IN THE HIGH COURT OF ORISSA AT CUTTACK

CRLMC No. 3233 of 2025

Ajit Meher ..... ***Petitioner(s)***

Mr. Sanjaya Kumar Panigrahi, Advocate

-Versus-

State of Odisha & Anr. .... ***Opposite Party (s)***

Mr. Tej Kumar, ASC

Mr. Amitav Tripathy, Advocate

CORAM:

DR. JUSTICE SANJEEB K PANIGRAHI

ORDER

27.02.2026

Order No.

04.

1. This matter is taken up through hybrid arrangement.

2. The Petitioner has approached this Court by filing the present CRLMC invoking inherent jurisdiction of this Court, seeking quashing of the entire criminal proceedings against him in connection with I.C.C. No.10 of 2023 pending before the learned SDJM, Biramaharajpur.

3. The brief fact of the case is that the Opposite Party No.2 and the Petitioner are neighboring villagers. The Petitioner had taken a sum of Rs. 6,00,000/- (Rupees Six Lakhs) for his medical urgency and necessity with the assurance to repay the said amount within three months. After the lapse of the said period, the Petitioner did not return the amount to the Opposite Party No.2. After several requests, the Opposite Party No.2 forced the petitioner to repay the said amount as such the Petitioner issued a cheque for an amount of Rs. 6,00,000/-(Rupees Six Lakhs) in favour of the Opposite Party No.2 vide Cheque No.000009 dated 01.06.2023 of IDFC Bank, Bargarh. The Opposite Party No.2 presented the cheque for payment in his home branch SBI Birmaharajpur on 04.07.2023. But, the Branch Manager returned the said cheque giving a return memo with the endorsement citing therein mismatching of drawer signature. On the very same day, the Opposite Party No.2 intimated the Petitioner over phone about mismatching of signature in the cheque issued. Later, an Advocate notice was issued to the accused person on 21.07.2023. After its refusal and return on 25.07.2023, the Opposite Party No.2 filed ICC No.10 of 2023 before the Court of the learned SDJM Birmaharajpur under Section 138 of NI Act and under Section 420 of the IPC.

4. Learned counsel for the Petitioner submits that though at this current juncture, the learned court below has already taken evidence of the Opposite Party No.2 in shape of an affidavit and the Opposite Party No.2 has been cross-examined and the matter is further posted for hearing of defence evidence, but the petitioner is before this Court to get relief through the inherent jurisdiction of this Court under Section 482 of Cr.P.C as because the learned Court below could not appreciate the facts stated below while taking cognizance of the matter. The present petitioner is a poor landless person and practices labour activities for his sustenance. On the contrary, the Opposite Party No. 2 works as an insurance agent of Bajaj Allianz life Insurance Company which is registered in the name of his wife, also runs a Common Service Centre and through that he performs many forms of financial activities for the public. Taking advantage of the innocence and financial illiteracy of the petitioner, the Opposite Party No. 2 pitched him lucrative financial scheme and exorbitant profits for which an account needs to be opened for deposit of the benefits and took signature of him on certain bank papers. Based on which he opened an account in the name of the petitioner in IDFC Bank Bargarh Branch (which is a private bank) bearing Account No.10110784393 and kept the passbook along with the cheque book in his custody. The petitioner having poor financial knowledge got influenced with the motivating words of the Opposite Party No. 2 and did not raise any question about it. The said IDFC Bank Account in the name of the petitioner is a Dummy Account which is completely controlled and operated by the Opposite Party No.2. The petitioner being a rural person and adhered to daily labour activities. The IDFC Bank Bargarh Branch is around 120 kilometres away from the residence of the petitioner and the said IDFC Bank account has been opened without proper knowledge of the petitioner. Even after opening of the said account in IDFC Bank Bargarh, the petitioner has neither visited the Branch nor did make any transaction in it. It was the Opposite Party No. 2 who has opened the Bank account in the name of the petitioner cunningly taking the petitioner's signatures on Bank Account opening form in the pretext of financial schemes and benefits to be credited to that account. Later on, when the petitioner did not pay any heed to the falsehood of the Opposite Party No.2 and started questioning him about the insurance policy he opted from the wife of Opposite Party No.2, then the Opposite Party No.2 started threatening him. Thereafter, the Opposite Party No.2 filed the ICC Case No.10 of 2023 before the Learned SDJM Birmaharajpur.

5. It is pertinent here to mention that the present petitioner is rather a victim of financial fraud and forgery of documents and having poor financial and legal knowledge he could not report the issue to the concerned authorities. The said signature is not the authentic one of the petitioner which can be substantiated from the cheque return memo from the Bank which is in Page 19 of Annexure-1 Series with remarks "DRAWER'S SIGNATURE DIFFERS" and it is clear that the Opp. Party No.2 himself put the signature in the cheque and produced it before the bank with an exorbitant amount added with a malafide intention to entangle the present petitioner in legal battle and later on filed the said 1CC No.10 of 2023 before the Learned SDJM, Birmaharajpur. The petitioner being a labour class person, earns his livelihood by doing unorganized labour activities and hardly earns Rs.500/- per day which is roughly around 10-12 thousand per month considering off days in a month, and the Opposite Party No.2 belonging to the same locality very well knows the financial capacity of the petitioner. So, it raises a question that at what capacity the Opposite Party No.2 believed that the petitioner can repay a Friendly Loan of Rupees 6,00,000/-(Rupees Six Lakhs) as alleged. Further, the Opposite Party No.2 in his Complaint Case has clearly mentioned that he had given the said amount to the petitioner for his Medical Urgency which can be seen from page 12(Third Line) of Annexure-1 series. It is a fact of astonishment that when the present petitioner and his family was covered under the "BIJU SWASTYA KALYAN YOJANA" wherein for male members Health Insurance of Rs.5 Lakhs and For Female Members Health insurance of Rs.10 lakhs was being provided by the Government, the Opposite Party No.2 giving Six lakhs loan to the Petitioner for medical urgency raises further questions and substantiates the petitioner's stand here.

6. In view of the aforementioned facts and circumstances, the prayer of the present petitioner may be allowed and order may be passed in the interest of justice, equity and fairplay directing quashing of the entire criminal proceedings in 1CC No.10 of 2023 pending before the learned SDJM, Birmaharajpur.

7. Learned counsel for the State, however, makes objection to the same advancing the submission that such contention of the learned counsel for the Petitioner is without any substance, more so when in the complaint filed in this case indicates commission of the offences punishable under Sections 138 of the N.I. Act and Section 420 of the I.P.C.

8. It is apparent from the record that the trial court has already taken evidence of the complainant in shape of an affidavit and the complainant has been cross-examined. Now the matter is posted for hearing of the defence evidence.

9. Regard being had to the facts and submissions made by the learned counsel for the parties and upon perusal of the material on records, since the complaint allegation prima facie makes out commission of the alleged offences, the application for quashing of the criminal proceeding against the Petitioner is devoid of merit. Hence, this Court is of the view that the CRLMC is not maintainable at this stage.

10. Accordingly, the CRLMC stands dismissed.

(Dr. Sanjeeb K Panigrahi)
Judge

Gitanjali