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

+ **CRL.M.C. 2810/2025 & CRL.M.A. 12545/2025**

MRS ASHALATHA RAOPetitioner

Through: Mr. Saket Gogia, Ms.
Sheetal Maggon, Ms. Gauri
Pande and Mr. Man Singh,
Advocates.

versus

HERO FINCORP LTDRespondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE AMIT MAHAJAN

ORDER

25.04.2025

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1. This petition is filed by the petitioner seeking quashing of proceedings in CC No. 5463/2023 filed by the respondent under Section 138 of the Negotiable Instruments Act, 1881 ('NI Act'), pursuant to dishonour of cheque issued by the accused company namely– M/s Sproutamins Super Food Pvt. Ltd.

2. The learned counsel for the petitioner submits that the petitioner is neither the signatory of the cheque nor involved in the day to day functioning of the accused company. He submits that the said company was being run by her estranged husband namely– Mr. Nithin R. Kodavur, who had also put petitioner's forged signatures on various documents.

3. He submits that in that regard she has also filed a complaint which has led to registration of FIR bearing No. 371/2024 against the husband.

4. The complaint was filed by the respondent alleging that a loan agreement was executed by the accused persons, including the petitioner herein, pursuant to which the accused company had taken certain financial facility services from the respondent company. The subject cheque bearing No. 861700 for an amount

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of ₹ 1,99,29,248.98/- was claimed to have been issued pursuant to the loan agreement, which when presented on account of non-payment of loan amount, was returned unpaid vide return memo dated 29.04.2023, for reasons “exceeds arrangement”.

5. The arguments raised by the learned counsel for the petitioner that the petitioner has no role in the day to day business of the accused company, is a matter of defence and at this stage, on the face of the loan agreement which specifically bears the signatures of the petitioner, it cannot be adjudicated without the case being put to trial.

6. It is also pertinent to note that even though it is alleged that the signature on the loan agreement was forged, the petitioner has already filed a complaint which led to the registration of FIR No. 371/2024, the same cannot be the subject matter of adjudication in the present proceedings.

7. The petitioner is permitted to take this ground as a defence during the course of proceedings in the present complaint and the same would be decided by the learned Trial Court in accordance with law. However, merely because the complainant, pursuant to the dishonour of the subject cheque and the complaint being filed by the complainant, has initiated some proceedings, does not exonerate the petitioner of the allegations and the same have to be tested when the parties lead evidence in that regard.

8. I therefore find no merit in the petition.

9. The petition stands dismissed. Pending application also stands disposed of.

AMIT MAHAJAN, J

APRIL 25, 2025/DU

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