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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CRL.A. 669/2002

M/S SHIVAM PACKERS

..... Appellants

Through: Ms.Shikha Tyagi, Advocate

versus

M/S PERFECT PAPER CO.

..... Respondent

Through: Mr.Rama Shankar & Mr.Mohit
Aggarwal, Advocates with R-2 in
person

CORAM:

HON'BLE MS. JUSTICE PRATIBHA RANI

ORDER

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16.08.2017

1. The matter has been taken up today as 14th August, 2017 was declared a Court holiday.
2. The respondent No.1/complainant filed Criminal Complaint No.307/2002 against the appellants for committing the offence punishable under Section 138 Negotiable Instruments Act.
3. Vide impugned judgment dated 1st August, 2002 and order on sentence dated 2nd August, 2002, the appellants/accused were held guilty for committing offence punishable under Section 138 Negotiable Instruments Act and sentenced as under:

“ORDER ON SENTENCE

I have heard the arguments on point of sentence on behalf of both the convicts. It is argued on behalf of the convicts that a lenient view be taken. I sentence convict Suresh Mago to undergo RI for a period of 8 months and fine of Rs.75,000/- IDSI 6 months and I also sentence convict Subhash Kumar Mago to undergo RI for a period of 8 months and a fine of Rs.75,000/- IDSI 6 months. Fine when recovered, Rs.90,000/- shall be paid as compensation to the complainant. Copy of the judgment and order on sentence be given to the convicts free of cost.

*Announced in the Open Court
Dated: 2-8-2002*

*(sd/-)
ASJ / DELHI”*

4. During the pendency of this appeal the appellant No.3 Subhash Maggo had expired on 5th December, 2012. His death certificate (copy) has been placed on record.
5. Parties to this appeal have already entered into settlement vide settlement dated 9th March, 2016 copy of which has been placed on record.
6. In terms of the settlement entered into between the parties, the amount of ₹2,00,000/- (Rupees Two Lakh only) has already been paid vide DD No.474336 dated 7th March, 2016 by M/s Shivam Packers to M/s Perfect Paper Co. and the balance ₹80,000/- (Rupees Eighty Thousand only) has been paid today vide DD No.395270 dated 11th August, 2017. The respondent No.1/complainant who is present in the Court has accepted the balance payment of ₹80,000/- vide draft No.395270 and submits that there is nothing outstanding against the appellants now.

7. This is a case under Section 138 N.I. Act which is compoundable. In view of the offence being compounded, the appellants are acquitted in the present case.
8. Learned counsel for the appellants submit that the amount already deposited by the appellants before the learned Trial Court may be ordered to be returned to the appellants herein.
9. Learned counsel for the respondent on instructions submits that as the respondent No.1 M/s Perfect Paper Co. has received complete payment pursuant to the settlement dated 9th March, 2016, the respondent No.1/complainant has no objection if the appellants approach the learned Trial Court for refund of the amount lying deposited there.
10. In view of the settlement and no objection given by the respondent No.1/complainant and his counsel, the appellants are at liberty to approach the learned Trial Court for refund of the amount already deposited by them before the learned Trial Court.
11. The appeal stands disposed of in above terms.
12. LCR be sent back along with the copy of the order.
13. Copy of this order be given dasti, as prayed.

PRATIBHA RANI, J.

AUGUST 16, 2017
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