

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

206(1)

CRM-M-14233-2017

Gaurav Abbott

.....Petitioner

Versus

M/s Prime Industries

.....Respondent

206(2)

CRM-M-30067-2017

Nita Abbott

.....Petitioner

Versus

M/s Prime Industries

.....Respondent

Date of Decision:29.10.2018

CORAM: HON'BLE MR.JUSTICE HARI PAL VERMA.

Present: Mr. Atul Goyal, Advocate,
for the petitioner (s).

Mr. Vishal Chhabra and
Mr. Vaibhav Mathur and
Ms. Jaspreet Kaur, Advocates,
for the respondent.

HARI PAL VERMA, J.(Oral)

With the consent of learned counsel for the parties, these two identical petitions bearing CRM-M-14233-2017 (Gaurav Abbott Versus M/s Prime Industries) and CRM-M-30067-2017 (Nita Abbott Versus M/s Prime Industries) are being decided together, vide this common order as both these cases have arisen out of the same complaint. However, for the

facility of reference, facts have been taken from CRM-M-14233-2017

(Gaurav Abbott Versus M/s Prime Industries).

Petitioner(s) have filed the present petitions under Section 482 Cr.P.C. seeking quashing of complaint No.124 dated 26.10.2016 filed by the respondent-complainant under Section 138 of the Negotiable Instruments Act, titled as “Prime Industries Versus Nita Abbott and another” pending before learned Additional Chief Judicial Magistrate, Hoshiarpur.

Challenge has also been laid to the order dated 20.02.2017, whereby notice of accusation was served upon the petitioners along with other consequential proceedings arising therefrom.

On August 06, 2018, learned counsel for the petitioner(s) made a statement that the intention of the petitioners is to clear and repay the outstanding amount of the complainant and short time was sought to seek instructions in the matter. Thereafter, the matter was listed on August 07, 2018 and October 17, 2018.

Learned counsel for the petitioner(s) on instructions from his clients has made a statement that the petitioners have agreed to pay the cheque amount to the complainant. Initially, an amount of ₹50,000/- per month would be paid in the months of November and December, 2018, whereas from January, 2019 onwards, petitioners shall keep on paying ₹1,50,000/- till the time the whole outstanding amount is cleared.

This offer has been accepted by learned counsel for the respondent-complainant on the basis of instructions from his client, who is present in Court today.

Considering the fact that the petitioners have agreed to repay the amount and the respondent-complainant has accepted this offer, the

petitioners were directed to submit an affidavit to that effect. Pursuant to the order dated 17.10.2018 passed by this Court, learned counsel for the petitioner(s) has filed an affidavit of petitioner-Gaurav Abbott, which is taken on record. The contents of the affidavit read as under:-

“1. That the above said matter is listed before this Hon'ble Court for hearing.

2. That in the present matter, a compromise has been affected between the parties, whereby the present deponent in order to bring peace and camaraderie between both the parties had agreed to pay a sum of ₹20,01,029/- which is the total cheque amount.

3. That the deponent has agreed to pay the said amount in easy installments, whereby it has been agreed that the deponent would pay a sum of ₹50,000/- each for the months of November and December, 2018 and from January, 2019 onwards the deponent would pay a sum of ₹1,50,000/- to the complainant each month till the entire payment of ₹20,01,029/-. The deponent undertakes to make the said payment by 15th of each month.

4. That deponent undertakes that he would be bound by the terms and conditions as stipulated in the present affidavit.”

Learned counsel for the petitioner(s) on the basis of aforesaid affidavit undertakes that the petitioners shall keep on paying the agreed installments and shall not commit any default. He further states that if default is committed, the amount so deposited by the petitioners would be liable to be forfeited.

Learned counsel for the respondent has accepted the contents of the affidavit and states that in case petitioners fail to deposit any of the installments within the time so agreed in the affidavit, amount so deposited

by the petitioners be forfeited and their right to re-initiate proceedings be revived.

I have heard learned counsel for the parties.

Considering the fact that the petitioners have submitted an affidavit that they will make the payment of the cheque amount of ₹20,01,029/- and the respondent has concurred with same, the present petitions stand disposed of at this stage with a direction that the parties shall adhere to the schedule of payment as indicated in the affidavit.

It is made clear that in case the petitioners fail to make the payment in terms of the affidavit as reproduced, the amount so deposited by the petitioners shall liable to be forfeited and the respondent-complainant shall be at liberty to initiate proceedings, in accordance with law.

October 29, 2018
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(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No