

M/s Rangar Breweries Ltd. versus Mohinder Sharma

Cr.M.P.(M) No. 682 of 2025

Reserved on: 12.09.2025

17 .09.2025 Present: Mr. Suneet Goel, Senior Advocate with
Mr. Vivek Negi, Advocate, for the
applicant/appellant.

A perusal of the record shows that the parties have entered into an agreement providing that the respondent would pay interest @2.5% per month on the delayed payment. There was a delay in the payment. The matter was settled between the parties and the complainant agreed to accept the interest @ 18% per annum. Learned Trial Court held that there was no provision for charging the interest @ 18% per annum, and the cheque issued for ₹24,70,306/- was without any liability. The agreement also provided for the issuance of security cheque and a security cheque without the existence of liability will not attract the provisions of Section 138 of Negotiable Instruments Act (NI Act).

Prima-facie, as per the agreement, the accused was liable to pay interest @2.5% per month or 30% per year. Hence, interest charged @ 18% per annum will be

less than the actual liability as per the agreement. Therefore, the complaint could not have been dismissed on the ground that interest @18% per annum, was beyond the agreement. Secondly, the security cheque also gives rise to a liability under Section 138 of (NI Act). (Please see **Sripati Singh (since deceased) through his son versus State of Jharkhand and another, (2022) 18 SCC 616**).

In view of the above, there are arguable points in appeal. Hence, issue notice to respondent returnable within four weeks on taking steps with three days.

17 September, 2025
(yogesh)

(Rakesh Kainthla)
Judge