

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

**CRR No.3266 of 2017 (O&M)
Date of decision : September 13, 2017**

Jarnail Singh

..... Petitioner

Versus

State of Haryana and another

..... Respondents

CORAM : HON'BLE MR. JUSTICE KULDIP SINGH

Present:- Mr. Aman Dhir, Advocate for the petitioner.

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 ?

KULDIP SINGH J. (ORAL)

Impugned in the present revision petition is the judgment dated 17.08.2017 passed by learned Addl. Sessions Judge, Panchkula, affirming the judgment of conviction dated 14.12.2015 and order of sentence dated 24.12.2015 passed by the learned Judicial Magistrate 1st Class, Panchkula, vide which the petitioner was convicted for the commission of offence punishable under Section 138 of the Negotiable Instruments Act, 1881 and sentenced to undergo simple imprisonment for a period of six months and to pay compensation of ₹3,45,000/- to the complainant, failing which, he shall further undergo rigorous imprisonment for a period of one month.

Heard.

The case of the complainant as that he had sold a tractor to the accused-petitioner for a sum of ₹3,50,000/-, as per sale agreement dated 03.05.2011. In lieu of the payment, the accused-petitioner issued a cheque bearing No.629091, dated 03.06.2011, which on presentation to the Bank was dishonoured due to insufficient funds. The complainant before the lower court proved the sale agreement as well as the cheque issued by the accused-petitioner.

In the statement of the accused-petitioner recorded under Section 313 Cr.P.C., he admitted that he had issued the cheque to the complainant. He also admitted the sale and purchase of the tractor.

Learned counsel for the accused-petitioner has relied upon the cross-examination of the complainant, where the date of the cheque is mentioned as 11.06.2011 and the amount is mentioned as ₹3,45,000/-, which is not inconsonance with the agreement.

However, this discrepancy will not help the accused-petitioner. He did not suggest in the cross-examination to the complainant that he had repaid the sale consideration of the tractor, nor it is stated so in the statement of the accused-petitioner recorded under Section 313 Cr.P.C. Therefore, even if, the cheque amount is mentioned little less than ₹3,50,000/- and the date is different, the cheque is deemed to have been issued in discharge of the legal liability. Thus, there is no illegality or infirmity in the findings recorded by both the courts below. The sentence of simple imprisonment for six months awarded to the accused-petitioner cannot be called excessive.

As such, the present revision petition is dismissed.

(KULDIP SINGH)
JUDGE

September 13, 2017

sarita

Whether speaking / reasoned Yes

Whether Reportable: No