

ITEM NO.34

COURT NO.15

SECTION II-B

S U P R E M E C O U R T O F I N D I A  
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (Crl.) No(s). 9004/2026

[Arising out of impugned final judgment and order dated 08-04-2026 in CRMM No. 16128/2025 passed by the High Court of Punjab & Haryana at Chandigarh]

CAPACITE INFRAPROJECT LTD. &amp; ANR.

Petitioner(s)

VERSUS

M/S NEO TECHNO COMPANY

Respondent(s)

FOR ADMISSION

Date : 14-05-2026 This petition was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE PRASHANT KUMAR MISHRA  
HON'BLE MR. JUSTICE N.V. ANJARIA

For Petitioner(s) Mr. Ardhendumauli Kumar Prasad, Sr. Adv.  
Mr. Abhay Singh, AOR  
Mrs. Ankita Agarwal, Adv.  
Mr. Jishnu Adhikari, Adv.  
Ms. Anushka Koushik, Adv.  
Ms. Anusha Rathore, Adv.  
Mr. Siddhanth Kumar, Adv.

For Respondent(s) :

UPON hearing the counsel the Court made the following  
O R D E R

1. In a business dispute between the parties, the petitioner owed Rs. 53,81,260/- (Rs. Fifty Three Lakhs Eighty One Thousand Two Sixty only) to the respondent complainant for which a Memorandum of Understanding (MOU) was entered between the parties. As per the MOU, the amount was to be paid in three trenches, two each for Rs. 18,27,587/- (Rs. Eighteen Lakh Twenty Seven Thousand Five Hundred Eighty Seven only) and the third trench for Rs. 17,26,086/- (Rs. Seventeen Lakh Twenty Six Thousand Eighty Six only). While the

petitioner contends that the entire amount has been paid. However, thereafter respondent's legal consultant insisted for payment of Rs. 2,50,000/- (Rs. Two Lakh Fifty Thousand only) as legal fees and approximately Rs. 27,500/- (Rs. Twenty Seven thousand Five Hundred only) toward expenses. Thus, according to learned senior counsel, despite having paid the entire amount in terms of the MOU, the respondent is still pursuing the complaint under Section 138 of Negotiable Instrument Act.

2. Issue notice to the respondent, returnable on 02.09.2026.
3. In the meanwhile, further proceedings pending before the Trial Court shall remain stayed.
4. Parties shall explore the possibility for a mediated settlement.

**(KANCHAN CHOUHAN)**  
SENIOR PERSONAL ASSISTANT

**(AKSHAY KUMAR BHORIA)**  
COURT MASTER (NSH)