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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-2366-2024 (O&M)

Date of decision 22.01.2026

SONIA CHOPRA

..... PETITIONER

VERSUS

ABHINAV GUPTA

..... RESPONDENT

CORAM: HON'BLE MR. JUSTICE SURYA PARTAP SINGH

Present : Mr. Ravi Singh, Advocate
for the petitioner.

Mr. Gaurav Jindal, Advocate
for the respondent.

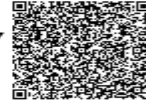
SURYA PARTAP SINGH. J.

1. This petition under Section 482 of Code of Criminal Procedure Code, hereinafter being referred to as 'Cr.P.C' has been moved for quashing of complaint filed by the respondent qua petitioner for the commission of offence punishable under Section 138 of Negotiable Instruments Act.

2. In addition to above, the quashing of order dated 03.02.2021, whereby the petitioner has been summoned to face the above-mentioned trial has also been sought.

3. Heard.

4. It has been contended on behalf of petitioner that the allegations as contained in the complaint are with regard to commission of offence punishable under Section 138 of Negotiable Instruments Act, and that as per contents of the

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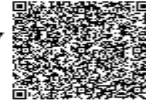
complaint there is no specific averment, in the complaint, that the petitioner was in any way responsible for the day to day working of the firm, on behalf of which the cheque was issued, or that she was signatory of the cheque. As per petitioner in view of above as per settled principles of law she is not liable for the commission of offence and therefore, by invoking the principles of vicarious liabilities any summoning order against the petitioner should not have been passed.

5. It has been contended on behalf of petitioner that the learned trial Court unmindful of the fact that the petitioner is not a signatory to the cheque nor responsible for day to day working of the firm, and therefore, cannot be prosecuted for the commission of offence punishable under Section 138 of Negotiable Instruments Act, has passed the impugned order which is not in consonance with the relevant law.

6. It has been further contended by learned counsel for the petitioner that the learned trial Court merely on the basis of assumptions and presumptions has taken cognizance against the petitioner, and passed the impugned summoning order, and failed to appreciate that there was not even any allegations against the petitioner that she was responsible for the commission of offence.

7. In view of above, the learned counsel for the petitioner has urged that by accepting the present petition, the impugned order with regard to summoning of petitioner, vis-a-vis the complaint itself, (qua petitioner) be quashed.

8. In support of his arguments, the learned counsel for the petitioner has drawn the attention of this Court to the order dated 04.11.2024 passed by

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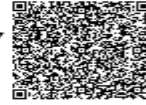
this Court in the case of ‘Sonia Chopra vs. Tamanna Gupta CRM-M-18103-2023’, wherein while dealing with similar situation with regard to cheque issued in favour of the sister of complainant, the complaint and summoning order qua petitioner therein have been quashed.

9. *Per contra*, the learned counsel for the respondent has submitted that there are very specific allegations against the petitioner with regard to commission of offence, and that there is no scope for indulgence and interference in the summoning order vis-a-vis complaint. However, the learned counsel for the respondent has fairly conceded that in a similar matter pertaining to petitioner (as accused) and sister of the respondent (as complainant), the complaint has been quashed.

10. The record has been perused carefully.

11. A perusal of record shows that in the present petition, it has been specifically alleged by the petitioner that in the complaint filed by the respondent/complainant, along with the supporting record, it was the case of the respondent/complainant that husband of the petitioner remained tenant of the grandmother of the respondent/complainant from 2006 to 2009 and during that time developed family relations with the father of the complainant. As per the complainant the husband of the petitioner personally and on behalf of his proprietorship firm and his private limited company started taking friendly loans on account of their urgent requirement and paid agreed interest on the loan amount.

12. According to petitioner after adjusting all the payments made/returned, the husband of the petitioner is liable to make the payment of principal amount of Rs.74,00,000/- and he (petitioner’s husband) has failed to

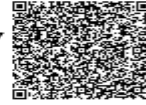
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make payment of the principal amount as well as interest with effect from 11.10.2019, onwards.

13. The petitioner has alleged that the husband of the petitioner ultimately agreed and settled the matter, in full and final, towards the discharge of his friendly loan along with interest, amounting to Rs. 81,00,000/-, and thereafter, the husband of the petitioner and his concerns issued the cheque no. 066597 dated 10.02.2020 of Rs.11 lacs, by Proprietorship concern Macro Enterprises, Cheque No. 107276 dated 10.02.2020 of Rs.16 lacs, issued by Macro Venture Pvt. Ltd. and Cheque No. 326468 dated 10.02.2020 of Rs. 09 lacs issued by the husband of the petitioner from the joint bank account in the name of the petitioner and her husband. According to petitioner these three cheques are the subject matter of the complaint filed by the respondent and all the cheques were dishonoured on 10.02.2020 with remarks "Account Dormant, Account Closed and Funds Insufficient", respectively.

14. In the light of above-mentioned averments, if the contents of the complaint are examined, it transpires that in the complaint there is no specific allegation that the petitioner was signatory to the cheque or that she had been instrumental or responsible for the day to day business of the firm on whose behalf the cheques were issued by the husband of the petitioner.

15. Thus, for want of above-mentioned observations the principles of law propounded by the Hon'ble Supreme Court of India in the case of 'Hitesh Verma vs. M/s Health Care at Home India Pvt. Ltd. & Ors.' 2025(7) SCC 623 are relevant, wherein it has been observed that a non signatory to a cheque cannot be held liable under Section 138 of Negotiable Instruments Act, unless

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the case falls within the purview of Section 141 which requires specific allegations regarding the person's role in the company's business.

16. The Himachal Pradesh High Court in the case of 'Hukam Chand vs. Chander Kanta Chandel and others' 2025 NCHHC 28521' has observed that mere designation as Director or Member of the Managing Committee is not sufficient to establish vicarious liability. It has been further observed that the complaint under Section 138 of Negotiable Instruments Act must specifically aver that the accused was in charge of, and responsible, for the conduct of business of the company at the relevant time.

17. Similarly in the case of 'Rahul Sood vs. Government of NCT of Delhi and Ors.' 2025(2) DCR 417, the Delhi High Court has observed that vicarious liability under Section 141 of Negotiable Instruments Act cannot be fastened on an independent non-executive Director of a Company, unless a specific averment or evidence establish their active involvement in the day to day affair or financial decisions of the company.

18. Similar view has been taken by the High Court of Telangana in the case of 'M/s Rallis India Limited vs. M/s Sr. Lakshmi Agencies' 2025(3) DCR 590.

19. Taking into consideration the fact that the respondent has failed to aver and lead preliminary evidence qua the fact that the petitioner was in any way responsible for the day to day affairs of the company, on whose behalf the cheques were issued or that she had signed the same, it is hereby held that the view taken by this Court in the case of Sonia Chopra (supra) deserves to be followed and thus, it is hereby held that the contention of the petitioner has got merit qua the fact that the order for her summoning to face trial for the



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commission of offence punishable under Section 138 of Negotiable Instruments Act is perverse and deserves to be quashed.

20. As a sequel to above-mentioned observations, the complaint No.NACT/4920/2020 as well as impugned order dated 03.02.2021 are hereby quashed, qua petitioner, accordingly.

21. The interim order if any stands vacated, accordingly. The interim applications also stands disposed of.

22. Pending miscellaneous application(s), if any, also stands disposed of.

(SURYA PARTAP SINGH)
JUDGE

22.01.2026

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Whether speaking/reasoned : Yes
Whether Reportable : No