

Court No. - 86

Case :- APPLICATION U/S 482 No. - 33790 of 2023

Applicant :- Shekhar Modi @ Chandra Shekhar Agarwal

Opposite Party :- State of U.P. and Another

Counsel for Applicant :- Rajesh Kumar Dubey

Counsel for Opposite Party :- G.A., Harish Chandra Mishra

Hon'ble Rajiv Gupta, J.

1. Short counter affidavit filed on behalf of opposite party no.2 today in Court, is taken on record.
2. Heard learned counsel for the applicant; Sri Harish Chandra Mishra, learned counsel for the opposite party no.2; learned A.G.A. for the State and perused the record.
3. The present application under Section 482 Cr.P.C. has been filed for quashing the summoning order dated 07.07.2023 and further proceedings of Complaint Case No.6935 of 2020 (Ramesh Chandra Jain versus Shekhar Modi), under Section 138 of Negotiable Instrument Act (in short 'N.I. Act'), Police Station Newabad, District Jhansi, pending in the Court of Presiding Officer, Additional Court, Jhansi.
4. Learned counsel for the applicant has submitted that the instant case was instituted under Section 138 N.I. Act for dishonour of cheque no.013583, dated 24.06.2020 for a sum of Rs.3,00,000/-. After dishonour of the cheque, the opposite party no.2 had sent a notice to the applicant to make good the payment of the cheque amount, however, despite being noticed, the applicant had not made good the payment of the cheque amount, as such, a complaint under Section 138 N.I. Act had been registered against the applicant.
5. On the basis of the said complaint, learned Magistrate, after considering the allegations made in the complaint and making requisite enquiry under Sections 200 Cr.P.C. and 202 Cr.P.C., has summoned the applicant to face trial under Section 138 N.I. Act vide order dated 07.07.2023.
6. Being aggrieved and dissatisfied by the said order dated 07.07.2023, the present application u/s 482 Cr.P.C. has been filed.

7. During pendency of the instant application before this Court, the applicant offered to pay a sum of Rs.3,00,000/- to the opposite party no.2 to discharge his entire liability arising out of the dishonour of the cheque in question and for the said purpose presented a demand draft no.212768, dated 13.10.2023 in the name of opposite party no.2 and handed over the said demand draft to the opposite party no.2 who is present in the Court.

8. It is next submitted that since entire liability of the cheque in question has already been discharged by the applicant the entire proceeding of the instant complaint case be quashed.

9. Learned counsel for the opposite party no.2 has also appeared and, on instructions, of opposite party no.2, who is present in Court has agreed to accept the demand draft no.212768, dated 13.10.2023 in lieu of all his claims and dues in respect of the cheque in question in full and final settlement of the entire amount due to him pursuant to the cheque in question issued to him. Since entire liability has been discharged, he has no objection, if the entire proceeding of the instant case is quashed.

10. In view of the fact that the agreed amount of Rs.3,00,000/- has already been paid to the opposite party no.2 vide demand draft no.212768, dated 13.10.2023 and in terms of the affidavit filed by opposite party no.2 and offence being compoundable, the entire proceedings based on complaint is liable to be quashed.

11. The instant application under Section 482 Cr.P.C. is accordingly **allowed** and the entire proceedings of Complaint Case No.6935 of 2020 (Ramesh Chandra Jain versus Shekhar Modi), under Section 138 of Negotiable Instrument Act (in short 'N.I. Act'), Police Station Newabad, District Jhansi, pending in the court of Presiding Officer, Additional Court, Jhansi stands quashed.

12. No order as to costs.

Order Date :- 20.11.2023

I.A.Siddiqui