

Nalanda Builders & Developers Pvt. Ltd. & Ors. Vs.state & Anr.

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Court : Delhi

Decided On : Apr-25-2018

Appellant : Nalanda Builders & Developers Pvt. Ltd. & Ors.

Respondent : State & Anr.

Judgement :

\$~67 TO70* IN THE HIGH COURT OF DELHI AT NEW DELHI CRL.M.C.
2162/2018 Judgment delivered on:

25. 04.2018 NALANDA BUILDERS & DEVELOPERS PVT LTD & ORS

... Petitioner
s versus STATE & ORS

... RESPONDENTS
% + + CRL.M.C. 2163/2018 NALANDA BUILDERS & DEVELOPERS PVT LTD &
ORS

... Petitioner
s versus STATE & ANR

... RESPONDENTS
+ CRL.M.C. 2164/2018 NALANDA BUILDERS & DEVELOPERS PVT LTD & ORS
.....

... Petitioner

s versus ADVIK FINANCE & PROPERTIES PVT LTD & ORS

... RESPONDENTS

+ CRL.M.C. 2165/2018 NALANDA BUILDERS & DEVELOPERS PVT LTD & ORS

.....

... Petitioner

s versus STATE & ORS

... RESPONDENTS

CRL.M.C.2162/2018, 2163/2018, 2164/2018 & 2165/2018 Page 1 of 3 Advocates who appeared in this case: For the

... Petitioner

: Mr. Deepak Sharma, Mr. Alok Kumar Singh & Mr. Rishabh Jain, Advocates For the Respondent CORAM:-

"HONBLE MR JUSTICE SANJEEV SACHDEVA : Mr. Arun Kumar Sharma, APP for the State. JUDGMENT2504.2018 SANJEEV SACHDEVA, J.

(ORAL) Crl.M.A.7691-7694/2018 (exemption) Allowed, subject to all just exceptions. CRL.M.C. 2162/2018, CRL.M.C. 2163/2018, CRL.M.C. 2164/2018 & CRL.M.C. 2165/2018 1.

... Petitioner

impugns order dated 01.03.2018 rejecting the revision petition of the petitioner impugning the order dated 27.01.2018 of the Trial Court.

2. The petitioner was an accused in proceedings under Section 138 of Negotiable Instruments Act, 1881 which were initiated by respondent No.2 claiming that cheques in the sum of Rs.1,18,00,000/- had been dishonoured.

3. It is the case of the petitioner that in January, 2017 a sum of Rs.18 lakh was paid. On 04.07.2017 when Non-Bailable Warrants were issued qua the petitioner, a settlement was arrived wherein the petitioner agreed to pay a sum of Rs.1 crore to respondent No.2. Rs.50,00,000/- were to be paid on or before 21.08.2017 and the balance Rs.50,00,000/- in the first week of October, 2017.

CRL.M.C.2162/2018, 2163/2018, 2164/2018 & 2165/2018 Page 2 of 3 4. The petitioner thereafter sought to contend that the said amount of Rs.1 crore included the payment of Rs.18 lakh which was made in January, 2017.

5. Trial Court as well as the Revisional Court did not accept the contention of the petitioner that adjustment of an amount of Rs.18 lakh, paid prior to the settlement dated 04.07.2017, was to be made.

6.

... Petitioner

has filed the present petition once again impugning the said settlement.

7. Perusal of settlement recorded on 04.07.2017 clearly shows that petitioner had agreed to pay Rs.1 crore; Rs.50 lakh on or before 21.08.2017 and balance Rs.50 lakh by first week of October, 2017. There is no reference to Rs.18 lakh earlier paid in January, 2017. Further it is an admitted position that the total cheque amount was Rs.1,18,00,000/-. It stands to logic that the settlement arrived on 04.07.2017 for payment of Rs.1 crore had already factored in itself the payment of Rs.18 lakh paid in January, 2017 and that is why parties agreed on a lesser amount of Rs.1,00,00,000/-.

8. I find no infirmity in the view taken by the Trial Court as well as the Revisional Court. There is no merit in the petition. The petition is accordingly dismissed.
APRIL25 2018 ns SANJEEV SACHDEVA, J CRL.M.C.2162/2018, 2163/2018, 2164/2018 & 2165/2018 Page 3 of 3

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