



CRM-M-63452-2025 and connected matter

-1-

128

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

Decided on: 12.02.2026

CRM-M-63452-2025

Manjinder Singh @ Manjinder Singh Brarh

.... Petitioner

versus

Jaswinder Singh

.... Respondent

CRM-M-63447-2025

Baljit Kaur @ Baljeet Kaur Brar

.... Petitioner

versus

Jaswinder Singh

.... Respondent

CORAM: HON'BLE MR. JUSTICE VINOD S. BHARDWAJPresent: Mr. Vikas Kumar, Advocate
for the petitioner.

Vinod S. Bhardwaj, J. (Oral)

This order shall dispose of above-said two petitions as issue involved in them is same. Brief facts of case are taken from CRM-M-63452-2025.

Present petition has been filed under Section 528 of BNSS for quashing of criminal complaint No.NACT/161/2024 dated 29.10.2024 under Section 138 of Negotiable Instruments Act, 1881 pending in the court of JMIC, Baghapurana District Moga and subsequent proceedings arising therefrom.

2. Brief facts of the case are that the respondent-complainant had filed a criminal complaint against the petitioner for offence under Section 138



of Negotiable Instruments Act alleging that the petitioner Manjinder Singh and his mother Baljit Kaur (petitioner in CRM-M-63447-2025) had executed an agreement to sell dated 05.12.2019 at Smalsar for their land measuring 07 kanals 11 marlas 03 sarshai falling in village Rajiana for a sum of Rs.8,50,000/- per acre. A sum of Rs.6,00,000/- (Rs.3,00,000/- each) was alleged to have been received by the petitioner and his mother through cheque as earnest money. The date for execution of sale deed was mentioned as 30.06.2022. The petitioner and his mother were alleged to have not stood by the terms and conditions of the agreement to sell dated 05.12.2019. Thereafter, the respondent-complainant approached the petitioner to execute the sale deed. The petitioner and his mother refused to execute the sale deed, however, they agreed to return the earnest money along with interest thereupon and in discharge of liability towards the same, a cheque No.534326 dated 24.08.2024 for a sum of Rs,4,96,190/- (being Rs.3,00,000/- principal plus interest). The said cheque was dishonoured on its presentation, whereupon, after submission of a legal notice, the above complaint was filed.

3. Sole argument of the learned counsel for the petitioner is that the transaction by way of agreement to sell in question took place on 05.12.2019 whereas the dishonoured cheque was issued on 24.08.2024. The proceedings thus could not have been initiated as the cheque was issued against a time barred debt and same was thus, not a legally enforceable liability against the petitioners. The respondent, thus, cannot hence lawfully claim the amount.

4. Heard learned counsel for the petitioners and perused the relevant material available on record.



5. A perusal of the complaint reveals that the date of execution of the sale deed had been fixed for 30.06.2022. Hence, as on the date, when the cheque was issued on 24.08.2024, the same cannot *prima facie* be said to be time barred. Learned counsel for the petitioners alleges that the respondent-complainant has used his dominant position to obtain the said cheque from the petitioners. The submission cannot be accepted at this stage as the said issue would be a disputed question of fact and the same cannot be gone into at this stage.

6. The present petitions are accordingly dismissed at this stage being borne out of and giving rise to mixed questions of law and fact. Such mixed questions of law and fact cannot be gone into by this Court in exercise of its jurisdiction under Section 528 BNSS. The same would require leading of evidence and examination of witnesses in support of the respective contentions and defence.

7. The petitioners shall, however, be at liberty to take all pleas and lead evidence before the Trial Court, which shall then decide the matter in accordance with law.

12.02.2026
sonia

(VINOD S. BHARDWAJ)
JUDGE

Whether speaking/reasoned?
Whether reportable?

Yes/No
Yes/No