuance of notice "to the drawer of the cheque within thirty days of the receipt of information". The words "within thirty days of the receipt of information" are significant. Indisputably, intimation was received by the respondent from the bank on 3.12.2003.

The Parliament advisedly did not use the words 'from the date of receipt of information' in Section 138 of the Act. It is also of some significance to notice that in terms of Section 9 of the General Clauses Act, 1897, whereupon reliance has been placed by the High Court, the statute is required to use the word "from" and for the purpose of including the last in a series of days or any other period of time, to use the word "to". The departure made from the provisions of Section 9 of the General Clauses Act by the Parliament, therefore, deserves serious consideration.

12. Indisputably, the notice was issued on the 31st day and not within a period of thirty days from the date of receipt of intimation from the bank. If Section 9 of the General Clauses Act is not applicable, clause (b) of the proviso appended to Section 138 of the Act was required to be complied with by the respondent for the purpose of maintaining a complaint petition against the appellant."

14. It is undisputed that the ECS was dishonoured on 01.10.2018. When the complainant is a bank itself, it cannot be



permitted to take a stand that the date of information shall be the date when one of its officers decides to issue a certificate. Such stand would permit the complainant to file a complaint at any time after the dishonour of cheque. Document dated 09.11.2018 claimed by the bank to be information of dishonour, is a certificate issued by the complainant bank to itself.

15. Therefore, if the arguments of the complainant bank are accepted that date of dishonour should be taken as the date on the certificate, then the complainant in every case would be at liberty to issue certificate of any date suiting its requirement.

16. Thus, in the opinion of this Court, a self-serving certificate issued on a subsequent date cannot come in the aid of the complainant bank.

17. The stand taken by the complainant bank, at this stage, in the opinion of this Court is without any merits and is a *mala fide* attempt.

18. In view of the above, the present petition is allowed and the complaint bearing No. 1572/2019 titled as '*Standard Chartered Bank v. M/s Metal Emporium and ors.*' and all further proceedings in the said complaint are quashed.

19. Pending application(s), if any, also stands disposed of.

AMIT MAHAJAN, J

AUGUST 8, 2025

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