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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-20452-2015 in/and
CRR-1999-2015
Date of Decision: 07.07.2015

LAKHWINDER SINGH

.....Petitioner

Vs

INDUSIND BANK LTD AND ANR

.....Respondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Ms. Loveleen Dhaliwal, Advocate
for the applicant-petitioner.

1. *Whether Reporters of local papers may be allowed to see the judgment ?*
2. *To be referred to the Reporters or not ?*
3. *Whether the judgment should be reported in the Digest?*

RAJ MOHAN SINGH, J. (Oral)

CRM-20452-2015

Prayer made in this application is for preponing the date of hearing i.e. 03.08.2015.

Notice of this application be issued to the respondents.

Mr. J.S. Lalli, Advocate appears on behalf of respondent No.1-Bank.

Learned counsel has no objection qua preponement of the case, therefore, date of hearing is postponed for today and main case is taken up for hearing.

CRR-1999-2015

Both the parties are *ad idem* that petitioner has settled the

account with respondent-Bank and the Bank has issued no objection certificate which was duly brought on record on 29.06.2015.

Since the settlement has been arrived at between petitioner and respondent No.1-Bank and nothing is due towards petitioner as on date. In view of no objection certificate issued by the Bank, nothing survives after the aforesaid settlement. The offence under Section 138 of Negotiable Instruments Act is compensatory in nature and can be compounded under Section 147 of Negotiable Instruments Act at the instance of the complainant.

Learned counsel appearing on behalf of respondent No.1-Bank has no objection for quashing of the offence at the revisional stage.

In view of aforesaid, indulgence by this Court can be given in view of the fact that offence relating to dishonour of cheque is having compensatory profile and it should be given precedence over punitive mechanism. The offence is almost a civil wrong which is clothed in criminal overtones and, therefore, priority should be given to compensatory phenomenon. On this aspect reliance can be placed on **Kaushalya Devi v. Roop Kishore, 2011(2) RCR (Crl.) 390.**

Revisional jurisdiction of this Court in terms of Section 401 Cr.P.C., would result in bringing ends of justice in favour of both the parties. The compromise would definitely go in a long way to strengthen mutual relations between the parties and to serve ever

lasting tool in their favour. This exercise would be definitely in consonance with the spirit of Section 147 of Negotiable Instruments Act as well as the dictum laid by Hon'ble Apex Court in **Damodar S. Prabhu v. Sayed Babalal H., AIR 2010 SC 1907.**

In view of aforesaid, the impugned order dated 13.05.2015 passed by Additional Sessions Judge, Karnal and order dated 20.07.2013 passed by Judicial Magistrate Ist Class, Karnal in criminal complaint No.5739 of 2010, under Sections 138 & 142 of Negotiable Instruments Act, titled as IndusInd Bank Limited versus Lakhwinder Singh, convicting and sentencing the petitioner, are hereby set aside.

Revision petition is allowed in the aforesaid manner.

July 07, 2015

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**(RAJ MOHAN SINGH)
JUDGE**