

05.10.2024
Item No. 3
SG

**IN THE HIGH COURT AT CALCUTTA
CRIMINAL REVISIONAL JURISDICTION**

C.R.R. No. 3596 of 2024

In the matter of : Mihir Mondal and Anr.petitioners

Mr. Saryati Datta
Mr. Chitrak Biswas

..... for the petitioners

1. Petitioner contends there was a commercial arrangement between the parties. Allegations in the impugned charge sheet at its height would disclose breach of the terms of the said commercial arrangement. Prosecution under section 138 of the NI Act initiated against father of petitioner no. 2 with regard to a cheque issued in connection with the aforesaid transaction has ended in acquittal. Accordingly, they pray for quashing of the proceeding.
2. I have considered the allegations in the impugned charge sheet in light of the aforesaid submissions. Petitioner no. 2 and his father stood as guarantor for purchase of vehicle by opposite no. 2 under a hire purchase agreement. The vehicle was handed over to them by the opposite party no. 2 at a monthly installment of Rs.35,000/-. After making payments of few installments petitioners failed to make further payments. Cheque issued in connection with another loan transaction was dishonoured and it is contended prosecution under section 138

of NI Act has ended in acquittal. Prima facie uncontroverted allegations disclose breach of terms of commercial arrangement between the parties.

3. Under such circumstances, petitioners have made out a case for quashing of proceeding.
4. Let a copy of the petition be served upon the opposite party no.1-State through the learned Public Prosecutor, High Court, Calcutta and opposite party no.2 through Registered Speed Post with Acknowledgement due and affidavit-of-service be filed on the next date of hearing.
5. Let the matter appear four weeks after ensuing Puja Vacation.
6. There shall be stay of the impugned proceeding being G.R. Case No. 2524 of 2014 arising out of Kharagpur (local) Police Station case No. 391 of 2014 dated 10.07.2014 pending before the learned Judicial Magistrate (1st Class), 2nd Court, Paschim Medinipur for a period of six weeks after ensuing Puja Vacation or until further orders, whichever is earlier.
7. Liberty is given to the parties to apply for extension and/or modification and/or variation of this order upon notice to the other side.

(Joymalya Bagchi, J.)