

Sushil Kumar vs Sandeep Kumar on 23 January, 2026

DLNE020012582022

IN THE COURT OF MS. NISHTHA MEHTANI, JUDICIAL
MAGISTRATE FIRST CLASS, NI ACT, NORTH EAST DISTRICT,
KARKARDOMA COURT, DELHI

CC NO: 336/2022
P. S. Bhajanpura
U/s 138 NI Act

Sushil Kumar Vs. Sandeep Kumar

JUDGMENT

1. CC No.	:	336/2022
2. Date of institution of the case	:	04.03.2022
3. Name of complainant	:	Sushil Kumar S/o Sh. Brahm Singh R/o H.No. D-585, gali no.2 Ashok Nagar, Shahdara, Delhi-110092
4. Name of accused, parentage and address	:	Sandeep Kumar S/o Sh. Raj Bir Singh R/o H.No. A-122, Street No.02, Pradhan Wali Gali, Dagar Pur Mohalla, Johripur, Northeast, Delhi-110094
5. Offence complained of	:	138 N. I. Act
6. Plea of accused	:	Accused pleaded not guilty
7. Final order	:	Acquitted
8. Date on which order was reserved	:	12.01.2026
9. Date of pronouncement	:	23.01.2026

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FACTUAL BACKGROUND OF THE CASE

1. Vide this judgment, this Court shall dispose off the present complaint case instituted by the Complainant invoking the provisions of Section 138 of the Negotiable Instruments Act, 1881(as in after referred to as NI Act).

2. The facts giving rise to the instant complaint case, as per the complainant, may be summarized as hereafter: That the accused is well known to the complainant for last 10 years. In the month of November- December 2019, the accused approached the complainant to extent financial help to meet the hospital expenses occurred during the birth of his child. That considering the request of the accused, complainant advanced a sum of Rs.1,50,000/- to the accused. That in December 2019, complainant had given Rs.1,50,000/- to the accused after borrowing Rs.75,000/- from his father and cousin brother and the accused had agreed to repay the same within six to seven months. That in discharge of his admitted liability, accused had issued one cheque bearing no.705563 dt. 29.12.2021, drawn on Punjab National Bank, Johripur, Shiv Vihar, Delhi-110094 for a sum of Rs.1,50,000/- (hereinafter the 'cheque in question')in favour of the complainant with an assurance that same would be honored on its presentation by his banker. That when complainant presented the abovesaid cheque in question for encashment with his banker i.e. Kotak Mahindra Bank Ltd. Yamuna Vihar, Delhi -110058, same was returned unpaid with remarks "Account blocked" vide returning memo dt. 31.12.2021. That when accused did not pay the said amount after repeated requests, complainant issued a legal demand notice dated 28.01.2022 calling upon the accused to pay the amount of the aforesaid cheque within the stipulated period but the CC No. 336/2022 Page 2 of 16 Nishtha Mehtani Sushil Kumar vs Sandeep Kumar JMFC/NI/NE/KKD/DELHI NISHTHA by NISHTHA MEHTANI MEHTANI Date: 2026.01.23 16:23:05 +0530 accused did not make the payment within the statutory period, hence the present complaint.

PROCEEDINGS BEFORE COURT

3. The complainant tendered his evidence by way of affidavit and relied upon following evidences:-

a)	Evidence affidavit	Ex. CW1/A
b)	Original cheque no. 705563	Ex. CW1/B
c)	Returning memo dt. 31.12.2021	Ex. CW1/C
d)	Legal notice dt. 28.01.2022	Ex. CW1/D
e)	Postal receipt	Ex. CW1/E

4. Upon appreciation of pre-summoning evidence, accused was summoned for an offence punishable under Section 138 of NI Act and notice under Section 251, Code of Criminal Procedure, 1973 (herein after referred to as Cr.P.C.) was served upon accused on 19.07.2022 to which he pleaded not guilty and claimed trial. The accused took the defence that he knows the complainant through one of his friend. He stated that had taken an amount of Rs.63,000/- from complainant out

of which Rs.38,000/- was given by complainant himself and Rs.25,000/- was arranged from some person named Sonu by the complainant in the year 2016 and that he had returned the entire money on 22.11.2018 (Rs.38,000/- to complainant and Rs.25,000/- to Sonu) alongwith Rs.1900/- against the interest. It was stated that the cheque in question was given to the complainant as security and after repayment of entire amount, he asked the complainant for his security cheque but the complainant stated that he had misplaced the cheque. He further stated that the complainant had misused his security cheque and denied any liability towards the complainant. Accused had denied his CC No. 336/2022 Page 3 of 16 Nishtha Mehtani Sushil Kumar vs Sandeep Kumar JMFC/NI/NE/KKD/DELHI NISHTHA MEHTANI MEHTANI Date:

2026.01.23 16:23:19 +0530 signatures on the cheque in question. He had also denied the other details on the cheque in question being filled by him. He had admitted having received the legal demand notice sent by the complainant.

5. Thereafter, at oral request the accused was granted opportunity to cross examine the complainant vide order dt.19.07.2022.

6. The complainant has only examined himself as CW1. In the post summoning evidence, the complainant (CW1) has adopted his pre- summoning evidence. The complainant was cross examined by the Ld. Counsel for accused. CE was closed vide order dated 07.01.2023.

7. Accused was, thereafter, examined U/s 281 r/w Sec 313 Criminal Procedure code, 1872 on 07.01.2023 wherein entire incriminating evidence was put to him. The accused took the defense that he knew the complainant, however the complainant did not advance him Rs. 1,50,000/- in December 2019 as he had not asked for the same. He stated that in the year 2016, he had taken Rs.38,000/- from the complainant and gave the cheque in question to him at the time of taking the abovesaid amount of Rs.38,000/- signed in blank as security. He further stated that after 2-3 months of taking Rs.38,000/- he again took Rs.25,000/- from the complainant which he arranged from one Sonu who was in Delhi Police. He claimed that he had repaid the amount of Rs.38,000/- to the complainant after calling him in BBM Depot, Mukherjee Nagar in the presence of Praveen who came alongwith complainant and Pawan and Arun who were with him on 22.11.2018. He averred that he arranged the said amount of Rs.38,000/- from his friend Pawan and that he had also repaid the amount of Rs.25,000/- to Sonu. He had denied having received the legal demand notice. Thereafter the matter was fixed for DE.

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8. DW1 was examined in chief on 20.04.2024. However, the right of the complainant to cross examine the accused was closed. DE also stood closed.

9. Thereafter, an application U/s. 311 Cr.P.C. to recall DW1 for cross examination was allowed vide order dt. 06.05.2024. DW1 was cross examined and discharged on 19.0.2024 wherein the accused duly admitted his signatures on the cheque in question. Thereafter, defence evidence was closed vide order dated 19.10.2024 and the matter was fixed for final arguments.

FINAL ARGUMENTS

10. Ld. counsel for the complainant has argued that all the requirements of section 138 NI act have been fulfilled by the complainant in the present case and he has proved his case beyond reasonable doubt. Thus, all the ingredients of section 138 of NI act have been duly satisfied and presumption under section 139 of NI act is drawn in favour of the complainant. It is further argued that as it is the accused who asserts that the repayment was done by him, the burden is upon him to prove this fact. He further argued that in the absence of any witness to the repayment of the loan amount or any reliable documentary evidence brought forth by the accused, his bald assertion is not sufficient enough to rebut the mandatory presumption that exists in favour of the complainant. It was also argued that the accused has failed to raise any probable defence thereby rebutting the presumption under section 139 NI act. The counsel for the complainant concluded by stating that the accused should be held guilty of the offence punishable under section 138 NI act.

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11. Per Contra, the accused in his written arguments stated that the present complaint is based on false and fabricated facts as the cheque in question was not given to the complainant towards the discharge of any legal liability and was only given as a Security against the loan amount of Rs.63,000 that was taken by the accused from the complainant in the year 2016 and was duly repaid. It was also stated that the testimony of the complainant suffers from various inconsistencies and he had no financial capacity to advance the alleged loan in question. It was submitted that the accused did not owe any liability towards the complainant and he has been successful in rebutting the presumption under section 139 NI Act and has raised a probable defence in his favour. Therefore, the accused is not guilty for the offence punishable under section 138 NI act.

12. I have carefully considered the submissions made on behalf of the complainant and also the submissions on behalf of the accused. Additionally, I have meticulously reviewed the entire case record.

INGREDIENTS OF OFFENCE AND DISCUSSION

13. Before dwelling into the facts of the present case, it would be apposite to discuss the legal standards required to be met by both sides. In order to establish the offence under Section 138 of NI Act, the prosecution must fulfill all the essential ingredients of the offence. Perusal of the bare provision reveals the following necessary ingredients of the offence:-

First Ingredient: The cheque was drawn by a person on an account maintained by him for payment of money and the same is presented for payment within a period of 3 months from the date on which it is drawn or within the period of its validity;

Second Ingredient: The cheque was drawn by the drawer for discharge of any legally enforceable debt or other liability; Third Ingredient: The cheque was returned unpaid by the bank due to either insufficiency of funds in the account to honour CC No. 336/2022 Page 6 of 16 Nishtha Mehtani Sushil Kumar vs Sandeep Kumar JMFC/NI/NE/KKD/DELHI NISHTHA MEHTANI MEHTANI 2026.01.23 16:23:47 +0530 the cheque or that it exceeds the amount arranged to be paid from that account on an agreement made with that bank; Fourth Ingredient: A demand of the said amount has been made by the payee or holder in due course of the cheque by a notice in writing given to the drawer within thirty days of the receipt of information of the dishonour of cheque from the bank;

Fifth Ingredient: The drawer fails to make payment of the said amount of money within fifteen days from the date of receipt of notice.

It is only when all the aforementioned ingredients are satisfied that the person who had drawn the cheque can be deemed to have committed an offence under Section 138 of the NI Act.

14. The accused can only be held guilty of the offence under Section 138 NI Act if the above-mentioned ingredients are proved by the complainant co-extensively. Additionally, the conditions stipulated under Section 142 NI Act have to be fulfilled.

PROVING OF INGREDIENTS

15. Notably, there is no dispute qua the proof of first, third, fourth and fifth ingredient. The complainant had proved the original cheque vide Ex.CW1/B which the accused has not disputed as being drawn on the account of the accused. It was not disputed that the cheque in question was presented within its validity period. The cheque in question was returned unpaid vide return memo Ex. CW1/C with the remarks 'account blocked'. The defence has produced no contrary evidence, hence the first and the third ingredient stand established against the accused. With regard to the proving of fourth ingredient i.e. the service of legal demand notice, the accused has admitted the receipt of the same in the notice framed U/s. 251 Cr.P.C. Further, in view of the presumption u/s 27 of the General Clauses Act, 1897, Ex. CW1/D and Ex. CW1/E and (legal notice, postal receipt and envelope) alongwith the ratio laid down in the case of "C. C. Alavi Haji Vs. CC No. 336/2022 Page 7 of 16 Nishtha Mehtani Sushil Kumar vs Sandeep Kumar JMFC/NI/NE/KKD/DELHI NISHTHA

MEHTANI MEHTANI 2026.01.23 16:23:56 +0530 Palapetty Mohd. & Anr 2007 AIR SCW 3578, I am of the considered opinion that the fourth ingredient of the offence stands proved. The fifth ingredient as such the same is deemed to be proved that no payment has been made after issuance of legal demand notice.

RAISING OF PRESUMPTION

16. The accused has admitted the signatures on the cheque in question during his cross examination held on 19.10.2024.

17. As per the scheme of the NI Act, once the accused admits signature on the cheque in question, certain presumptions are drawn, which result in shifting of onus. Section 118(a) of the NI Act lays down the presumption that every negotiable instrument was made or drawn for consideration. Another presumption is enumerated in Section 139 of NI Act laying down the presumption that the holder of the cheque received it for the discharge, in whole or part, of any debt or other liability.

18. The combined effect of these two provisions is a presumption that the cheque was drawn for consideration and given by the accused for the discharge of debt or other liability. Both the sections use the expression "shall", which makes it imperative for the court to raise the presumptions, once the foundational facts required for the same are proved. Reliance is placed upon the judgment of the Hon'ble Supreme Court, Hiten P. Dalal vs. Bratindranath Banerjee (2001) 6 SCC 16, Kumar Exports vs. Sharma Carpets (2009) 2 SCC 513 and Bir Singh vs. Mukesh Kumar (2019) 4 SCC

197.

19. Therefore, in the instant case, since the accused has admitted his signatures on the cheque in question, the aforementioned statutory presumptions would be raised in favour of the complainant regarding the fact that the impugned cheque has been drawn for consideration and issued by the accused in discharge of legally enforceable debt.

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APPRECIATION OF EVIDENCE QUA SECOND INGREDIENT (EXISTENCE OF LEGALLY ENFORCEABLE DEBT/LIABILITY)

20. The presumptions contemplated in the NI Act are rebuttable presumptions and once the same are raised, it is for the accused to rebut the same by establishing a probable defence. The principles pertaining to the presumptions and the onus of proof were recently summarized by the Hon'ble

Apex Court in Basalingappa vs. Mudibasappa (2019) 5 SCC 418 as under:

"25.1. Once the execution of cheque is admitted Section 139 of the Act mandates a presumption that the cheque was for the discharge of any debt or other liability. 25.2. The presumption under Section 139 is a rebuttable presumption and the onus is on the accused to raise probable defence. The standard of proof for rebutting the presumption is that of preponderance of probabilities. 25.3. To rebut the presumption, it is open for the accused to rely on evidence led by him or the accused can also rely on the materials submitted by the complainant in order to raise a probable defence. Inference of preponderance of probabilities can be drawn not only from the materials brought on record by the parties but also by reference to the circumstances upon which they rely."

21. In the instant case, the complainant seeks to enforce liability upon the accused on the ground of having granted a friendly loan of Rs.1.5 lacs, the cheque in question being issued by the accused in discharge of the said liability in favour of the complainant. Since a presumption as envisaged u/s 118 and 139 of the Negotiable Instruments Act is attracted in favour of the Complainant as such, it is now incumbent upon the accused to rebut the said presumption on the basis of preponderance of probabilities.

22. For corroborating the complaint, consistent testimony regarding the key elements of the transaction with the accused is essential to be provided by CW-1 (the complainant). It is the case of the complainant CC No. 336/2022 Page 9 of 16 Nishtha Mehtani Sushil Kumar vs Sandeep Kumar JMFC/NI/NE/KKD/DELHI NISHTHA MEHTANI MEHTANI Date:

2026.01.23 16:24:19 +0530 that the accused was well known to the complainant and approached him for financial help for the hospital expenses of the birth of his child along with other related expenses for which the complainant advanced a sum of Rs 1,50,000/- to the accused in December 2019 which was promised to be repaid after 6 - 7 months. It is further the case of the complainant that in lieu of the discharge of his legal liability towards the complainant, the accused handed over the cheque in question to the complainant which got dishonoured on presentation. Whereas it is the defense of the accused that there is no legally enforceable debt/liability to the tune of the amount on the cheque in question against him and in favour of the complainant as on the date of its issuance/presentation as a loan of only Rs.63,000/- was taken by the accused from the complainant in the year 2016 which was duly repaid by him to the complainant and the cheque in question was only given as a security at the time of taking this loan from the complainant which has been misused.

23. In order to establish his defense, the accused also questioned the financial capacity of the complainant to give such a huge amount as loan and also questioned the source of the funds from which the alleged loan was granted to the accused. At the time of the cross examination of the complainant, the counsel for the accused questioned the complainant as to the source of the funds of the alleged loan. The complainant stated that he had obtained Rs.75,000/- from his father and his

cousin brother namely Jaiveer Singh and the remaining Rs.75,000/- were arranged out of his savings obtained by running a kirana shop. The relevant portion of the cross examination of the complainant is as follows:-

"I have arranged the money of Rs.75,000/- from my father and cousin brother namely jaiveer Singh and remaining Rs.75,000/- was in my possession as my saving as I am running a kirana shop. I did not file any ITR and GST return. It is correct that I did not mention about the kirana shop in complaint and legal notice"

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24. While it is not initially incumbent upon the complainant to prove his financial capacity, once questioned, it was necessary for the complainant to substantiate it. In this regard, para 9 of the judgment of the Hon'ble Apex Court titled as Tedhi Singh vs. Narayan Das Mahanti holds importance. The relevant para is reproduced herein below for reference:

"9. the Trial Court and the first Appellate Court have noted that in the case under section 138 of the NI Act, the Complainant need not show in the first instance that he had the capacity. The proceedings under section 138 of the N.I. Act is not a Civil Suit. At the time, when the Complainant gives his evidence, unless a case is set up in the reply notice to the statutory notice sent, that the Complainant did not have the wherewithal, it cannot be expected of the Complainant to initially lead evidence to show that he had the financial capacity. To that extent the Courts in our view were right in holding on those lines. However, the accused has the right to demonstrate that the Complainant in a particular case did not have the capacity and therefore, the case of the Accused is acceptable which he can do by producing independent materials, namely, by examining his witnesses and producing documents. It is also open to him to establish the very same aspect by pointing to the materials produced by the Complainant himself. He can further, more importantly, achieve this result through the cross-examination of the witnesses of the Complainant. Ultimately, it becomes the duty of the Courts to consider carefully and appreciate the totality of the evidence and then come to a conclusion whether in the given case, the Accused has shown that case of the Complainant is in peril for the reason that the Accused established a probable defence."

25. In the opinion of the court it seems highly improbable that an individual who is running a small kirana shop could advance a friendly loan of Rs.1,50,000/- to the accused that too after borrowing

the same from his relatives. It was also mentioned by the complainant during his cross examination that he can bring his cousin brother namely jaiveer Singh to buttress his claim of having arranged the money from him for the alleged loan, however he was not examined by the complainant.

Crl. Appeal No.362/2022 arising out of SLP (Crl.) No.1963 of 2019 CC No. 336/2022 Page 11 of 16
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26. It is pertinent to note that section 269 SS of the Income Tax Act 1961 clearly lays down that if a loan is advanced for an amount which is more than 20,000/-, it has to be by way of writing duly reflected in the books of account. Even though non compliance of section 269 SS of the Income Tax Act does not make the amount of loan per se non recoverable, however still an adverse inference can be drawn against the complainant as to why no mentioning of the loan so advanced was done by him in his income tax returns as so admitted by him in his cross examination. Reliance in this regard is placed upon Kulwinder Singh versus kafeel Ahmed 2014 2 jcc NI 100, wherein it was held that when alleged loan is in contravention of section 269 SS of Income Tax Act, it clearly creates doubt regarding truthfulness of the stand taken by the complainant about the advancement of the loan.

27. Despite being questioned upon his financial position, the complainant has not let any evidence, documentary or oral to show that he was financially sound to grant the alleged loan to the accused . Thus, the possibility that the complainant did not have the financial capacity to disperse the loan in question cannot be ruled out and his financial capacity to extend a loan of Rs.1,50,000/- in cash appears highly questionable. The accused has successfully challenged the financial capacity of the complainant to lend the loan in question and the version of the complainant appears to be untrustworthy.

28. Furthermore, it is important to note that any prudent person giving an amount of Rs. 1,50,000/- to someone would normally execute a document to this affect in the presence of a witness. No material or document has been brought on record by the complainant to substantiate his allegation of giving Rs.1,50,000/- to the accused for his financial needs. There is no acknowledgement, receipt or written agreement between the parties which has been produced by the complainant and it is highly unlikely CC No. 336/2022 Page 12 of 16 Nishtha Mehtani Sushil Kumar vs Sandeep Kumar JMFC/NI/NE/KKD/DELHI NISHTHA MEHTANI MEHTANI Date:

2026.01.23 16:24:45 +0530 that a prudent person would advance such a huge amount without executing any documents whatsoever. Absence of a document and witnesses to the transaction in question further fortifies the defense version that the amount was never given to the accused. In Vijay vs Laxman and another 2013 3 SCC 86, the honourable Supreme Court observed that:

"The absence of any details of the date on which the loan was advanced as also the absence of any documentary or other evidence to show that any such loan transaction had indeed taken place between the parties is a significant circumstance."

29. The complainant has also contradicted himself with respect to the time and the number of installments in which the alleged loan was given to the accused. It is pertinent to note that in para number 5 of his complaint it is mentioned that it was in December 2019 that the complainant helped the accused by advancing a sum of Rs. 1,50,000/-. Whereas during the cross examination of the complainant held on 29.10.2022, the complainant stated that the amount was given to the accused in installments i.e first installment of Rs. 35,000/- and the second installment of Rs.40,000/- in cash to the accused in November 2019, while the 3rd installment of Rs.75,000/- was given to the accused in the month of December 2019. On the other hand, the stand taken by the accused has been constant at all stages of the trial and further gives strength to the defence attempted to be established by him. Thus the allegations in the complaint appear to be bald and vague assertions unsubstantiated by cogent evidence in support.

30. Recently, the Hon'ble High Court of Delhi in case titled 'Shri Ashok Gaur vs. State of NCT of Delhi & Anr' (CRL. A.560/2020) has held that "It is also pertinent to note that the presumption under section 139 of the NI act is not absolute, and may be controverted by the accused. In doing so, the accused only ought to raise a probable defence on a preponderance of probabilities to show that there existed no debt in the manner so CC No. 336/2022 Page 13 of 16 Nishtha Mehtani Sushil Kumar vs Sandeep Kumar JMFC/NI/NE/KKD/DELHI NISHTHA Date:

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pleaded by the complainant in his complaint/demand notice or the evidence. Once the accused successfully raises a probable defence to the satisfaction of the court, his burden is discharged, and the presumption 'disappears'. The burden then shifts upon the complainant, who then has to prove the existence of such debt as a matter of fact".

31. It is well settled law that an accused has a right to rebut the presumption by placing reliance upon the circumstances brought and material placed by the complainant as held by the Hon'ble Supreme Court in Rangappa Vs. S. Mohan. It is a well settled principle of law that complainant has to stand on its own leg and prove its case beyond reasonable doubt. It has also been held by Hon'ble Supreme Court in Rahul Builders vs. Arihant Fertilisers and Chemicals and another, (2008) 2 SCC 321 that N.I. Act envisages application of the penal provisions which needs to be construed strictly. Therefore, even if two views in the matter are possible, the Court should lean in favour of the view which is beneficial to the accused. This is more so, when such a view will also advance the legislative intent, behind enactment of this criminal liability.

32. In present matter, the accused has been able to raise a reasonable probable defence by punching holes in the case of the complainant itself on the basis of the materials already brought on record by way of cross examination of the complainant. The same in turn has created doubt about the existence of a legally enforceable debt or liability and accordingly, the accused has been able to rebut the presumptions under sections 118 and 139 of the NI Act and the reverse onus cast upon him has been discharged. Furthermore, the case of the complainant has to stand on its own legs and the complainant has to discharge its initial burden of proof and prove its case beyond reasonable doubt

which has not been done by the complainant in the present case.

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33. It is imperative to understand that in order to pronounce a conviction in a criminal case, the accused 'must be' guilty and not merely 'may be' guilty. For an accused to be guilty, guilt should not be on mere surmises and conjectures but it should be based on cogent evidences. In the present case, the accused has successfully rebutted the presumption of consideration by raising a doubt on the very factum of liability of the accused towards the complainant. The accused has clearly presented a defence that is more probable than not and as per settled law, this is all that is required as preponderance of probabilities is not a rigorous standard of proof, but only so much evidence as makes the court lean in favour of one side and not the other. Consequently, the benefit of doubt must go to the accused. The material on record does not suggest that the accused 'must be guilty', whichever way one looks at it.

34. Since the accused has rebutted the statutory presumptions, the onus again shifts back upon the complainant, but the complainant has failed to show how the accused is liable to pay the amount of the cheque in question. All these facts show serious discrepancies in the version narrated by the complainant. One of the essential ingredients, constituting the offence of Sec. 138 NI Act, viz, that accused had legal enforceable liability i.e. the second ingredient, to pay cheque amount in question, was not proved by complainant beyond reasonable doubt. In the absence of said ingredient constituting Sec. 138 NI Act, said offence under section 138 NI Act was not proved by complainant to bring home the guilt of accused.

35. In view of the above considerations, this Court holds that the complainant has failed to prove all the ingredients necessary to constitute the offence under section 138 of NI Act. The accused has succeeded to prove that the cheque was not given to the complainant in discharge of any existing legal debt or liability. In the result of the analysis of the present case, CC No. 336/2022 Page 15 of 16 Nishtha Mehtani Sushil Kumar vs Sandeep Kumar JMFC/NI/NE/KKD/DELHI NISHTHA by NISHTHA MEHTANI MEHTANI Date: 2026.01.23 16:25:06 +0530 accused is hereby acquitted of the offence punishable under Section 138, Negotiable Instruments Act, 1881 qua the cheque in question.

FINAL ORDER

36. In view of the aforesaid, accused Sandeep Kumar s/o Rajbir Singh is hereby acquitted of the offence under Section 138 Negotiable Instruments Act.

37. This judgment contains 16 signed pages.

Announced in the open Court
on 23.01.2026

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(NISHTHA MEHTANI)
JMFC(NI Act),North East,
Kkd Courts, New Delhi

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