

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH  
AT JAMMU**

**Case:- CRM(M) No. 626/2026  
CrlM No. 1111/2026**

Ajay Choudhary

.... Appellant(s)/Petitioner(s)

Through:- Mr. Manpreet Singh Saini, Advocate

V/s

Purna Jamwal Alias Purna Devi

.....Respondent(s)

Through:-

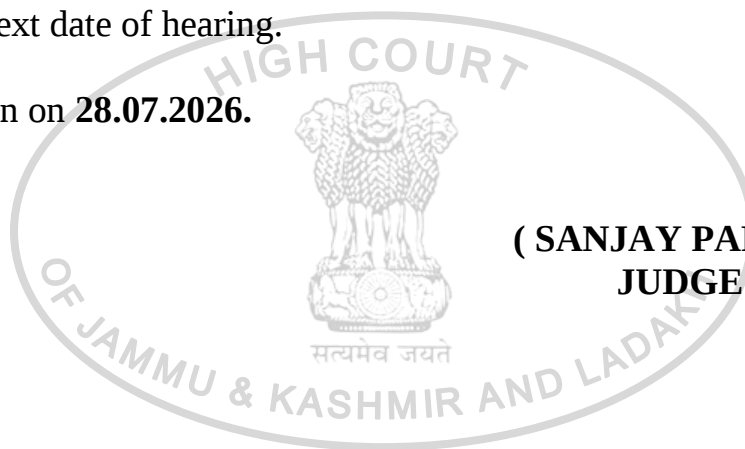
**CORAM: HON'BLE MR. JUSTICE SANJAY PARIHAR, JUDGE**

**ORDER  
22.06.2026**

1. Learned counsel for the petitioner submits that the proceedings against the petitioner for the offence under Section 138 of the Negotiable Instruments Act are in contravention of law because the cheque-in-question, in terms of the complaint has been issued by JK Estates and Developers, which is signed by the petitioner as well as the other authorized signatory, whereas the complaint has been laid only against the petitioner without impleading the company itself so much so, even the notice had been directed to the petitioner in his individual capacity.
2. Learned counsel for the petitioner, during the course of hearing, has drawn the attention of this Court to the judgment in ***Aneeta Hada Vs. Godfather Travels & Tours Pvt. Ltd., case 2012 AIR (SC) 2795.***

3. Given the submissions made and on going through the record, a *prima facie* case for intervention is made out as the cheque has been issued and the transaction which gave rise to the issuance of the cheque had emanated between the complainant and M/s Estates and Developers, whereas the complaint has been laid against the petitioner in his individual capacity. The petitioner, therefore, has been able to canvass a rightful argument that cognizance is in violation of the provisions of Negotiable Instruments Act.
4. Issue notice to the respondent, returnable by the next date of hearing, subject to taking of requisite steps for service.
5. In the meanwhile, proceedings in the complaint shall remain stayed till the next date of hearing.
6. List again on **28.07.2026**.

JAMMU  
22.06.2026  
Diksha



( SANJAY PARIHAR )  
JUDGE