



Summary Cases/540/2025
Jyoti Rupani Thru Constituted Attorney Nanik A
Rupani Vs. Spartan Engineering Co

IN THE COURT OF JUDICIAL MAGISTRATE(FIRST CLASS),
58TH COURT, BANDRA, MUMBAI
ORDER BELOW EXH.1

Read complaint and verification statement. Perused documents. Heard advocate for the complainant.

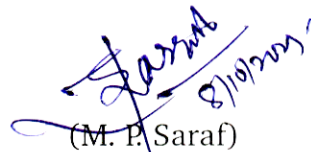
2. In view of extensive Guidelines of Hon'ble Supreme Court in the case of *Sanjabij Tari Vs. Kishor S. Borcar, 2025, SCC Online S.C. 2069 dated 25.09.2025*, there is no necessity to issue notice under section 223 of BNSS 2023.

3. Averments made in the complaint are supported by an affidavit. Accused No.1 Spartan Engineering Company is a Partnership Firm and accused No.2 to 4 are its partners. The cheque in question is issued on behalf of accused No.1 Firm against the legal liability. The accused are not resident within the limits of jurisdiction of this court. However, during inquiry u/sec.202 of Cr.PC. and u/sec.225 of BNSS 2023, it reveals that cause of action has arose within the limits of jurisdiction of this court. I found prima facie substance and grounds to proceed against accused No.1 to 4 for dishonor of cheque and failure to pay the cheque amount on demand. Hence, issue process against accused Nos.1 to 4 for the offence punishable u/sec.138 r/w. sec.141 of Negotiable Instrument Act on PF.

4. Issue summons to accused Nos.1 to 4 alongwith the copy of the complaint, all documents and copy of affidavit of complainant's evidence with specific remarks as to liberty of accused Nos.1 to 4 to pay the amount of cheque in question on the first date of their appearance in the case as per the guidelines of Honourable Supreme Court.

5. Process R/o.27.01.2026.

Mumbai,
Dated : 08.10.2025


(M. P. Saraf)

Judicial Magistrate(First Class),
58th Court, Bandra, Mumbai.
J.O.Code – MH01362