

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

(148) CRM-M-54438-2023 (O & M)

Tania Thakur ... Petitioner(s)

V/s

Aditya Chopra, Proprietor of M/s Luftan Industries

...Respondent(s)

1	*The date when the judgment was reserved*	*06.10.2026*
2	*The date when the judgment is pronounced*	*08.10.2026*
3	*The date when the judgment is uploaded on the website*	*09.10.2026*
4	*Whether only operative part of the judgment is pronounced or whether the full judgment is pronounced*	*Full*
5	*The delay, if any, of the pronouncement of full judgment, and reasons thereof.*	*Not applicable*

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Mr. Amit Kumar Saini, Advocate,
for the petitioner.

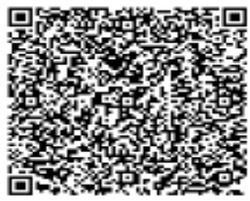
Ms. Ramandeep Kaur, Advocate (Amicus Curiae)
for the respondent.

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JASJIT SINGH BEDI, J. (Oral)

The prayer in the present petition is for quashing of the criminal complaint No.COMA/44761 of 2022 titled as 'Aditya Chopra versus M/s Gusto Steels and Forging Industry & Others' dated 12.09.2022 (Annexure P-3), summoning order dated 13.09.2022 (Annexure P-6), the order dated 06.09.2023 (Annexure P-9) whereby the revision petition filed by the petitioner has been dismissed and all further proceedings arising therefrom.

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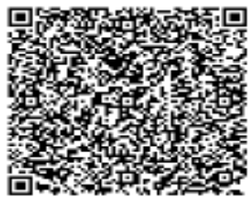


2. The brief facts as emanating from the complaint dated 12.09.2022 (Annexure P-3) are that the complainant-respondent (hereinafter known as 'the respondent') was the Proprietor of M/s Luftan Industries, Ludhiana. The accused No.3-petitioner/ Tania Thakur (hereinafter known as 'the petitioner') alongwith her mother Priya Thakur (accused No.2 in the complaint) were the partners and persons in charge of M/s Gusto Steels and Forging Industry, Ludhiana. They entered into a rent agreement dated 25.03.2022 with the respondent for an amount of Rs.1,40,000/- per month for a premises alongwith the machinery. Post-dated cheques including the cheque in question i.e. Cheque No.000040 dated 01.06.2022 for an amount of Rs.1,40,000/- each were issued in favour of the respondent. The said cheque (Cheque No.000040 dated 01.06.2022 for a sum of Rs.1,40,000/-) came to be dishonoured, leading to the filing of the complaint No.COMA/44761 dated 12.09.2022 (Annexure P-3) and the consequential summoning order dated 13.09.2022 (Annexure P-6).

3. The aforesaid summoning order dated 13.09.2022 (Annexure P-6) was challenged before the Court of the Sessions Judge, Ludhiana and vide order dated 06.09.2023, the revision petition (CRR-323-2023) came to be dismissed. A copy of the said order dated 06.09.2023 is attached as Annexure P-9 to the present petition.

4. The aforementioned complaint dated 12.09.2022 (Annexure P-3), summoning order dated 13.09.2022 (Annexure P-6), the order in revision dated 06.09.2023 (Annexure P-9) and all the consequential proceedings arising therefrom are under challenge in this petition.

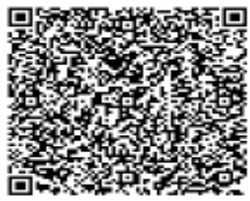
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5. The learned counsel for the petitioner contends that the cheque No.000040 dated 01.06.2022 was issued from the personal bank account No.1012775702 of Kotak Mahindra Bank of Priya Thakur one of the partners of the Firm-M/s Gusto Steels and Forging Industry which subsequently came to be dishonoured, leading to the filing of the complaint dated 12.09.2022 (Annexure P-3). Even though, the said cheque was issued in the discharge of the liability of the Firm, it had been issued from the personal account of Priya Thakur who is also the signatory thereof. The petitioner, though, a partner in the said Firm, cannot be liable to face Trial under Section 138 read with Section 141 of the Negotiable Instruments Act. Pertinently, two other complaints were filed for the dishonour of other cheques but only Priya Thakur was summoned to face Trial in the said complaints. However, in the present complaint even the petitioner has been summoned. Reliance is placed on the judgments in ***'Bijoy Kumar Moni versus Paresh Manna & Anr. 2025(1) RCR(Criminal) 265 and Sanjeev Vijaya Rao Betigeri and another versus Bharti Telemedia Ltd. (CRM-M-30361-2019 decided on 14.08.2026)'*** to contend that the complaint dated 12.09.2022 (Annexure P-3), summoning order dated 13.09.2022 (Annexure P-6) and the order in revision dated 06.09.2023 (Annexure P-9) and all the consequential proceedings arising therefrom are liable to be quashed.

6. The learned Amicus Curiae for the respondent, on the other hand, contends that the petitioner is a partner with her mother-Priya Thakur in the Firm-M/s Gusto Steels and Forging Industry. Once the cheque in question had been issued in the discharge of the legal liability of the Firm,

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the petitioner is liable to face Trial alongwith the signatory-Priya Thakur, even though, the cheque had been issued from the personal account of Priya Thakur and she alone is the signatory. Therefore, the present petition is liable to be dismissed.

7. I have heard the learned counsel for the parties.

8. Section 138 of the Negotiable Instruments Act reads as under:-

> ***138. Dishonour of cheque for insufficiency, etc., of funds in the account.—***
>
> *Where any cheque drawn by a person on an account maintained by him with a banker for payment of any amount of money to another person from out of that account for the discharge, in whole or in part, of any debt or other liability, is returned by the bank unpaid, either because of the amount of money standing to the credit of that account is insufficient to honour the cheque or that it exceeds the amount arranged to be paid from that account by an agreement made with that bank, such person shall be deemed to have committed an offence and shall, without prejudice to any other provisions of this Act, be punished with imprisonment for a term which may be extended to two years, or with fine which may extend to twice the amount of the cheque, or with both:*
>
> Provided that nothing contained in this section shall apply unless—
>
> (a) the cheque has been presented to the bank within a period of six months from the date on which it is drawn or within the period of its validity, whichever is earlier;
>
> (b) the payee or the holder in due course of the cheque, as the case may be, makes a demand for the payment of the said amount of money by giving a notice in writing, to the drawer of the cheque, [within thirty days of the receipt of information by him from the bank regarding the return of the cheque as unpaid; and
>
> (c) the drawer of such cheque fails to make the payment of the said amount of money to the payee or, as the case

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may be, to the holder in due course of the cheque, within fifteen days of the receipt of the said notice.

Explanation.—For the purposes of this section, "debt or other liability" means a legally enforceable debt or other liability.]

9. Section 141 of the Negotiable Instruments Act reads as under:-

Section 141. Offences by companies--

(1) If the person committing an offence under section 138 is a company, every person who, at the time the offence was committed, was in charge of, and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly:

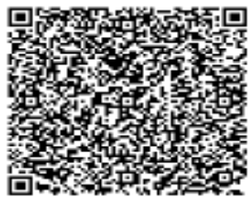
Provided that nothing contained in this sub-section shall render any person liable to punishment if he proves that the offence was committed without his knowledge, or that he had exercised all due diligence to prevent the commission of such offence:

[Provided further that where a person is nominated as a Director of a company by virtue of his holding any office or employment in the Central Government or State Government or a financial corporation owned or controlled by the Central Government or the State Government, as the case may be, he shall not be liable for prosecution under this Chapter.]

(2) Notwithstanding anything contained in sub-section (1), where any offence under this Act has beencommitted by a company and it is proved that the offence has been committed with the consent or connivance of, or is attributable to, any neglect on the part of, any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

Explanation.—For the purposes of this section, —

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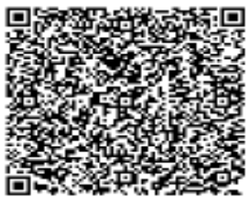
> (a) “company” means any body corporate and includes a firm or other association of individuals; and
>
> (b) “director”, in relation to a firm, means a partner in the firm.

10. In ***Bijoy Kumar Moni (supra),*** the cheque was issued by an accused for his personal liability but from an account of a Company of which he was a Director. The Company was not made an accused. While acquitting the accused, the Court directed that since the accused had not replied to the statutory notice pursuant to the dishonour of the cheque and therefore, did not take the plea of the cheque having been drawn on the account of the Company in his capacity as a Director, his conduct amounted to dishonest intention in not repaying the amount borrowed by him from the complainant and therefore, it was left open to the complainant to approach the jurisdictional police station to lodge an appropriate FIR against the accused.

11. In ***Sanjeev Vijaya Rao Betigeri (supra),*** for the discharge of the liability of the Company, a cheque was issued by the Chief Executive Officer of the Company but from an account maintained by him. Proceedings qua the Directors/Managing Directors of the Company were quashed.

12. Coming back to the facts of the present case, it is not in doubt that the cheque in question has been signed by Priya Thakur and is drawn on an account maintained by her, though, it had been issued in the discharge of the liability of the Firm-M/s Gusto Steels and Forging Industry of which both the petitioner-Tania Thakur and Priya Thakur are partners.

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13. Interestingly, with respect to the dishonour of two other cheques, separate complaints were filed but only Priya Thakur was summoned to face Trial and not the petitioner-Tania Thakur. It is only in the present case that on the filing of the complaint dated 12.09.2022 (Annexure P-3), the petitioner too has been summoned to face Trial under the provisions of the Negotiable Instruments Act alongwith Priya Thakur.

14. Keeping in view the judgments in ***Bijoy Kumar Moni (supra) and Sanjeev Vijaya Rao Betigeri (supra)***, the liability would be of Priya Thakur alone and not the petitioner.

15. Therefore, the complaint No.COMA/44761 of 2022 titled as 'Aditya Chopra versus M/s Gusto Steels and Forging Industry & Others' dated 12.09.2022 (Annexure P-3), summoning order dated 13.09.2022 (Annexure P-6) , the order in revision (CRR-323-2023) dated 06.09.2023 (Annexure P-9) and all the consequential proceedings arising therefrom stand quashed qua the petitioner alone. However, the proceedings shall continue against Priya Thakur.

16. The present petition stands disposed of in the above terms.

17. The pending application(s), if any, shall stand disposed of accordingly.

October 08, 2026 **(JASJIT SINGH BEDI)**
sukhpreet **JUDGE**

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No

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