

\$~67 TO 70

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

% Judgment delivered on: 25.04.2018
+ CRL.M.C. 2162/2018
NALANDA BUILDERS & DEVELOPERS PVT LTD & ORS
..... Petitioners

versus

STATE & ORS Respondents

+ CRL.M.C. 2163/2018
NALANDA BUILDERS & DEVELOPERS PVT LTD & ORS
..... Petitioners

versus

STATE & ANR Respondents

+ CRL.M.C. 2164/2018
NALANDA BUILDERS & DEVELOPERS PVT LTD & ORS
..... Petitioners

versus

ADVIK FINANCE & PROPERTIES PVT LTD & ORS
..... Respondents

+ CRL.M.C. 2165/2018
NALANDA BUILDERS & DEVELOPERS PVT LTD & ORS
..... Petitioners

versus

STATE & ORS Respondents

Advocates who appeared in this case:

For the Petitioner : Mr. Deepak Sharma, Mr. Alok Kumar Singh & Mr. Rishabh Jain, Advocates

For the Respondent : Mr. Arun Kumar Sharma, APP for the State.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

25.04.2018

SANJEEV SACHDEVA, J. (ORAL)

Crl.M.A.7691-7694/2018 (exemption)

Allowed, subject to all just exceptions.

CRL.M.C. 2162/2018, CRL.M.C. 2163/2018, CRL.M.C. 2164/2018 & CRL.M.C. 2165/2018

1. Petitioner impugns order dated 01.03.2018 rejecting the revision petition of the petitioner impugning the order dated 27.01.2018 of the Trial Court.
2. The petitioner was an accused in proceedings under Section 138 of Negotiable Instruments Act, 1881 which were initiated by respondent No.2 claiming that cheques in the sum of Rs.1,18,00,000/- had been dishonoured.
3. It is the case of the petitioner that in January, 2017 a sum of Rs.18 lakh was paid. On 04.07.2017 when Non-Bailable Warrants were issued qua the petitioner, a settlement was arrived wherein the petitioner agreed to pay a sum of Rs.1 crore to respondent No.2. Rs.50,00,000/- were to be paid on or before 21.08.2017 and the balance Rs.50,00,000/- in the first week of October, 2017.

4. The petitioner thereafter sought to contend that the said amount of Rs.1 crore included the payment of Rs.18 lakh which was made in January, 2017.

5. Trial Court as well as the Revisional Court did not accept the contention of the petitioner that adjustment of an amount of Rs.18 lakh, paid prior to the settlement dated 04.07.2017, was to be made.

6. Petitioner has filed the present petition once again impugning the said settlement.

7. Perusal of settlement recorded on 04.07.2017 clearly shows that petitioner had agreed to pay Rs.1 crore; Rs.50 lakh on or before 21.08.2017 and balance Rs.50 lakh by first week of October, 2017. There is no reference to Rs.18 lakh earlier paid in January, 2017. Further it is an admitted position that the total cheque amount was Rs.1,18,00,000/-. It stands to logic that the settlement arrived on 04.07.2017 for payment of Rs.1 crore had already factored in itself the payment of Rs.18 lakh paid in January, 2017 and that is why parties agreed on a lesser amount of Rs.1,00,00,000/-.

8. I find no infirmity in the view taken by the Trial Court as well as the Revisional Court. There is no merit in the petition. The petition is accordingly dismissed.

SANJEEV SACHDEVA, J

APRIL 25, 2018

ns