



**In the High Court for the States of Punjab and Haryana
at Chandigarh**

167

CRM-M-71069-2025 (O&M)
Date of Decision:-26.02.2026

Surender Yadav

... Petitioner

Versus

Renu Sharma

... Respondent

CORAM: HON'BLE MR. JUSTICE SUBHAS MEHLA

Present:- Mr. Vimal Kumar Gupta, Advocate with
Mr. Mukul Bura, Advocate and
Ms. Palkin Bhardwaj, Advocate,
for the petitioner.

SUBHAS MEHLA, J. (Oral)

1. The present petition has been filed under Section 528 of Bharatiya Nagarik Suraksha Sanhita (BNSS), 2023 for quashing of impugned order dated 09.10.2017 (Annexure P-3) passed by learned JMIC, Gurugram, in a case bearing NACT No.9706/2017 dated 25.07.2017, vide which the application for condonation of delay of 4 days in filing the complaint under Section 138 of Negotiable Instruments Act, 1881 (for short, 'Act') was allowed and order dated 11.11.2025 (Annexure P-5) in CRR No.480-2019 passed by learned Additional Sessions Judge, Gurugram, vide which the revision petition filed by the petitioner was dismissed.

2. The brief facts of the case are that petitioner borrowed a loan to the tune of ₹ 12 lac for the purpose of expansion of his business in November 2016, and issued two cheques of ₹ 6 lac each, in discharge of his liability, drawn on Acis Bank, Laxmi Nagar, Gurugram, which stood dishonored on



CRM-M-71069-2025 (O&M)

(2)

presentation by the respondent. After having served a legal notice dated 02.06.2017, respondent preferred a complaint under Section 138 of the Act and Sections 406, 420 IPC, wherein complainant moved an application under Section 142(b) of the Act for condonation of delay of four days in filing the complaint which has been allowed by the learned JMIC, Gurugram, vide impugned order dated 09.10.2017. The revision filed against the said order was also dismissed by the Additional Sessions Judge, Gurugram.

3. Learned counsel for the petitioner contended that there is a delay of four days in filing the instant complaint, and delay was condoned without appreciating the facts & circumstances of the present case, and thus, prayed for setting of the impugned order passed by the Magistrate as well as the revisional Court.

4. Heard.

5. Section 142(b) of the Negotiable Instruments Act provides the limitation period within which a complaint under Section 138 of the Act is required to be filed. The proviso to the said provision also empowers the Court to take cognizance of a complaint even after the prescribed period, if the complainant satisfies the Court that he had sufficient cause for not making the complaint within such period.

Section 142(1) of the Negotiable Instrument Act:

"142. Cognizance of offences -
(1) Notwithstanding anything contained in the Code of Criminal Procedure, 1973 (2 of 1974)-



CRM-M-71069-2025 (O&M)

(3)

(a) no court shall take cognizance of any offence punishable under section 138 except upon a complaint, in writing, made by the payee or, as the case may be, the holder in due course of the cheque;
(b) such complaint is made within one month of the date on which the cause of action arises under clause (c) of the proviso to section 138:

Provided that the cognizance of a complaint may be taken by the Court after the prescribed period, if the complainant satisfies the Court that he had sufficient cause for not making a complaint within such period.

6. It is well settled that the power to condone delay is intended to advance substantial justice. Courts are required to adopt a liberal and justice-oriented approach while considering applications seeking condonation of delay, particularly where refusal to condone the delay would result in foreclosing a complainant's remedy at the threshold without adjudicating the matter on merits. The provisions qua limitation period for filing complaint is not meant to destroy the right of the complainant but to ensure that remedy is availed within a reasonable time, while at the same time permitting courts to relax the rigour of limitation where sufficient cause is shown.

7. The object of the provisions relating to dishonour of cheques under the Negotiable Instruments Act is to enhance the credibility of commercial transactions and to promote the efficacy of banking instruments in business dealings. The legislative intent underlying these provisions is to provide a meaningful and effective remedy to the payee of a dishonoured cheque and to ensure that the drawer does not evade liability on technical



CRM-M-71069-2025 (O&M) (4)

grounds. In the present case, the learned Magistrate has considered the explanation offered by the complainant that delay was caused on account of assurance given by the accused that he would make payment on 23.07.2017 and condoned the delay. The delay involved is not of such magnitude as to suggest any deliberate negligence or mala fide conduct on the part of the complainant. Rather, the explanation appears to be bona fide and sufficient to invoke the discretion vested in the Court under the Proviso to Section 142(b) of the Act.

8. Keeping in view the above discussion, this Court finds no interference in the impugned orders passed by learned Courts below. Accordingly, the petition is dismissed.

26.02.2026
Geeta/avin

(SUBHAS MEHLA)
JUDGE

Whether speaking /reasoned	Yes / No
Whether Reportable	Yes / No