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

+ **CRL.REV.P. 936/2017**

M/S TEWARI ELECTRICALS Petitioner
Through **Mr. Sandeepan Pathak, Adv.**

versus

UROSTAR ELRCTRICALS INDIS PVT LTD & ANR.. Respondents
Through **Mr. Gagan Kumar, Ms. Nidhi Mittal**
and Mr. Sushil Kumar, Adv. for
respondent no. 1
Ms. Manjeet Arya, APP for
respondent no. 2

CORAM:
HON'BLE MR. JUSTICE A.K. PATHAK

ORDER
% **13.03.2018**

It is submitted that matter has been compromised between the petitioner and respondent no. 1. Petitioner has offered ₹2,60,000/- to the respondent no. 1 towards full and final settlement of all its claims in respect of cheque in question. This offer has been accepted by respondent no. 1. Respondent no. 1 has no objection in case offence under Section 138 of the Negotiable Instruments Act, 1881 ("the Act", for short) is permitted to be compounded.

Statements of the petitioner and Authorized Representative of respondent no. 1 have been recorded, on oath, separately. Parties shall

remain bound by the statements recorded in court. Petitioner shall withdraw the complaint case titled M/s. Tiwari Electricals vs. Urostar Electricals India Pvt. Ltd. pending before the District Consumer Forum, Lucknow forthwith.

For the foregoing reasons, offence under Section 138 of the Act is permitted to be compounded. In view of the settlement arrived at between the petitioner and respondent no. 1, petitioner is acquitted. Out of the amount lying deposited in this Court, ₹2,60,000/- be released to respondent no. 1 by the Registry. Remaining amount together with interest accrued thereon, if any, be released to petitioner.

Petition is disposed of in the above terms.

A.K. PATHAK, J.

MARCH 13, 2018

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