

247.

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

CRR-1300-2018

Date of decision:06.12.2018.

DALJIT SINGH

... Petitioner

Versus

STATE OF PUNJAB & ANR.

.... Respondents

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA

Present: Mr. Harshit Jain, Advocate,
for the petitioner.

Mr.Rana Harjasdeep Singh, DAG, Punjab,
for respondent No.1.

None for respondent No.2.

HARI PAL VERMA, J.(Oral)

The petitioner-accused has filed the present revision petition against the judgment dated 20.02.2018 passed by learned Additional Sessions Judge, Patiala whereby his appeal against the judgment of conviction and order of sentence dated 22.09.2017 passed by learned Chief Judicial Magistrate, Patiala, was dismissed.

Briefly stated, an FIR No.205, dated 15.07.2013, under Section 420 of IPC, Police Station Kotwali, Patiala, was registered against the petitioner on the complaint made by Ramesh Lal son of Sarup Lal, resident of House No.7-G, Ranjit Nagar, Bhadson Road, Patiala. As per the complaint, the complainant wanted to make a limit from the bank for his business and for this purpose, he met with an employee of Daksh Associate, near Lal Batti, Bus Stand, Patiala, namely, Jatinder Kumar. After going

through the papers of the complainant, Jatinder Kumar referred the loan case of the complainant to Daljit Singh (petitioner herein). The petitioner directed the complainant to deposit Rs.6,74,000/- in his account for the purpose of sanctioning the limit. Accordingly, the complainant deposited the said amount in the account of the petitioner-accused. However, when the complainant asked the petitioner about the sanction of loan, he assured the complainant that process of sanction of loan is in progress and the limit would start within 2/3 months. Thereafter, the petitioner started avoiding the phone calls of the complainant and he did not even contact with Jatinder Kumar about the loan case of the complainant. After investigation of the complaint, the aforesaid FIR was registered against the petitioner and he was arrested on 07.02.2014.

After completion of investigation, Challan was presented in the Court. Copy of challan was supplied to the accused free of costs as envisaged under Section 207 Cr.PC. Thereafter, the accused was charge-sheeted by the trial Court for the commission of offence under Section 420 of IPC to which he did not plead guilty and claimed trial.

The trial Court vide its judgment dated 22.09.2017 held the petitioner-accused guilty for offence under Section 420 of IPC and vide separate order of even date, sentenced him to under rigorous imprisonment for three years and to pay fine of Rs.5,000/- and in default of payment of fine, to further undergo rigorous imprisonment for one month.

Feeling aggrieved, the petitioner preferred an appeal against the judgment of conviction and order of sentence before the Court of Session.

However, vide order dated 20.02.2018, his appeal was also dismissed by

It is in the aforesaid circumstances, the petitioner has filed the present revision petition challenging the judgments of both the Courts below.

Vide order dated 18.08.2018, this Court after considering the custody of the petitioner as 7 months and 19 days, had ordered his release on interim bail for a period of one month. On the oral request of the petitioner, the complainant-Ramesh Lal was ordered to be impleaded as respondent No.2. The petitioner was also directed to bring a demand draft of Rs.50,000/- in favour of the complainant along with the schedule/modalities of the outstanding amount on the adjourned date. However, on 26.10.2018, when the complainant was present in the Court, counsel for the petitioner offered a bank draft for an amount of Rs.50,000/-, but since the complainant was not inclined to accept that offer, the matter was referred to Mediation and Conciliation Centre of this Court. The parties appeared before the Mediation Centre.

A report has been received from the Mediation and Conciliation Centre of this Court wherein the matter is stated to have settled between the parties (i.e. Daljit Singh-first party and Harmesh Lal-second party) and a settlement/agreement dated 15.11.2018 has been reduced into writing. The relevant part reads as under:-

“6. That both the parties have agreed to settle the dispute amicably on the following terms:-

a. The first party has brought a demand draft of Rs.70,000/- drawn on State Bank of India, Branch Randhir Singh Nagar, Ludhiana dated 13.11.2018 to be paid to the second party i.e. Harmesh Lal out of the total amount of 6,74,000/-.

b. The first party has agreed to pay an installment of

Rs.7000/- per month to the second party on or before the 10th of every month till the entire remaining amount of Rs.6,04,000/- is completely paid up. This amount will be paid by the first party into account of Harmesh Lal (second party) in the State Bank of India, IFS code-SBIN0050209, Account No.55142121403 at Bhadson Road, Patiala.

c. That in case of increase of income of the first party, the second party would be at liberty to move an application to increase the monthly installment.

d. With the execution of the present compromise, entire dispute between the parties shall stand settled and all the parties shall be free to lead their life as per their own wishes.

e. This compromise has been reached between the parties without any pressure and both the parties have very happily agreed to abide by the terms and conditions of the agreement. Both the parties shall be bound with the terms and conditions of this compromise.

f. It has been further decided between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any authority or court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.

g. The parties have gone through the contents and the same have been explained to the parties and after admitting the same as correct, have put their respective signatures.

7. That both the parties have also mutually agreed to live peacefully and amicably and undertake not to enter into further litigation with each other and the relatives of both the parties regarding the present dispute.

8. That the parties shall not breach the terms of settlement and if any party does not abide by the any of

the term of the agreement then the other party would be at liberty to re-start the litigation from the point at which it is today.

9. *That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.*

10. *That the parties to this agreement hereby state that they have read the agreement, that they have understood the contents thereof and their execution of agreement is voluntary.”*

No one is present on behalf of respondent No.2 to controvert the aforesaid facts.

On the basis of compromise so arrived at between the parties before the Mediator, what is apparent is that against the agreed amount of Rs.6,74,000/-, an amount of Rs.70,000/- has been paid to the complainant by way of demand draft, whereas the remaining amount is agreed to be paid by way of installments of Rs.7,000/- per month to the complainant on or before 10th of every month till the entire remaining amount of Rs.6,04,000/- is completely paid. The said amount will be deposited in the bank account of the complainant as find mention in para 6(b) of the settlement/agreement.

Learned counsel for the petitioner undertakes that the petitioner will honour the terms of the settlement/compromise so arrived at between the parties before the Mediation and Conciliation Centre of this Court on 15.11.2018.

Learned counsel for the petitioner states that in view of the settlement arrived at between the parties before the Mediation and Conciliation Centre of this Court, the sentence awarded to the petitioner may

the petitioner is a poor person and is not a previous convict. There is no other case pending against him. He is suffering the agony of criminal proceedings since 15.07.2013 i.e. the date when the FIR in question was registered against him.

On the other hand, learned State counsel though has not disputed the custody of the petitioner, but has opposed the plea of taking a liberal view, as pleaded by learned counsel for the petitioner.

I have heard learned counsel for the parties.

On perusal of the judgments of both the Courts below, this Court is of the considered view that the trial Court has rightly appreciated the evidence on record while holding the petitioner guilty for commission of offence under Section 420 of IPC. The appellate Court has also dismissed his appeal. There is no illegality or perversity in the findings given by both the Courts below which may warrant interference of this Court by invoking its revisional jurisdiction. Even otherwise, learned counsel for the petitioner has not assailed the judgments of conviction and has, rather, restricted his arguments qua the quantum of sentence only. The conviction of the petitioner is, therefore, affirmed.

However, considering the fact that the matter has been amicably settled and taking into account the protracted trial, antecedents of the petitioner, coupled with the fact that as against the awarded sentence of 3 years, he already suffered incarceration for a period of more than 7 months including remission, this Court finds that ends of justice would be met if the sentence awarded to the petitioner is reduced to the period already undergone by him.

Ordered accordingly.

With the aforesaid modification in the order of sentence, present revision petition stands dismissed.

However, in case the petitioner violates the terms and conditions of the settlement/agreement for two months consecutively, the complainant is at liberty to move an application for appropriate orders.

(HARI PAL VERMA)
JUDGE

06.12.2018
sanjeev

Whether speaking/reasoned	Yes/No.
Whether Reportable:	Yes/No.