

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

2026:PHHC:090479



(101)

CRR-1254-2009

Decided on: 06.07.2026

Parvinder Singh

.....Petitioner

Versus

M.R.Khullar & another

.....Respondents

CORAM : HON'BLE MR.JUSTICE RAMESH CHANDER DIMRI

Present:- Mr.Rajesh Arora, Advocate, for the petitioner.

Mr.Yuvraj Shandilya, AAG, Haryana.

Mr.Pranav Chamoli, Advocate (Legal-Aid-Counsel),
Advocate, for the respondents.

Ramesh Chander Dimri J. (Oral) :

1. Mr.Pranav Chamoli, Advocate has filed an authority letter issued by the Secretary of the High Court Legal Services Authority, Chandigarh appointing him as a Legal-Aid-Counsel to represent the respondents in the petition in question. He also states that although one of the legal heirs/representatives of the respondent No.1-M.R.Khullar approached him, yet, he has also not till date given his Power of Attorney to him to appear in the present petition.

So far as other legal representatives of the said respondent are concerned, he says that their whereabouts are not known.

2. Similarly, in respect of the respondent No.2-Jagdish Chander, he states that whereabouts of the legal representatives of the said respondent are also not known till date. There is no dispute between the learned counsel for the petitioner and learned Legal-Aid-Counsel appearing for the respondents that both the respondents have expired during pendency of the present petition.

3. As per the case set-up by the respondents, the petitioner-Parvinder Singh had agreed to sell his house to them for a total sale consideration of Rs.4 lakhs and in lieu of the said sale, had received a sum of Rs.95,000/- as earnest money etc. They also alleged that in the event of his failure to honour his part of the agreement, he had undertaken to repay the said amount with interest @ 2% per annum and ultimately he failed to honour the said agreement because of which he issued two cheques to the respondents for a sum of Rs.54,725/- each. They also set-forth that when the said cheques were presented before the Bank concerned, the same were dishonoured for want of sufficient funds giving them a right to institute appropriate proceedings against the petitioner because of which they issued the statutory notice to him which also was not complied with and in terms of Section 138 of the Negotiable Instruments Act, 1881, the complaint in question was filed.

4. The said complaint was tried by the concerned Magistrate. Through a judgment dated 20.12.2006, the petitioner was convicted under the said section and was sentenced in the following terms:

“Taking the facts and circumstances of the case as well as gravity of the offence, into consideration, accused is sentenced to undergo simple imprisonment for six months under section 138 of Negotiable Instrument Act, and he is burdened to pay double the amount of the cheques bearing No.414396 dated 30.9.2003 for sum of Rs.54,725/- and 414397 dated 30.9.2005 for Rs.54,725/- by way of compensation, to both complainants. The period of sentence already undergone by the accused-convict, if any, be taken into consideration, while counting the period of sentence imposed upon him today. File be consigned to records after due compliance.”

5. The petitioner filed an appeal against the said judgment/order. However, his appeal was dismissed by the concerned Appellate Court on 16.04.2008. Still feeling aggrieved, he filed the present petition. In it, sentence imposed on him was suspended on 28.05.2009. He is now stated to be on bail in terms of the said suspension order.

6. On the last date of hearing, learned counsel for the petitioner had filed certified copies of an order dated 18.10.2010 passed by the concerned Magistrate and those of the statements made by respondents-M.R.Khullar and Jagdish Chander as made before the said Magistrate. As per the said statements, the respondents had

received the amount of compensation as awarded by the above-stated order dated 20.12.2006.

7. At the outset, learned counsel for the petitioner states that he does not challenge the impugned judgments of conviction but leniency may be shown to the petitioner in respect of imposition of sentence. The basis for his such statement is that the petitioner has already made payment of the compensation awarded by the concerned Court/s and non-availability of the respondents or their legal heirs. He also states that the petitioner has already undergone a substantive sentence of 29 days in custody in the present matter.

8. To the said statement of the learned counsel for the petitioner, learned Legal-Aid-Counsel has fairly conceded that he could not trace the legal representatives of the respondents and they both have expired during pendency of the present petition.

9. Learned State Counsel has filed custody certificate of the petitioner. As per it, the petitioner has undergone a custody of 29 days in the matter in question.

10. For such statement of the Learned counsel for the petitioner, impugned judgment of conviction passed by the concerned Magistrate as confirmed by the concerned Appellate Court are upheld. However, considering the fact that the petitioner has already paid the amount of compensation as awarded by the concerned Magistrate coupled with the fact that the respondents have expired during pendency of the present petition and their legal representatives

are not traceable as well as other facts/circumstances of the present case, I deem it appropriate to reduce the sentence imposed on the petitioner to the period already undergone by him in the matter in question. Ordered accordingly. However, the portion of the impugned judgment/order of sentence dated 20.12.2006 vide which compensation was awarded to the respondents, as confirmed by the Appellate Court, is maintained.

11. The present petition is partly allowed in the above-stated terms. All interim application/s, if any, stand disposed of.

July 6th, 2026
sailesh

(RAMESH CHANDER DIMRI)
JUDGE

Whether speaking/reasoned :		No
Whether Reportable :		No