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

+ **CRL.REV.P. 411/2018**

**BADAN SINGH**

.... Petitioner

Through Mr. Meet Malhotra, Sr. Adv with  
Mr. Ashish Upadhyay, Adv

versus

**THE STATE ( NCT OF DELHI) & ANR**

..... Respondents

Through Mr. M S Oberoi, APP  
Mr. Alok Jain, AR of R-2

**CORAM:**

**HON'BLE MR. JUSTICE A.K. PATHAK**

**ORDER**

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**16.05.2018**

Notice. Learned APP accepts notice on behalf of respondent no.1.

Mr. Alok Jain, AR of respondent no.2 M/s Rohini Capital Services Ltd. is present in the Court and accepts notice. It is submitted that matter stands settled between petitioner and respondent no.2 in terms of Memorandum of Settlement dated 18<sup>th</sup> February, 2018 in as much as out of total settled amount of ₹8.25 lacs, petitioner has already paid ₹5.25 lacs to respondent no.2 and balance ₹3lacs is lying deposited with the trial court.

AR of respondent no.2 admits factum of settlement arrived at with the petitioner and also the receipt of part settled amount to the tune of ₹5.25 lacs from the petitioner. He identifies his signatures at point 'X' on Memorandum of Settlement. He further states that

subject to release of balance settled amount of ₹3 lacs in favour of respondent no.2, respondent no.2 has no objection if offence under section 138 of Negotiable Instrument Act, 1881 is permitted to be compounded.

Keeping in view the settlement arrived at between the petitioner and respondent no. 2 voluntarily, offence under section 138 of Negotiable Instrument Act, 1881 is compounded, petitioner is acquitted with directions to the trial court to release balance settled amount of ₹3 lacs in favour of respondent no.2, forthwith, along with interest accrued thereon, if any.

Petition is disposed of in the above terms. *Dasti.*

**A.K. PATHAK, J**

**MAY 16, 2018**

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