

Ravikanth Industries and anr. Vs. the State of A.P. and anr.

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Court : Andhra Pradesh

Decided On : Mar-01-2006

Reported in : I(2007)BC203; 2006CriLJ2685

Judge : P.S. Narayana, J.

Acts : [Negotiable Instruments Act, 1881](#) - Sections 138; Code of Criminal Procedure (CrPC) , 1974 - Sections 482

Appeal No. : Cri. Petn. No. 1155 of 2003

Appellant : Ravikanth Industries and anr.

Respondent : The State of A.P. and anr.

Advocate for Def. : Public Prosecutor and ;Veer Shivkumar, Adv.

Advocate for Pet/Ap. : Sudershan Reddy, Adv.

Disposition : Petition dismissed

Judgement :

ORDER

P.S. Narayana, J.

1. Heard Sri Madhusudhan Reddy, counsel representing the petitioners and the learned Public Prosecutor.

2. Respondent No. 2-M/s. Jainex Limited filed complaint under Section 138 of [Negotiable Instruments Act, 1881](#) (in short hereinafter referred to as the 'Act') against the petitioners-accused in C.C. No. 1539 of 2000 on the file of the XI Metropolitan Magistrate, City Civil Court, Secunderabad. The allegation in the complaint is that the petitioners had issued cheque to M/s. TATA SSL Limited bearing No. 464651 dated 8-9-2000 for an amount of Rs. 80,237/-. It is stated that the petitioners' transactions with M/s. TATA SSL Limited have no manner of connection with the respondent and the respondent or M/s. TATA SSL Limited cannot file any complaint against the petitioners under Section 138 of the Act. The petitioners are not liable to pay any amounts to M/s. TATA SSL Limited. It is stated that even if the averments made in the complaint are to be taken on its face value, they do not disclose any offence against the petitioners and hence the same is liable to be quashed.

3. The main ground of attack is that the complainant has no locus stand to file this complaint. In this context it may be appropriate to have a look at the averments made in the complaint. A.2 representing A. 1 signed the cheque bearing No. 464651 dated 8-9-2000 to be drawn on Vasavi Co-operative Bank Ltd., Begumpet, Hyderabad. Respondent No. 2's Principal through its Manager of M/s. TATA SSL Limited, Surya Towers, Secunderabad, had deposited the cheque with complainant's Principal Bank ICICI Bank Limited, Khairtabad. It is stated that the complainant is the holder of the cheque. It may be appropriate to have a look at paras 5 to 10 of the complaint which are as here-under:

5) That on 8-9-2000, accused No. 2. representing accused No. 1, by signing on cheque bearing No. 464651 dated 8-9-2000 of his bank Vasavi Co-operative Urban Bank Ltd., Begumpet, Hyderabad, issued the cheque for a worth of Rs. 80,237/(Rupees eighty thousand two hundred and thirty seven only) to the complainant's principal M/s. Tata SSL Ltd., Surya Towers, Secunderabad, toward the above transaction.

6) That a complainant's Principal through its Manager, of M/s. TATA SSL Ltd., Surya Towers, Secunderabad has deposited the said cheque bearing No. 464651 dated 8-9-2000 issued by the accused No. 2, in the complainant's Principal Bank

ICICI Bank Ltd., Khairatabad, Hyderabad.

7) That the complainant's Principal Bank has sent said cheque for the clearance of the amounts under the same to the Bank of accused Nos. 1 & 2 i.e. Vasavi Co-operative Urban Bank Ltd., Begumpet, Hyderabad and to the utter surprise of the complainant and its Principal the said cheque bearing No. 464651 dated 8-9-2000 issued by the accused No. 2, was dishonoured and bounced with a Memo dated 14-9-2000 from the accused No. 2's bank i.e. Vasavi Co-operative Urban Bank Ltd., Begumpet, Hyderabad and with an endorsement of 'exceeding arrangement'.

8) That immediately, the complainants principal M/s. TATA SSL Limited Surya Towers, Secunderabad has handed over the said cheque along with a Memo issued by the Vasavi Co operative Urban Bank Ltd., Begumpet, Hyderabad and memo issued by ICICI Bank to the complainant for taking necessary action against the accused Nos. 1 & 2.

9) That the complainant's company after receiving the cheque bearing No. 464651 dated 8-9-2000 for a worth of Rs. 80,237/-(Rupees Eighty thousand two hundred & thirty seven only) issued by the accused Nos. i & 2, along with the memos issued by the Vasavi Co-operative Urban Bank Ltd., Begumpet, Hyderabad and also from ICICI Bank Limited and as such the complainant has become holder of the above cheque in due course.

10) That immediately after a receipt of the above cheque and the memos from the Principal of the complainant, the complainant got issued by its Marketing Executive, Sri B. H. Raj, legal notice under Section 138, Clause (b) to the accused Nos. 1& 2 through its counsel on 26-9-2000, for the payment of amounts in the cheque bearing No. 464651 dated 8-9-2000 of the accused Nos. 1 & 2'S Bank i.e. Vasavi Co-operative Urban Bank Ltd.; Begumpet, Hyderabad, within 15 days from the date of the receipt of this said notice.

4. In the light of the allegations made in detail in the complaint, this Court is of the considered opinion that whether in the peculiar facts and circumstances of the case, the complaint can be made or not these are the questions to be decided at the appropriate stage. These are all factual aspects which may have to be decided

at the time of trial. Hence, this Court is satisfied that this is not a fit case to, interfere with Under Section 482 Of the Criminal Procedure Code.

5. The Criminal petition stands dismissed giving liberty to the petitioners to raise all these grounds at the appropriate Stage.

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