

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRR No. 2732 of 2015 (O&M)

Date of Decision: 04.08.2017

Mahajan Brothers Through its Partner Anil Kumar *...Petitioner.*

VS.

Swaraj Mazda Limited. *...Respondent*

CRR No. 3253 of 2015 (O&M)

Anil Kumar *...Petitioner*

VS.

Swaraj Mazda Limited. *...Respondent*

CORAM: **HON'BLE MR. JUSTICE KULDIP SINGH.**

Present: None for the petitioner(s) in both the petitions.

Mr. Mandeep Sachdeva, Advocate,
for the respondent(s) in both the petitions.

KULDIP SINGH, J. (ORAL)

No one has appeared on behalf of the petitioner

It comes out that for the last several dates of hearing in these two connected revision petitions, no one is appearing on behalf of the petitioner(s). It was made clear by this Court vide order dated 14.07.2017 that if no one appear on behalf of the petitioner(s) on the next date of hearing, this Court will dispose of the connected revision petitions after going through the files.

In terms of the said order, this Court is disposing of the present revision petitions after going the file.

This order will dispose of above mentioned two revision petitions arising out of the similar facts. For the purpose of brevity, the facts have been extracted from *CRR No. 2732 of 2015*.

I have gone through the files and considered the case of the petitioner(s) and heard learned counsel for the respondent.

The present revision petition has been filed against the judgment dated 20.07.2015, passed by the learned Sessions Judge, Chandigarh, modifying the judgment of conviction and order of sentence dated 12.05.2014 passed by the learned Judicial Magistrate Ist Class, Chandigarh, vide which the petitioner was convicted and sentenced to undergo rigorous imprisonment for a period of one year under Section 138 of the Negotiable Instruments Act, 1881 which was reduced to rigorous imprisonment for 10 months from rigorous imprisonment for 1 year under Section 138 of Negotiable Instruments Act, 1881. The petitioner, was also ordered to pay a compensation to the tune of ₹42.00 Lakhs.

It comes out that the accused was appointed as authorized agents for sale and service of spare parts by the respondent/complainant and also for service of light commercial vehicles. Various types of vehicles and spares were sold to the accused-petitioner and for the part payment, two cheques, bearing No. 100221 dated 15.03.2008 and cheque No. 100222 dated 20.03.2008 amounting to ₹ 10,00,000/- and 32,00,000/- respectively were furnished. When the said cheques were presented, the same were returned with the remarks "Exceeds Arrangement".

The perusal of the lower Court file shows that the accused has admitted the outstanding liability of ₹ 1,72,59,024.58 vide letter Ex. C-15 but could not prove its payment. There was commercial transaction between the parties. It is apparent that aforesaid cheques were issued in discharge of the legal liabilities.

After going through the findings recorded by the both the Courts below, I do not find and any illegality and infirmity in the same. Hence, the both revision petitions are hereby dismissed.

Let the accused-petitioner be re-arrested to undergo remaining part of his sentence.

August 4, 2017
Suresh Kumar

(KULDIP SINGH)
JUDGE

<i>Whether speaking / reasoned</i>	:	✓ Yes	/	No ✓
<i>Whether Reportable</i>	:	Yes	/	No