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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(CRL) 1261/2023 & CRL.M.A. 11904/2023**

MEETU VERMA

..... Petitioner

Through: Mr. Vikas Pahwa, Sr. Advocate
alongwith Mr. Rakesh Malviya, Mr.
Arun Kanwar and Mr. Garvil Singh,
Adv.

versus

M/S FRANKFINN AVIATION SERVICES PVT. LTD.

..... Respondent

Through: Mr. Kapil Midha, Adv.

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

04.05.2023

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CRL.M.A. 11905/2023 (Exemption)

1. Exemption is allowed subject to all just exceptions.
2. Application is disposed of.

W.P.(CRL) 1261/2023

1. This petition has been filed for quashing of the summoning order dated 11.10.2019 passed by the Ld. M.M. (NI Act), Dwarka Court, New Delhi, in a Complaint Case No.37690/2019 under Section 138 of the N.I. Act.
2. The Ld. Sr. Counsel for the petitioner submits that the petitioner/accused had taken up employment in the respondent/complainant company for a post in the Human Resource Department. Despite the fact that no pre-condition had been presented to her at the time of taking employment, she was forced to sign an undertaking alongwith her appointment letter where she had to furnish a blank cheque in consonance with the undertaking,



according to which if she left the company or was terminated prior to 24 months, an amount of Rs.15 Lakhs would be paid by her. Subsequently, the respondent company terminated her on 16.08.2019 on the basis that there was some default in performance of her service. Thereafter, this cheque of Rs.15 Lakhs was presented on 21.08.2019, which was dishonoured on 23.08.2019.

3. In the proceedings which commenced, the respondent has filed an application under Section 143A of the Negotiable Instrument Act seeking interim compensation to the tune of Rs.3 Lakhs i.e. 20% of the total cheque amount. This application has now been allowed with an amount of Rs.1.5 Lakhs to be paid by the petitioner.

4. The Ld. Sr. Counsel for the petitioner submits that this undertaking in itself was bad in law considering that no Bond could be taken for employment in any company and the petitioner, at that stage, was forced to sign the said undertaking while receiving the appointment. Further, it has been contended that the termination itself by the company was an abuse of process and the encashment on the cheque was just a method to extort money by the company from the petitioner.

5. The learned counsel for the respondent, who appears through advance notice, refutes the same and states that the undertaking was taken in lieu of the training which would have been required for the employment of the petitioner. The learned Sr. Counsel for the petitioner states that the burden for presumption of liability will not be fulfilled, considering that this undertaking itself was bad in law and was not enforceable.

3. The learned counsel for the respondent seeks time to file reply, which may be filed within next four weeks with an advance copy to the learned counsel for the petitioner.

4. List on 23.08.2023.



CRL.M.A. 11904/2023

1. This application has been filed for seeking stay of the order dated 13.12.2022 of the Ld. M.M. deciding the application under Section 143A of N.I. Act and stay of further proceedings in the aforementioned complaint case.
2. In view of these facts and circumstances, the order dated 13.12.2022 is stayed till the next date of hearing as also further proceedings in the complaint case are also stayed till the next date of hearing.
3. List on 23.08.2023.
4. Copy of the order be given *dasti* under the signatures of the Court Master.
5. Order be uploaded on the website of this Court.

ANISH DAYAL, J

MAY 4, 2023/kct