

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

**Crl. Rev. No.229 of 2015 (O&M)
Date of Decision: 04.02.2015**

Gurmeet Singh

....Petitioner

Versus

M/s Chumber Textiles Moga and others

.... Respondents

CORAM: Hon'ble Ms. Justice Ritu Bahri

Present: Mr. N.K. Manchanda, Advocate
for the petitioner.

Mr. Gurveer Sidhu, AAG, Punjab.

Mr. Tapish Gupta, Advocate for
Mr. Digvijay Nagpal, Advocate
for the respondents.

RITU BAHRI, J.

Challenge in this petition is to the judgment dated 03.07.2014 passed by Additional Sessions Judge, Moga whereby he has upheld the judgment of conviction and order of sentence dated 07.09.2013 passed by Judicial Magistrate Ist Class, Moga.

The complainant M/s Chumber Textiles Moga through its Proprietor Chamkaur had sold articles of Rs.3,35,093/- on different dates to the accused-petitioner, out of which, the accused had paid a sum of Rs.1,80,000/- on 20.06.2011. In part discharge of his liability, accused had issued a cheque No.003702 142007468:000171:10 for a sum of Rs.1,50,000/- drawn on State Bank of Patiala, Branch Zira Road, Karyal, Kot Ise Khan in favour of complainant which on presentation was dishonoured for paucity of funds. Thereafter, complainant sent a legal notice to the petitioner, but he failed to repay the cheque amount. Ultimately, the present complaint was initiated.

Gurmeet Singh-petitioner was convicted by the trial Court under Section 138 of the Negotiable Instruments Act and was sentenced to undergo imprisonment for a period of one year and further to pay a fine of Rs.5000/-. The Appellate Court, Moga affirmed the findings of the trial court and dismissed the appeal filed by the petitioner.

During the pendency of this revision, the matter has been compromised between the parties, pursuant to which, the entire amount has been paid by the petitioner to the complainant.

At this stage learned counsel for the complainant-respondent states that the entire payment has been accepted by the complainant. The complainant is also present in the Court and has been identified by his counsel. An affidavit of the complainant has also been filed in the Court, wherein it has been stated that he has compromised the matter with the petitioner. The entire amount has been received by him and now nothing is due against the petitioner. Counsel appearing for the respondent-complainant further states that the matter has been compromised and he has no objection, if the offence is compounded and the judgments/orders of conviction and sentence are set aside.

Learned counsel for the petitioner states that as per the judgment of the Hon'ble Supreme Court in **Damodar S. Prabhu Vs. Sayed Babalal H, 2010(5) SCC 663**, petitioner is ready to deposit the costs, as may be assessed by the Court, with the District Legal Services Authority, Moga.

After considering the above circumstances, the offence under Section 138 of Negotiable Instruments Act is compounded.

Keeping in view the fact that the matter has been finally settled and the liability is discharged, the judgment of conviction/order of sentence

dated 07.09.2013 passed by the trial Court and the judgment dated 03.07.2014, passed by the Additional Sessions Judge, Moga, confirming the conviction and sentence of the accused-petitioner are set aside. The petitioner is acquitted of the charges framed against him. However, the petitioner shall deposit Rs.15,000/- with District Legal Services Authority, Moga.

Disposed of accordingly.

(RITU BAHRI)
JUDGE

04.02.2015
pooja saini