

Sachin J. Nadig v. Dentsply India Private Limited, (2022-3)207 PLR 418 (SC)

SUPREME COURT OF INDIA

Before : Justice Sanjay Kishan Kaul and Justice M.M. Sundresh.

SACHIN J. NADIG – Petitioner

Versus

DENTSPLY INDIA PRIVATE LIMITED – Respondent

Criminal Appeal No. 408 of 2022 (Arising out of SLP(Crl) No. 7637 of 2021)

Negotiable Instruments Act, 1881, 1881 (26 of 1881) Section 138 - Notice issued - Amount paid within the statutory period - Very cause for initiation of the complaint does not survive - Cannot accept the plea there are other dues and the amount was liable to be adjusted against the same - Proceedings quashed.

(Arising out of impugned final judgment and order dated 30-09-2021 in CRLMC No. 2371 of 2021 passed by the High Court of Delhi At New Delhi).

Mr. Devadatt Kamat, Sr. Advocate, Mr. Rajesh Inamdar, Mr. Pai Amit, Mr. Javedur Rahman, Mr. Siddhanth Singh and Ms. Ripul Swati, for the Petitioner. Mr. Vishwendra Verma and Dr. Sushil Balwada, for the Respondent.

ORDER

- (11.03.2022) – Leave granted.

2. The short issue before this Court is whether the proceedings initiated by the respondent under section 138 of the Negotiable Instruments Act, 1881 pending before the Metropolitan Magistrate, Patiala House courts, New Delhi, are liable to continue or liable to be quashed in view of the stand of the appellant.

3. A perusal of the impugned order as well as the submissions of the appellant recorded before us on the last date of hearing on 08.10.2021 would show that the cheque of the appellant did bounce and a notice was served on the appellant. As per page 48, the notice was delivered on 20.05.2017 and on 03.06.2017, the amount of Rs.5,02,316/- the exact amount of the notice was remitted.

4. We fail to appreciate the submissions of the respondent's counsel or the reasoning in the impugned judgment since the very cause for initiation of the complaint does not survive if the amount is remitted within the statutory period.

5. We may say that the learned counsel for the respondent seeks to contend that there are

other dues of the appellant and the transmitted amount was liable to be adjusted against the same. We cannot accept the plea as if there are other dues of the appellant for which any cheque has been issued, or not issued, appropriate course of action in accordance with law is available to the respondent in respect thereof.

6. In view of the aforesaid, the impugned judgment is set aside and the proceedings in pursuance to the complaint case No.8452/2017 are quashed.

7. The appeal is allowed leaving parties to bear their own costs.

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