IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/SPECIAL CRIMINAL APPLICATION (QUASHING) NO. 16086 of 2025

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ARVIND PIPES AND FITTINGS INDUSTRIES PVT. LTD. & ANR.

Versus

STATE OF GUJARAT & ANR.

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Appearance:
JITEN H AHUJA(7739) for the Applicant(s) No. 1,2
MR. JAINISH P SHAH(7033) for the Applicant(s) No. 1,2
MR UTKARSH SHARMA, ADDL. PUBLIC PROSECUTOR for the Respondent(s) No. 1

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CORAM:**HONOURABLE MR. JUSTICE J. C. DOSHI**

Date : 27/10/2026

ORDER

1. By filing the present petition under Article 226 and 227 of the Constitution of India, the petitioners are seeking to challenge the order dated 18.10.2025 passed by the learned 13th Additional Sessions Judge, Vododara in Criminal Appeal No.789 of 2025 whereby the petitioners herein have been asked to deposit 20% of the amount of fine/compensation for the purpose of suspension of sentence imposed upon him.

2. Learned Advocate Mr. J.P. Shah appearing for the petitioners submitted that as per the case of the complainant, an agreement to sell was arrived at between the parties whereby the petitioner herein had agreed to purchase the property belonging to the complainant and pursuant thereto, the petitioners herein had issued some cheques to the complainant. The said cheques were dishonored. He

submitted that there was no legally enforceable debt available to the respondent complainant from the present petitioners, and therefore, the complaint under Section 138 of the Negotiable Instruments Act was not maintainable. Though the agreement to sell was entered into between the parties, the complainant subsequently had sold the property in question to the 3rd party, and therefore, the agreement to sell was no more in existence. Therefore, the learned Trial Court could not have imposed the condition upon the petitioner for deposit of 20% of the amount of fine/compensation for the purpose of suspension of sentence. No other submissions have been made by the learned Advocate appearing for the petitioners. He, therefore, submitted to allow the present petition and quash and set aside the impugned order.

3. Learned APP has opposed the present petition.

4. Heard learned Advocates for the parties. The only contentions raised by the learned Advocate for the petitioner is with regard to the non-existence of legally enforceable debt. Learned Advocate appearing for the petitioner has produced a copy of the agreement to sell entered into between the parties. The perusal of the said agreement to sell more particularly paragraph 4 of the said agreement makes it clear that the cheques in question were issued by the petitioner in favour of the complainant towards the payment of amount of consideration agreed between the parties as per the agreement to sell and the cheques so issued by the petitioner were dishonored. Under the circumstances, it does not lie in

the mouth of the petitioner that there was no legally enforceable debt. Moreover, the petitioner herein has been convicted by the learned Trial Court for an offence punishable under Section 138 of the Negotiable Instruments Act against which the petitioner has already filed an appeal, and therefore, this submission appears to be misplaced at this stage. Having regard to these aspects, no case is made out. Hence, the present petition is hereby dismissed.

(J. C. DOSHI,J)

SHEKHAR P. BARVE

Original copy of this order has been signed by the Hon'ble Judge.
Digitally signed by: SHEKHAR PRAFULBHAI BARVE(HC00200), Principal Pvt. Secretary, at High Court of Gujarat on 27/10/2026 14:29:31