



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27-04-2026

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THE HONOURABLE MR JUSTICE M. NIRMAL KUMAR

CRL OP No. 10545 of 2026

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Crl.M.P. Nos. 7509 & 7512 of 2026

1. M/s.Gold Leaf Private Limited,
UNIITC-4 , WICEL, 2nd Floor,
Opp. Seepz Main Gate, MIDC,
Andheri (East), Mumbai-400 093.

2. Prabir Chatterjee,
Director
M/s.Gold Leaf Private Limited,
UNIITC-4, WICEL, 2nd Floor,
Opp. Seepz Main Gate, MIDC,
Andheri (East), Mumbai-400 093.

3. Himanshu Shah,
Director
M/s.Gold Leaf Private Limited,
UNIITC-4, WICEL, 2nd Floor,
Opp. Seepz Main Gate, MIDC, Andheri
(East), Mumbai-400 093.

4. Dharmesh Kailash Shah,
Additional Director
M/s.Gold Leaf Private Limited,
UNIITC-4, WICEL, 2nd Floor,
Opp. Seepz Main Gate, MIDC,
Andheri (East), Mumbai-400 093.

Petitioner(s)

Vs



M/s.Caratlane Trading Private Limited,
Rep.by it Authorized Signatory
Mr.Kunal Sanghavi,
No.727, 1st Floor, TIL Park,
Anna Salai, Pathari Road,
Thousand Lights, Chennai-600006.

Respondent(s)

PRAYER

Criminal Original Petition filed under Section 528 of BNSS to call for the records in STC No.1378 of 2025 on the file of the XXVI Metropolitan Magistrate, Egmore at Chennai, and quash the same as against the petitioners herein.

For Petitioner(s): Mr.M.Madhuprakash

ORDER

The petitioners/accused facing trial in STC No. 1378 of 2025 for the offence under Section 138 of Negotiable Instruments Act on the complaint lodged by the respondent have filed this quash application.

2. The case of the prosecution is that the 1st petitioner is a private limited company and petitioners 2 to 4 are its Directors. The petitioners and the respondent had business transactions and during the course of their business transactions, the respondent/complainant had entered into a vendor agreement dated 01.04.2020 with the 1st petitioner Company. Under the terms



of the Agreement, the 1st petitioner company was responsible for manufacturing and supplying jewellery based on the specifications and requirements provided by the complainant during the validity of the agreement and the complainant had to periodically supply gold as raw material. Since the inception of the agreement, the 1st petitioner had defaulted in making payments. The complainant had been taking continuous and persistent steps to recover the outstanding dues from the petitioners and pursuant to mutual discussions held between the parties, the 1st petitioner company proposed by way of letter dated 20.01.2023 that the complainant may adjust the outstanding dues against the monthly labour charges payable by the complainant to the 1st petitioner. Along with the said letter, the 1st petitioner company had also enclosed 8 post-dated cheques issued as security as against the outstanding dues. However, the 1st petitioner company continued to default in settling their dues and failed to make necessary payments and withheld gold in spite of the complainant providing opportunity to the 1st petitioner company to continue with the agreement. Therefore, the eight post-dated cheques issued by the 1st petitioner company were presented for collection and out of 8 cheques, 7 cheques were dishonoured for the reason ‘Funds Insufficient’ leading to the lodging of complaint.

3. Learned counsel for the petitioners submitted though the agreement between the parties contains an arbitration clause, the same was not invoked to resolve the dispute between the parties. Further, the cheques, which were issued



M.NIRMAL KUMAR J.

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as security earlier had been misused. He would further submit that cognizance in this case ought not to have been taken but the Trial Court had mechanically taken the complaint and issued summons. Hence, prayed for quashing the proceedings.

4. The points raised by the petitioners with regard to relationship between the petitioners and the respondent; manufacturing the goods as per the requirement of the complainant; arbitration clause and security cheques are all factual aspects to be raised during trial. Hence, this Court is not inclined to entertain this criminal original petition and the same is dismissed. Connected miscellaneous petitions are dismissed.

27-04-2026

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To

The XXVI Metropolitan Magistrate,
Egmore Chennai.

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2026**