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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 4882/2025, CRL.M.A. 21147/2025 & CRL.M.A. 21149/2025**

TRINADH KIRAN VEMURIPetitioner

Through: Mr. Vidur Mohan, Mr.
Indresh Upadhyay &
Mohd. Faraz, Advs.

versus

INOX TRADE PVT LTDRespondent

Through:

CORAM:
HON'BLE MR. JUSTICE AMIT MAHAJAN

ORDER

% **23.07.2025**

CRL.M.A. 21148/2025 (exemption)

1. Exemption allowed, subject to all just exceptions.
2. The application stands disposed of.

CRL.M.C. 4882/2025, CRL.M.A. 21147/2025 & CRL.M.A. 21149/2025

3. By the present petition, the petitioner essentially challenges the continuation of the proceedings in Ct Case No.1518/2019 filed by the respondent under Section 138 of the Negotiable Instruments Act, 1881.

4. The learned counsel for the petitioner submits that the petitioner had admittedly availed a loan of ₹6,99,70,000/- as per the legal notice. He submits that even as per the case of the complainant, a sum of ₹4,51,20,900/- was returned and the same is clearly reflected from the complaint filed by the respondent.



5. He submits that the legal notice mentions that the petitioner had issued the subject cheque for ₹6,99,70,000/- in order to repay the loan.

6. He submits that the said cheque was issued as a security and once a part payment had been made, the subject cheque could not have been presented for encashment of the entire amount. He submits that petitioner had filed an application seeking discharge before approaching this Court, however, the same was erroneously dismissed on 27.02.2025 by observing that the application is not maintainable.

7. Issue notice.

8. Notice be served through all permissible modes.

9. The petitioner is permitted to serve the notice through the learned counsel who represents the respondent before the Trial Court.

10. List on 21.08.2025.

11. Since the petitioner is a resident of Hyderabad, he is exempted from personally appearing before the learned Trial Court on the next date of hearing.

AMIT MAHAJAN, J

JULY 23, 2025

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