

Rajput Enterprises Vs. MS Simran Paints Store NACT 138-2021

Present: Sh. SK Gupta Advocate for complainant

Heard. From the perusal of material available on record, it transpires that the accused issued a **cheque bearing no.579923 dated 30.11.2020** for a sum of **Rs.2834/-** drawn on **Indian Overseas Bank, branch Jalalalabad** out of account No.**233533000000037** in favour of complainant in order to discharge of his liabilities towards the complainant. The complainant presented the aforesaid cheque for encashment, but the same was returned unpaid with the remarks “**Exceeds Arrangement**” vide **memo dated 06.02.2021**. Thereafter, the complainant sent a registered **Legal Notice dated 11.02.2021** to the accused, but despite receipt of notice, the accused remained failed to make payment within the stipulated period of 15 days. As such, a prima facie case under Section 138 of the Negotiable Instruments Act is made out against the the accused. Accordingly, let the accused be summoned for 27.08.2021 to face trial under Section 138 of the Negotiable Instruments Act through speed post. Dasti summons of accused be also given to the complainant if requested.

Date of order: 28.04.2021
Ramandeep Kaur,
Stenographer, Gr. III

Manpreet Kaur, PCS
SDJM, Malerkotla.
U.I.D. Code: PB-0367