

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD****R/SPECIAL CRIMINAL APPLICATION (QUASHING) NO. 715 of 2026**

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SUMEET VINODKUMAR TIBREWALA

Versus

STATE OF GUJARAT &amp; ANR.

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Appearance:

MR TATSAT A BHATT(12760) for the Applicant(s) No. 1

MS. CHETNA M. SHAH, APP for the Respondent(s) No. 1

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**CORAM:HONOURABLE MR. JUSTICE M. R. MENGDEY****Date : 19/01/2026****ORAL ORDER**

Heard learned advocate Mr. Tatsat A. Bhatt for the petitioner. Learned advocate Mr. Bhatt submitted that the loan agreement was executed at Bombay for a property situated at Bombay even loan was advanced at Bombay and towards repayment of loan even the cheque given by the petitioner also was drawn on a bank on a branch situated at Bombay and therefore, in view of judgment of this Court in the case of **Siddhatrh Exports V/s. Kotak Mahindra Bank Ltd.** decided on 04.09.2019 in Special Criminal Application No. 2528 of 2019, only the Court at Bombay would have the jurisdiction upon the complain under section 138 of the N. I. Act.

Considering the aforesaid submissions, issue notice to the respondents returnable on 08.05.2026. Learned APP waives service of notice of rule for and on behalf of the respondent - State.

In the meantime, there shall be ad-interim relief in terms of paragraph No.11 (C) is granted.

**(M. R. MENGDEY,J)**

RAVI OZA