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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CRL.REV.P. 306/2013**

ASHOK GUPTA Petitioner
Through: Mr. Anindya Malhotra, Advocate
versus

MURTY EXPORTS PVT. LTD. & ANR. Respondents
Through: Mr. Akshay Malik, Advocate for
Respondent No.1
Mr. Sunil Sharma, Additional
Public Prosecutor for State

+ **CRL.REV.P. 307/2013**

ASHOK GUPTA Petitioner
Through: Mr. Anindya Malhotra, Advocate
versus

MURTY EXPORTS PVT. LTD. & ANR. Respondents
Through: Mr. Akshay Malik, Advocate for
Respondent No.1
Mr. Sunil Sharma, Additional
Public Prosecutor for State

CORAM:
HON'BLE MR. JUSTICE SUNIL GAUR

ORDER
30.05.2013

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By:AMULYA

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Crl. Rev. P.No.306/2013 & Crl.M.B.No.1045/2013
Crl. Rev. P.No.307/2013 & Crl.M.B.No.1046/2013

It is evident from the order of 22nd May, 2013 that the afore-captioned petitions under Section 138 of the *Negotiable Instruments Act, 1881* were entertained on the quantum of sentence alone.

Copy of Settlement Deed of 27th May, 2013 has been placed on record to show that the subject matter of these two complaints has been settled with the first respondent, who is the complainant in the afore-captioned two petitions.

Mr. Akshay Malik, Advocate, appears for respondent No.1/complainant and states on instructions that the Settlement Deed of 27th May, 2013 is acceptable and that the twelve post dated cheques, details of which have been given in paragraphs No. 4 and 7 of Settlement Deed of 27th May, 2013, have been accepted by respondent No.1/complainant and subject to their encashment, the sentence awarded to petitioner can be set aside.

Learned counsel for petitioner on instructions undertakes that the twelve post dated cheques, as referred to in paragraphs No. 4 and 7 of Settlement Deed of 27th May, 2013 shall be honoured and in case of default suitable sentence can be awarded to petitioner.

In '*Gian Singh Vs. State of Punjab*' (2012) 10 SCC 303 Apex Court has recognized the need of amicable resolution of disputes in cases like the instant one, by observing as under:-

"61. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice

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to continue with the criminal proceedings or continuation of criminal proceedings would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer, and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceedings."

Subject to petitioner furnishing an undertaking by way of an affidavit to this Court within six weeks, the sentence imposed upon petitioner is set aside with the rider that in case petitioner defaults in performance of the Settlement Deed of 27th May, 2013, then he shall be liable to receive an appropriate sentence.

The above captioned petitions and applications are disposed of in aforesaid terms.


(SUNIL GAUR)
JUDGE

MAY 30, 2013

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