
(2026) 02 DEL CK 1726

In the Delhi High Court

Case No : Criminal Miscellaneous Petition No. 3466 Of 2025, Criminal Miscellaneous Application No. 15293-15294 Of 2025

Chink Components Pvt. Ltd.

APPELLANT

Vs

Triangles Consolidated Pvt. Ltd

RESPONDENT

Date of Decision : 16-02-2026

Acts Referred:

Bharatiya Nagarik Suraksha Sanhita, 2023 — Section 528
Code of Criminal Procedure, 1973 — Section 482
Negotiable Instruments Act, 1881 — Section 138

Citation : (2026) 02 DEL CK 1726

Hon'ble Judges : Neena Bansal Krishna, J

Bench : Single Bench

Advocate : Zeeshan Hashmi, Ankit Parashar, Mitali

Final Decision : Disposed Of

Judgement

Neena Bansal Krishna, J

1. Petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter referred to as 'BNSS') (previously Section 482 of the Code of Criminal Procedure, 1973 (hereinafter referred to as 'Cr.P.C.)) for quashing of the Criminal Complaint bearing CC NI Act/3411/2023 and quashing of the Summoning Order dated 25.04.2024, passed by the learned JMFC (N.I. Act) Digital Court, Delhi against the Petitioner.

2. The Respondent/Complainant Triangles Consolidated Pvt. Ltd engaged in real estate business, entered into a Lease Agreement dated 27.03.2023 with the Accused No. 1 Company, Chink Components Pvt. Ltd., for leasing the property bearing No. D-180, Sector 63, Noida, UP. A Letter of Intent was duly notarised and signed by both the parties and the possession was handed over on the same day.

3. The terms of the Lease were that the terms of the Agreement were that the

lease period would be 09 years with a minimum lock-in period of 36 months, at a monthly rent of Rs.7.5 lakhs. The Complainant also paid a security deposit of Rs.15 lakhs as a bona fide lessee. The Possession Letter dated 27.03.2023 was issued immediately. The rent period was to commence on 01.08.2023. Rs. 15 lakhs was given by the Complainant as security deposit to the Accused/Petitioner, at the time of signing of the Agreement.

4. After taking possession of the leased premises, the Complainant Company started renovation work, for which the Accused Company had given permission, during the rent-free fit-out period. The Complainant Company spent more than Rs.1 crore, and also gave advances to many vendors. However, on 18.05.2023, Accused No. 2, Atul Kulshrestha, called the Complainant for a meeting and informed that they were terminating the Agreement forthwith and directed that the vacant possession of the premises be handed over with immediate effect.

5. When the Complainant protested about the huge expenditure made on the property, the Accused No. 2 assured that they would indemnify all the expenses. Part payment of Rs.15 lakhs was paid to the Complainant Company by Accused No. 1, through RTGS. In the meanwhile, the Complainant was forcefully evicted from the tenanted premises and was not even permitted to take out the furniture, glass, sanitary fittings and other machinery. The Complainant Company was thus, forced to terminate the Lease Agreement in lieu of the Eviction Notice dated 19.05.2023.

6. The Accused No. 2 handed over a cheque of Rs. 15 lakhs dated 18.05.2023, for return of security deposit given by the Complainant to the Accused, at the time of signing of the Agreement. The cheque, however, on presentation was dishonoured vide Return Memo dated 28.05.2023 with the remarks 'Payment stopped by Drawer'. The Complainant served the Legal Notice of Demand dated 25.08.2023, despite which no payment was made against the cheque.

7. Consequently, Complaint under Section 138 NI Act was filed by the Complainant/Respondent.

8. The Accused/Petitioners were summoned by the learned MM vide Order dated 25.04.2024.

9. The Summoning Order dated 25.04.2024 has been challenged by the Petitioner/Accused on the ground that the Complainant is Triangles Consolidated Pvt. Ltd., while the entire transactions and contract took place with M/s Triangles Consolidated Ltd. The Complainant is, therefore, a different entity from that with whom the Accused had entered into the Lease Agreement.

10. It is further contended that the Complaint has been filed by Triangles Consolidated Pvt. Ltd., while all the documents have been executed with Triangles Consolidated Ltd. The Complaint has been filed by entity different from the one with whom the Accused had entered into the Agreement, and on this account as well, It is, therefore, submitted that the Respondent/Triangles

Consolidated Pvt. Ltd., had no locus to file the Complaint under Section 138 NI Act, which is liable to be quashed.

11. It is further submitted that the security amount of Rs.15 lakhs was already returned through RTGS on 06.06.2023. It has not been considered that the amount of cheque dated 18.05.2023 of Rs.15 lakhs was paid by the Petitioner on 06.06.2023 through RTGS. This fact has been recorded by the High Court of Judicature at Allahabad, while disposing of Petition No. 6907/2023 vide its Order dated 14.06.2023. This fact of payment of the cheque amount of Rs.15 lakhs through RTGS on 06.06.2023 has also been recorded by learned Civil Judge, Gautam Buddha Nagar, UP, in its Order dated 13.07.2023.

12. This Order of learned Civil Judge was challenged in Appeal before the learned District Judge by the respondent, wherein in Paragraph 16 of the Appeal, it was indicated that the cheque in question dated 18.05.2023 had not been encashed. However, in the present Complaint, it has been stated that the cheque was presented for encashment and was dishonoured.

13. It is further submitted that the Complaint under Section 138 NI Act is an abuse of process of law and that the Complaint and also the Summoning Order, be quashed against the Respondent.

14. The Petitioner has vehemently contended that the cheque amount of Rs.15 lakhs received as security deposit, had been duly returned through RTGS on 06.06.2023. Despite having received the amount, this cheque has been subsequently presented by the Respondent, which does not create any cause of action under Section 138 NI Act. It is further contended that because the RTGS payment against the cheque had already been made, the Petitioner had stopped the payment against this cheque. The Complaint is therefore, liable to be dismissed.

15. Learned Counsel for the Respondent has vehemently argued that the return of money of Rs.15 lakhs through RTGS was towards the cost of fit-outs, etc. by the Respondent and not towards return of the security amount. Therefore, this cheque had been rightly presented by the Respondent for a legally enforceable right. The Complaint is, therefore, maintainable and the present Petition is liable to be dismissed.

Submissions heard and records perused.

16. The first and foremost thing which emerges from the record is that the Lease Agreement was entered between the Petitioner Company and M/s Triangles Consolidated Ltd. The Letter of Intent and the Lease Agreement reflect that the Agreement was with Triangles Consolidated Ltd. The cheque has also been issued in the same name. Not only this, the Notice of Termination dated 19.05.2023, had also been served on Triangles Consolidated Ltd.

17. Pertinently, the Criminal Complaint dated 23.05.2023, had also been made against Triangles Consolidated Ltd. The Suit for Permanent Injunction was also

filed by Triangles Consolidated Ltd., and the litigation before the High Court of Judicature at Allahabad, was also in the same name.

18. It, therefore, emerges from the documents that there was no privity between the Complainant/Triangles Consolidated Pvt. Ltd. and the Petitioner. However, it would not be futile to notice here that all the entire documents, the property, the cheques, and the entire facts are pertaining to Triangles Consolidated Ltd., while the Complainant has given its nomenclature as Triangles Consolidated Pvt. Ltd., but it prima facie appears that it is referring to one and the same Company as is reflected from the subject matter of the dispute.

19. In these circumstances, when all the admitted documents are by the Triangles Logistics Ltd., it may be a misdescription in the name of the Complainant, and may not be considered as a ground to quash the Complaint at this stage, without giving an opportunity to the Complainant Respondent to explain its locus standi to file the Complaint during the trial.

20. The most significant aspect for consideration is that there was a security deposit of Rs.15 lakhs, that had been given by the Complainant/Respondent at the time of entering into the Lease Agreement dated 27.03.2023. It is further not disputed that an Eviction Notice dated 19.05.2023 was served by the Petitioner Company asking the Respondent, to vacate the premises forthwith. A Cheque dated 18.05.2023 in the sum of Rs. 15,00,000/- was also tendered by the Accused to the Complainant.

21. It is also not in dispute that Rs.15 lakhs had been transferred to the account of Respondent through RTGS on 06.06.2023, a mention of which has been made in the civil litigation as well as in the Order of the High Court of Judicature at Allahabad. The Respondent has also not denied having received Rs.15 lakhs through RTGS.

22. Having received Rs.15 lakhs from the Accused Company in lieu of the cheque dated 18.05.2023, it is evident that there was no legally enforceable liability surviving in respect of the cheque in question.

23. The Respondent had tried to claim that since getting the possession in March, 2023 till it was evicted in May, 2023, it had suffered huge expenditure in carrying out the fitment and the renovations to make the tenanted premises fit for their office purpose. It was claimed that this Rs.15 lakhs had been given by the Petitioner as a compensation for the losses suffered by the Respondent. However, this aspect does not find mention in the Legal Notice dated 19.05.2023 served by the Respondent to the Petitioner before filing the Complaint under Section 138 NI Act. Rather, it is clearly mentioned in the notice that the Cheque No.000122 dated 18.05.2023 drawn on HDFC Bank, of Rs.15,00,000/-, which was given as a deposit, was annexed therewith. Pertinently, the cheque, which is the subject matter of the Complaint under S.138 NI Act, is the same cheque.

24. The assertion that this Cheque was towards part damages, has emerged for

the first time in the Complaint under Section 138 NI Act, which is belied by the Legal Notice, itself. Moreover, no such contentions of the Respondent found mention either in the Civil Suit or in the litigation before the High Court of Judicature at Allahabad.

25. The Respondent may have his claim to seek damages for the expenditure incurred by him in the renovation of tenanted premises, but there is nothing to show that the Rs.15 lakhs credited to its account through RTGS, was a compensation for the alleged damages, or that it was not for return of security deposit.

26. From the admissions of the Complainant in its Complaint itself and in other ancillary proceedings, it is evident that there was no legally enforceable liability underlining the cheque, as it stood discharged on payment of Rs.15 lakhs through RTGS.

27. The Criminal Complaint under Section 138 NI Act is, therefore, not sustainable, and the same is hereby, quashed along with all the proceedings emanating therefrom, including the Summoning Order dated 25.04.2024.

28. The Petition is accordingly, disposed of along with the pending Applications.