

IN THE HIGH COURT OF JUDICATURE AT PATNA

Criminal Miscellaneous No.34726 of 2015

Arising Out of PS.Case No. -2359 Year- 2013 Thana -PATNA COMPLAINT CASE District-
PATNA

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1. Satyendra Narayan Singh S/o Rajendra Prasad Singh resident of Village + Post -
Baijnathpur, P.S. Narhat, Distt. - Nawada.

.... Petitioner/s

Versus

1. The State of Bihar.
2. Randhir Kumar Singh S/o Late Dilip Kumar Singh Resident of MIG - 89,
Hanuman Nagar, P.S. - Kankarbagh, Patna, Permanent Address - Village - Nadawa,
P.O. - Barh, Distt. - Patna.

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Ashish Giri, Adv.
For the State : Mr. Navin Kumar Pandey, APP
For Opposite Party No.2 : Mrs. Soni Srivastava, Adv.

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CORAM: HONOURABLE MR. JUSTICE ASHWANI KUMAR SINGH

ORAL JUDGMENT

Date: 09-02-2016

Heard Mr. Ashish Giri, learned Counsel for the
petitioner, Mr. Navin Kumar Pandey, learned Additional Public
Prosecutor for the State and Mrs. Soni Srivastava, learned counsel for
the Opposite Party No.2.

The present application has been filed for quashing the
order dated 17.02.2014 passed by the learned Judicial Magistrate 1st
Class, Patna in Complaint Case No. 2359(C) of 2013, by which
cognizance has been taken against the petitioner under Sections 406
of the Indian Penal Code and 138 of the Negotiable Instruments Act,
1881.

Complaint Case No.2359(C) of 2013 has been filed by
the Opposite Party No.2, namely, Sri Randhir Kumar Singh, alleging

that an amount of Rs.10,39,000/- was paid to the petitioner herein by way of loan, which has not been returned despite repeated requests made in this regard. The post-dated cheques given by the petitioner as security were also dishonoured due to insufficiency of fund when they were presented before the Bank and, despite service of notice, the petitioner failed to pay the amount due to the Opposite Party No.2.

On 22.12.2015, when the matter was taken up, the parties took adjournment in order to amicably settle the dispute outside the Court.

Mr. Ashish Giri, learned counsel for the petitioner, has contended that the parties have amicably settled the dispute as the petitioner has paid the loan amount of Rs.10,39,000/- to the Opposite Party No.2, vide Demand Draft No. 033901 for an amount of Rs. 5,39,000/- dated 11.01.2016 drawn from United Bank of India and another draft of Rs.5,00,000/-, vide Demand Draft No. 033902 dated 11.01.2016 drawn from United Bank of India in the name of the Opposite Party No.2. He has contended that the said Demand Drafts have been handed over to the Opposite Party No.2, which have been accepted by him and accordingly, the parties have amicably settled the matter and do not wish to proceed further with the Complaint Case No.2359(C) of 2013.

Mrs. Soni Srivastava, learned counsel appearing for the

Opposite Party No.2 does not dispute the contentions advanced by the learned counsel for the petitioner. She has submitted that the parties to the present dispute are well known to each other and, due to intervention of common friends and well-wishers, the matter has amicably been settled between the parties. She has contended that since the disputed amount has been paid to the Opposite Party No.2, he is no more interested in proceeding with the complaint.

I have heard the respective counsel for the parties and perused the record.

The offences alleged are compoundable in nature. On an overall view of the facts and keeping in mind the compromise arrived at between the parties for which a joint compromise petition has also been filed, continuance of the complaint case before the court of Magistrate would be a futile exercise.

I, therefore, set aside the order dated 17.02.2014 passed by the learned Judicial Magistrate 1st Class, Patna in Complaint Case No. 2359(C) of 2013 and quash the proceedings against the petitioner.

The application is accordingly allowed.

(Ashwani Kumar Singh, J)

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