

SIEMENS FINANCIAL SERVICES PVT. LTD VS PRAKASH CHANDRA
MAYUR etc.

Present: Sh. Karan Sharma Advocate for the complainant.

Briefly stated, the facts of the present case are that the accused issued Cheque bearing No. 375802 dated 27.06.2021 of Rs. 97266/- for the payment to the complainant in discharge of his liability. The said cheque(s) on presentation to the banker of the accused was/were received back with the remarks "Account Blocked". Complainant served a legal notice upon the accused through post demanding the cheque amount. Despite that accused failed to make the payment to the complainant.

2. To substantiate the fact, the complainant stepped into the witness box as CW1 and reiterated the contents of the complaint. Complainant further placed on record the original cheque, return memo, legal notice, postal receipts, etc.
3. Heard. On perusal of documents placed on record, it reveals that the complainant had presented the cheque issued by the accused to his banker in time. Thereafter complainant issued a legal notice to the accused within a period of 30 days from the date of receipt of communication about the fact of dishonour of the cheque, still the accused failed to make payment.
4. Keeping in view the aforesaid discussion there are sufficient grounds to proceed against the accused under Section 138 of the Negotiable Instrument Act. As a necessary corollary of the above discussion accused is hereby summoned for commission of offence u/s 138 of Negotiable Instrument Act. Summons be issued to the accused for **20.03.2024** on filing of process fees through registered cover/ Speed Post/Approved courier. Summons be given dasti, if so desired. If notice be issued by the speed post then complainant is directed to tender the tracking report on the next date of hearing.

Date of Order: 06.10.2023

Priyanka
(Stenographer Gr.-III)

(Seema)
JMFC/Gurugram
(UID NO. HR0403)