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* IN THE HIGH COURT OF DELHI AT NEW DELHI

\+ CRL.M.C. 7054/2025

MANIKANT LAWANIA .....Petitioner

Through: Mr. Akhil Shankhwar, Mr. Vardan Mittal, Advocates

versus

ASUJA ESERV PRIVATE LIMITED .....Respondent

Through: Mr. Shriram Tiwary, Mr. Prafulla, Mr. Kuldeep Singh, Advocates

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

<u>O R D E R</u>

% 03.11.2025

<u>CRL.M.A. 29609-29610/2025 (*Exemptions*)</u>

1. Exemptions are granted, subject to all just exceptions.

2. The Petitioner shall file legible and clearer copies of exempted documents, compliant with practice rules, before the next date of hearing.

3. Accordingly, the applications stand disposed of.

<u>CRL.M.C. 7054/2025 & CRL.M.A. 29611/2025 (for stay)</u>

4. The present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023[1] (corresponding to Section 482 of the Code of Criminal Procedure, 1973[2]) seeks quashing of CC NI Act No. 1095/2021 titled as *Asuja Eserv Private Limited Vis. Megma RFID and Labels Private*

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[1] "BNSS"
[2] "CrPC"

Limited and ors. initiated under Section 138 of the Negotiable Instruments Act, 1881 before the JMFC (NI Act), THC, Delhi.

5. The Petitioner, arrayed as Accused No. 2, is a Director of Megma RFID and Labels Pvt. Ltd.[3]. The complaint arises from the dishonour of three cheques aggregating to INR 36,00,000/– issued in favour of Respondent No. 2/Complainant pursuant to a Memorandum of Understanding[4] dated 8th May, 2019. The Complainant alleges that despite presentation within validity and issuance of statutory notice, the cheques were dishonoured for insufficiency of funds and payment was not made within the prescribed period, thereby attracting liability under Section 138 of NI Act.

6. The Petitioner asserts that the cheques were not issued in discharge of any subsisting liability but were given as security at the time of executing the MoU, under which the Complainant had agreed to invest INR 1 crore in the Company. It is contended that the Complainant breached the MoU by infusing only INR 42,00,000/– against the agreed sum, and that the Company had subsequently refunded INR 19,50,000/– to the Complainant. On this premise, the Petitioner contends that there was no legally enforceable debt as on the date of presentation of the cheques, rendering the complaint untenable. Reliance is placed on the decision of the Supreme Court in ***Dashrathbhai Trikambhai Patel v. Hitesh Mahendrabhai Patel & Anr.***.[5]

7. Having considered the record and the submissions, the Court finds no ground to exercise its inherent jurisdiction under Section 528 of BNSS. The

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[3] "the Company"
[4] "MoU"

defences now put forth, namely, that the cheques were issued only as security, that the Complainant did not fulfil its investment obligations, and that part-payments had already been made, turn on disputed questions of fact that must be established through evidence. The reliance on ***Dashrathbhai Trikambhai Patel*** is misplaced. That decision arose in an appeal where both the Trial Court and the High Court had upheld an acquittal, after full trial. The findings on the question of legally enforceable debt were rendered on the basis of evidence adduced by parties. At this pre-trial stage, such factual questions cannot be adjudicated upon while considering a quashing petition.

8. It is well-settled that once issuance and dishonour of the cheque are admitted or not in dispute, the statutory presumptions under Sections 118(a) and 139 of the NI Act operate in favour of the complainant. Whether these presumptions stand rebutted is a matter to be tested at trial. A bare assertion that the cheque was given as security or that the liability stood reduced does not, in itself, furnish a basis to quash proceedings at the threshold.

9. The jurisdiction under Section 528 of BNSS is intended to prevent abuse of process or to secure the ends of justice. It is not a forum to weigh defences or pre-empt the evidentiary process. The complaint on record satisfies the foundational requirements of the offence under Section 138 of the NI Act: issuance, presentation within validity, dishonour, service of notice, and failure to pay within the statutory period. No exceptional circumstance or manifest illegality has been demonstrated to warrant interference.

10. Accordingly, the petition is dismissed, along with all pending applications. It is clarified that this Court has not expressed any opinion on

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[5] (2023) 1 SCC 578.

the merits of the parties' respective contentions, which shall be determined by the Trial Court in accordance with law.

SANJEEV NARULA, J

NOVEMBER 3, 2025/ab