

101 + 202  
IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

Date of decision : 14.11.2017

CRR-1183-2009 (O/M)

Ramesh Mata

..... Revisionist

Versus

State of Haryana and others

..... Respondents

CRM No. 33207 and 33208 of 2017 in/and  
CRR-1245-2009 (O/M)

Anil Kumar

..... Revisionist

Versus

Jitender Kumar Jain and others

..... Respondents

CORAM : HON'BLE MR. JUSTICE KULDIP SINGH

Present:- Mr. N.L. Sammi, Advocate, for revisionist in CRR-1183-2009.  
Mr. Gourav Verma, Advocate, for,  
Mr. Rahul Deswal, Advocate, for applicant-revisionist  
in CRR-1245-2009 and for respondent No.2 in CRR-1183-2009.  
Mr. R.K. Makkad, DAG Haryana.  
Mr. A.K. Jain, Advocate, for, respondent No. 3  
in CRR-1183-2009 and for respondent No.1 in CRR-1245-2009.

1. Whether the Reporters of local newspaper may be allowed to see the judgment ?
2. To be referred to the Reporter or not.
3. Whether the judgment should be reported in the digest ?

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KULDIP SINGH J. (ORAL)

CRM-33207-2017 in CRR-1245-2009

Compromise deed dated 18.4.2017 (Annexure-P-6) is taken on record.

Application is disposed of.

Main cases

By this order, I will dispose of two connected revisions, i.e.

CRR-1183-2009 (O/M) and CRR-1245-2009 (O/M)

CRR-1183-2009, titled as Ramesh Mata Versus State of Haryana and others and CRR-1245-2009, titled as Anil Kumar Versus Jitender Kumar Jain and others.

The learned counsels for the parties state that the parties have compromised the matter.

The perusal of compromise deed dated 18.4.2017 (Annexure-P-6) shows that there is a compromise between Jitender Kumar Jain (complainant) and Anil Kumar (revisionist in CRR-1245-2009), under which the complainant has received the entire amount. The complainant has no objection, if the judgments of both the Courts below are set aside and revisionist Anil Kumar is acquitted of notice of accusation, served upon him.

The perusal of lower Court judgment shows that complainant had advanced a loan to Jai Hanuman Trading Company. Ramesh Mata, Anil Kumar (revisionists) and Raj Mittal were the partners of said firm. To discharge the liability, revisionist Anil Kumar issued a cheque of Rs. 25,000/-, which was dishonoured.

Since the entire amount has been paid by one of the partners of the said firm, namely, Anil Kumar (revisionist), therefore, it will be a valid discharge on behalf of firm qua all the partners. It being so, in view of compromise deed dated 18.4.2017 (Annexure-P-6) with one of the partners of said firm, namely, Anil Kumar (revisionist), the judgment dated 2.5.2009, passed by the learned Additional Sessions Judge-I, Jind, and the judgment of conviction dated 6.6.2008 and the order of sentence dated 10.6.2008, passed by the learned Sub Divisional Judicial Magistrate, Safidon, convicting and sentencing revisionists Anil Kumar and Ramesh Mata are hereby set aside. Both revisions are allowed. Both the revisionists are acquitted of notice of

CRR-1183-2009 (O/M) and CRR-1245-2009 (O/M)

accusation, served upon them. Bail bonds and surety bonds of revisionists stand discharged.

CRM-33208-2017 in CRR-1245-2009

Since both revisions stand allowed, application has become infructuous and is disposed of as such.

(KULDIP SINGH)  
JUDGE

14.11.2017  
sjks

Whether speaking / reasoned : Yes

Whether Reportable : No