



145 **IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CRM-M-11552-2024
Date of decision: 09.02.2026

RAJWINDER SINGH

...PETITIONER

V/S

HARVINDER SINGH

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE SUBHAS MEHLA

Present: Mr. Suresh Pal, Advocate for the petitioner.

Mr. Simran Kaur Bhatti, Advocate for
Mr. Sandeep Saini, Advocate for respondent.

SUBHAS MEHLA, J. (ORAL)

1. Present petition has been filed under Section 482 of Cr.P.C. for quashing complaint dated 01.06.2021 filed under Sections 138 of Negotiable Instruments Act, 1881 (for short 'NI Act') in case titled as '***Harvinder Singh vs. Kulvinder Singh and another***' bearing NACT No.857 of 2021 and also summoning order dated 21.09.2023, whereby, the petitioner have been summoned to face trial under Section 138 of NI Act.

2. The complaint in question has been preferred by respondent alleging that he contracted with the petitioner and his co-accused for construction work of his house for an amount of Rs.11,25,000/- but the same could not be completed; the accused and petitioner promised to pay Rs.4,00,000/- as refund of the excess amount to the respondent, for which, co-accused issued two cheques bearing Nos.275576 and 275579 dated 02.05.2021 of Rs.1,00,000/- drawn at Canara Bank, Branch Zirakpur, District SAS Nagar in favour of the complainant. The said cheques, on presentation to banker, got



dishonoured with remarks 'Funds Insufficient'. Thereafter, complainant/respondent served a legal notice for demanding the cheque amount, but petitioner along with co-accused failed to make the payment and complainant filed the present complaint before the court of learned Judicial Magistrate 1st Class, Ambala, wherein, petitioner has been summoned under Section 138 of NI Act vide impugned order dated 21.09.2023.

3. Learned counsel for the petitioner contended that summoning order suffers from patent illegality that has been passed without application of judicial mind and the same is contrary to the settled principle of law. It is further contended that petitioner was doing the job of Supervisor with the contractor and he was not authorized to deal with the business of the co-accused; the petitioner is neither the author of the cheque nor he has any concern with the working of the co-accused. To support his contentions, learned counsel placed reliance upon '***S.M.S. Pharmaceuticals Ltd. vs. Neela Bhalla and another***', 2005 (8) SCC 89 and '***K.P.G. Nair vs. Jindal Menthol India Ltd.***', 2001 (10) SCC 218.

4. On the other hand, learned counsel for the respondent submitted that the petitioner has played active role in commission of offence and cheated the complainant/respondent on the pretext of doing construction work of his house.

5. Heard.

6. Keeping in view the fact that the present petitioner was neither the signatory of the cheques, nor was he authorized to deal on behalf of co-accused, the present petition stands allowed as no liability of petitioner can be culled out under Section 138 of Negotiable Instruments Act, 1881 (for short



‘NI Act’); complaint dated 01.06.2021 filed under Sections 138 of NI Act in case titled as ‘*Harvinder Singh vs. Kulvinder Singh and another*’ bearing NACT No.857 of 2021 and also summoning order dated 21.09.2023 qua the present petitioner stands quashed.

February 09, 2026
manisha

(SUBHAS MEHLA)
JUDGE

- | | | |
|------|---------------------------|--------|
| (i) | Whether speaking/reasoned | Yes/No |
| (ii) | Whether reportable | Yes/No |