

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

Cr. Revision No.1 of 2015

Date of Decision: 30.09.2026

Jagdish Chander Bisht

...Petitioner

Versus

Golf Link Finance & Resorts

...Respondent

Coram

Hon'ble Mr Justice Chirag Bhanu Singh, Judge.

Whether approved for reporting?¹

For the Petitioner : Mr. Adarsh Sharma, Advocate.

For the Respondent : Mr. Anil Thakur, Advocate,
vice Ms. Seema Guleria,
Advocate.

Chirag Bhanu Singh, Judge (Oral)

The petitioner has preferred the present revision assailing the judgment passed by the Additional Sessions Judge II, Shimla, H.P., in Criminal Appeal No. 103-S/10 of 2013/12, dated 02.08.2014, whereby the judgment of conviction dated 08.06.2012 and order of sentence dated 12.06.2012 passed by the learned Judicial Magistrate First Class, Shimla, H.P., in Case No.2786-3 of 2010, stands affirmed under Section 138 of the Negotiable Instruments Act (NI Act), whereby the petitioner

¹ Whether reporters of Local Papers may be allowed to see the judgment? Yes.

stands convicted and sentenced to undergo simple imprisonment for three months and to pay compensation of Rs.16,000/- (Rs. Sixteen Thousand Only) to the complainant.

2. Learned counsel for the petitioner submits that the compounding fee, as directed vide order dated 09.03.2026, stands deposited and the matter stands settled by way of compromise between the parties, as far back as in the year 2017.

3. Learned counsel for the respondent submits that the matter has indeed been settled *inter se* the parties.

4. Seemingly, the parties have now buried the hatchet.

5. Since the parties have not only settled the matter but the respondent has also received the full and final settlement of the claim, the revision deserves to be allowed and the appellant is entitled to be acquitted. In this behalf, reliance can be placed on the judgment passed by the Hon'ble Supreme Court in the case titled as *K.M. Ibrahim versus K.P. Mohammed and another*, (2010) 1 SCC 798.

6. It would be apposite to reproduce para-9 of the *K.M. Ibrahim's case*, which reads as under:-

“9. The golden thread in all these decisions is that once a person is allowed to compound a case as provided for under Section 147 of the Negotiable Instruments Act, the conviction under Section 138 of the said Act should also be set aside. In the case of Vinay Devanna Nayak (supra), the issue was raised and after taking note of the provisions of Section 320 Cr.P.C., this Court held that since the matter had been compromised between the parties and payments had been made in full and final settlement of the dues of the Bank, the appeal deserved to be allowed and the appellant was entitled to acquittal. Consequently, the order of conviction and sentence recorded by all the courts were set aside and the appellant was acquitted of the charge leveled against him.”

7. It is thus crystal clear that, keeping in view the mandate of the aforesaid judgment and the provisions of Section 147 of the Negotiable Instruments Act, there is no bar for the parties in compounding the offence under the provisions of Section 138 of the Negotiable Instruments Act, even at the stage of the present proceedings.

8. Thus, keeping in view the aforesaid judgment and the facts and circumstances discussed hereinabove, the parties having indeed buried their differences, and the accused having made the full and final settlement of the claim, the parties are allowed to compound the offence and, as a sequel, the judgments passed by the learned Courts below are quashed and set aside. The accused is acquitted of the charges. Bail bond stands discharged. The amount of Rs.5,350/- (Rs. Five Thousand

Three Hundred Fifty Only), lying deposited before the learned Courts below, is ordered to be released in favour of the petitioner.

9. Accordingly, the petition is disposed off in the aforesaid terms, pending application(s) so also, if any.

(Chirag Bhanu Singh)
Judge

30th September, 2026
(Shamsh Tabrez)