IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

CRIMINAL WRIT PETITION NO.803/2025

Anuja Raju Badhe .Vs. Vijay Bhaurao Deshmukh

Office Notes, Office Memoranda of Coram, appearances, Court's orders of directions and Registrar's orders	Court's or Judge's orders

Mr. P. R. Jalit, Advocate for petitioner.
Ms Astha Sharma, Advocate for respondent.

CORAM : M. M. NERLIKAR, J.
DATE : APRIL 21, 2026.

Heard Mr. P. R. Jalit, learned counsel for petitioner and Ms Astha Sharma, learned counsel for respondent.

2. By the present petition, the petitioner, is challenging the order dated 05.08.2025 passed by Additional Sessions Judge, Khamgaon, thereby dismissing her Criminal Revision No.53/2022. The said revision has been filed by petitioner challenging the order of issuance of process against her, dated 11.11.2021, passed by Judicial Magistrate First Class, Court No.2, Shegaon in Summary Criminal Case No.642/2021.

3. The respondent – original complainant has filed Summary Criminal Case No.642/2021 against the petitioner and another accused under Section 138 of the Negotiable Instruments Act. It is alleged that the accused persons are spouses and they are carrying on business in the name of Anuja seeds. The accused persons were in need of loan and the respondent has paid them Rs.12,07,000/-. For repayment of the same, the accused persons have delivered two cheques drawn on HDFC Bank, Branch Jatharpeth, Akola, bearing Nos.000032 and 000033 for total Rs.10,00,000/-. When presented for encashment the said cheques were dishonored. Thereafter, a notice was issued dated 21/05/2021 calling upon them to make

payment. As they have failed to repay the same, a complaint under Section 138 of the Negotiable Instruments Act, came to be filed.

4. It appears from the record that the petitioner and her husband have issued two cheques dated 23.04.2021, bearing Nos.000032 and 000033 for Rs.5,00,000/- each, total amounting to Rs.10,00,000/-. The said cheques were returned with an endorsement that the account is closed. Record shows that on 25.09.2019, the account has been closed. Thus after receipt of the amount of Rs.12,07,000/- in the joint account of the petitioner and her husband, it was later transferred to the HDFC Bank Account No. 5010019679465, of the present petitioner, and the said joint account was closed.

5. It further appears that the bank has issued certificate stating therein that the date of closing of the account is 25.09.2019. The certificate further shows that the cheque book from cheque Nos. 000031 to 000055 are also not in existence. Still, the petitioner and her husband have issued those cheques.

6. From the above discussion, it appeared that Petitioner has filed application on 09.08.2019 with the bank for deletion of her name from Savings Joint Account. Meaning thereby as soon as amount of Rs.12,07,000/- was received in the joint account of the petitioner and her husband, petitioner filed application for deletion of her name and immediately the said joint account was closed on 25.09.2019, and when the account was closed and the cheques validity was not in existence, still cheques are issued on 23.04.2021. In fact, this is nothing but a fraud played on the original complainant by the petitioner and her husband, in order to save themselves from the clutches of law.

7. I have considered the impugned order passed in Criminal Revision No. 53/2022, wherein the Additional Sessions Judge has dealt with the said issue in detail and accordingly the revision was dismissed. The learned Judge after placing reliance on the case of ***Rina Sanjiv Kamdar -Vrs.- Murlidhar T. Tilwani, 2025 (1) Mh.L.J 710,*** has dismissed the revision. The Hon'ble Bombay High Court in the aforesaid case after referring the authorities of the Hon'ble Supreme Court and the Hon'ble Bombay High Court held that, the law laid down by the Hon'ble Supreme Court squarely applies to the Negotiable Instrument Act to the purpose of understanding the definition of the terms company and thus, HUF cannot be a company in terms of Section 141 of the Act. The term "Association of Individuals" as contemplated in Section 141 will include "Hindu Undivided family". In case of cheque issued by business firm of joint Hindu Family, all members can be held responsible although signatory of cheque is one member of said association of individuals.

8. I find no error in the order of issuance of process dated 11/11/2021 passed below Exh.1 by JMFC, Shegaon, nor there is any perversity in the impugned order dated 05.08.2025. Therefore, the petition is accordingly dismissed.

(JUDGE)

Kahale