

IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

CRM-M-23518-2015 (O&M)

Date of decision:19.12.2018

M/s N.V. Export and another

.....Petitioners

versus

M/s Gaurav Overseas

....Respondent

**CORAM: Hon'ble Mr. Justice Kuldeep Singh**

Present: Mr. Suveer Sheokand, Advocate for the petitioners.

Mr. Mandeep Kaushik, Advocate for the respondent.

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**Kuldeep Singh, J. (Oral)**

This order shall dispose of the petition filed by the petitioners under Section 482 Cr.P.C. for quashing of the Criminal Complaint No.194/2 dated 09.07.2012 (Annexure P-1) under Section 138 of the Negotiable Instrument Act titled as M/s Gaurav Overseas vs. M/s N.V. Export and another with all consequential proceedings on the basis of compromise.

I have heard learned counsel for the parties and carefully gone through the file of the case.

It is contended by counsel for the petitioner that a complaint was filed by the respondent against the petitioner under Section 13 of the Negotiable Instrument Act, 1881 on the basis of dishonour of two cheques bearing No.882076 dated 30.09.2011 for Rs.62,40,597/- and cheque No.210132 dated 21.02.2012 for Rs.15,00,000/-. It is stated that during the proceedings, compromise/Memorandum of Understanding dated 12.03.2013

(Annexure P-2) took place between the parties regarding said two cheques and some other disputes. As per the terms and conditions, Rs.64,00,000/- has been deposited in the account of the complainant, out of which, Rs.59,00,000/- is the principal amount and balance is the interest. However, respondent-complainant has refused to withdraw the complaint in terms of the compromise.

On the other hand, learned counsel for the respondent has not denied that he has received Rs.64,00,000/- in his account. However, it is stated that the petitioner was to furnish the guarantee in the bank and that guarantee was furnished late. Consequently, his property was attached and sold and he has suffered loss.

I am of the view that the said cheques are specifically mentioned in the compromise. The dispute was settled at Rs.59,00,000/- along with interest. Now the said amount has been paid. The complainant is not ready to return the said amount. He is also not ready to withdraw the complaint. It being so, the complaint titled as M/s Gaurav Overseas vs. M/s N.V. Export and another along with all consequential proceedings, stands quashed being misuse of process of Court.

Petition is accordingly allowed.

**(KULDIP SINGH)**  
**JUDGE**

19.12.2018  
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| Whether speaking/ reasoned: | Yes |
| Whether Reportable:         | No  |