

122.

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

CRM-M-29639-2017 (O&M)

Date of decision:02.11.2018.

M/S BEST FOODS LTD AND ORS

... Petitioners

versus

M/S KARAN COMMISSION AGENT

.... Respondent

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA

Present: Ms.Rubina Virmani, Advocate, for
Mr. Gautam Dutt, Advocate,
for the petitioners.

Mr.Yogesh Saini, Advocate, for
Mr. Sandeep Lather, Advocate,
for the respondent.

HARI PAL VERMA, J.(Oral)

Prayer in the present petition filed under Section 482 Cr.P.C. is for quashing of criminal complaint bearing NACT No.253 of 2017 dated 10.05.2017 (Annexure P-1) filed by the respondent-complainant titled as M/s Karan Commission Agent Versus M/s Best Foods Limited and others, and the subsequent proceedings including the summoning order dated 16.05.2017 (Annexure P-2) whereby the trial Court has summoned the petitioners to face trial under Section 138 of Negotiable Instruments Act, 1881. Challenge has also been laid to the order dated 13.07.2017 (Annexure P-3) whereby non-bailable warrants have been issued against the petitioners.

Taking into consideration the nature of dispute between the parties, this Court vide order dated 26.09.2018 had directed the parties to

Pursuant to aforesaid order, the parties have appeared before the Mediation and Conciliation Centre of this Court and a report has been received from the Mediation Centre that the matter has been settled between the parties and a settlement/agreement deed dated 30.10.2018 has been prepared. As per the agreement deed, the petitioners were required to pay the entire outstanding amount of Rs.3,89,052/- and a schedule thereof was also provided. The relevant schedule is reproduced as under:-

“1. That it has been agreed and understood between M/s Best Foods Limited (hereinafter referred to as the first party) and Sh. Ram Phal Dhanda, Proprietor, M/s Karan Commission Agent (hereinafter referred to as the second party) that the first party shall pay the entire outstanding amount of Rs.3,89,052/- (Rupees Three Lakhs Eighty Nine Thousand Fifty Two Only) to the second party in the following manner:-

<i>Serial No.</i>	<i>Amount</i>	<i>Date of Payment</i>	<i>Mode of Payment</i>
1.	Rs.1,00,000/-	01/11/18	Cash/DD
2.	Rs.89,052/-	30/11/2018	Cash/DD
3.	Rs.1,00,000/-	30/12/2018	Cash/DD
4.	Rs.1,00,000/-	30/01/2019	Cash/DD

2. That it has been further understood and agreed between the parties that the entire amount of Rs.3,89,052/- shall be paid positively by the first party to the second party on the dates indicated in the table under para 1 above.”

Learned counsel appearing on behalf of the petitioner states that the petitioners undertake to adhere to the compromise/settlement and to pay the outstanding amount of Rs.3,89,052/- as per the schedule agreed between the parties.

The petitioners were required to make a payment of Rs.1 lakh to the respondent-complainant on 01.11.2018 by way of cash/DD before the trial Court, but as there was holiday on 01.11.2018 (on account of Haryana Day), the amount could not be paid to the respondent-complainant. In any

case, learned counsel appearing on behalf of the petitioners has got instructions from her client that the petitioner is present before the trial Court and is handing over the agreed amount of Rs.1 lakh today itself. She further states that the petitioners will make the remaining payment as per the schedule agreed between the parties.

Learned counsel appearing on behalf of respondent states that he has no instructions that the payment has been made today.

I have heard learned counsel for the parties.

Considering the fact that the matter has been compromised between the parties and the petitioners have agreed to make payment as per the schedule reproduce above, the complaint as well as the summoning order dated 16.05.2017 and the order issuing non-bailable warrants against the petitioners, are hereby set aside. However, that would be subject to payment of aforesaid amount strictly in accordance with the schedule.

With the aforesaid observations, present petition is disposed of.

It is made clear that in case the petitioners commit any lapse in the schedule of payment so agreed, the complaint would be revived.

(HARI PAL VERMA)
JUDGE

02.11.2018
sanjeev

Whether speaking/reasoned
Whether Reportable:

Yes/No.
Yes/No.