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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CRL.REV.P. 275/2018**

SM HAYAT MAHANDI Petitioner

Through: Mr. Ankit Mutreja, Adv.

versus

HASMUDDIN Respondent

Through: Ms. Santosh, Adv. with respondent in person.

CORAM:

HON'BLE MR. JUSTICE A.K. PATHAK

ORDER

% **04.12.2018**

During the course of hearing, matter has been settled between the parties. Petitioner has offered to pay ₹1,00,000/-, lying deposited in this Court, along with interest accrued thereon, if any, to the respondent towards the full and final settlement of all his claims involved in the cheque no. 000004 dated 22.03.2016 for ₹1 lac drawn on HDFC Bank, Daryaganj Branch, Delhi over and above. ₹25,000/- which he has brought in cash. Counsel for the respondent, on instructions of respondent, submits that this offer is acceptable to respondent. Respondent has no objection in case offence under Section 138 of the Negotiable Instruments Act, 1881 is permitted to be compounded. Respondent has undertaken to withdraw the civil suit filed by him against the petitioner in respect of the aforesaid cheque. Statement of respondent, on oath in this regard, has been recorded

separately.

Petitioner has paid ₹25,000/- in cash to respondent in Court today.

Respondent shall remain bound by his statement.

In view of the settlement arrived at between the parties, offence under Section 138 of the Negotiable Instruments Act, 1881 is permitted to be compounded and petitioner is acquitted. ₹1 lac, lying deposited in this Court, be released by the Registry to respondent together with interest accrued thereon, if any. Petition is disposed of in the above terms.

Dasti.

A.K. PATHAK, J.

DECEMBER 04, 2018

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