

## **Maruti Udyog Ltd. vs Narender And Ors. on 24 July, 1998**

**Equivalent citations: JT1998(9)SC411, (1999)1SCC113, AIRONLINE 1998 SC 63, 1999 (1) SCC 113, (1999) 2 BANK CLR 104, (2000) ILR (KANT) 3, 1999 ALL CJ 561.1, (1999) 2 CIVIL COURT CASE 505, (1999) 4 CIV LJ 518, (2000) 1 ALL CRI LR 104, (2001) 1 REC CRI R 545, (1998) 9 JT 411**

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**Bench: S.S.M. Quadri, M.K. Mukherjee**

ORDER

M.K. Mukherjee, J.

1. Leave granted in all the petitions.

2. In view of the express provision of Section 139 of the Negotiable Instruments Act, 1881, a presumption must be drawn that the holder of the cheque received the cheque, of the nature referred to in Section 138, for the discharge of any debit or other liability unless the contrary is proved. Therefore, the High Court was not justified in entertaining and accepting the plea of the accused-respondent at the initial stage of the proceedings and quashing the complaints filed by the appellant. We, therefore, allow these appeals, set aside the impugned orders of the High Court and direct the trial court to proceed with the complaints in accordance with law.