

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

CRR No. 379 of 2019 (O&M)

Date of decision: 14.05.2019.

Sarpanch Trading Company

..... Petitioner.

Versus

State of Punjab and another

..... Respondents.

CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL

Present:- Mr. Rajesh Kapila, Advocate,
for the non-applicant/petitioner.

Mr. Rahul Arora, Advocate,
for the applicants/respondents No. 2 (i) to (iv).

ANUPINDER SINGH GREWAL, J. (ORAL)

CRM No. 15791 of 2019

This application is for impleading legal heirs of respondent
No. 2 - Sanjeev Kumar.

It is stated in the application that respondent No. 2 - Sanjeev
Kumar has expired on 30.04.2019 and he has left behind the legal heirs as
described in para No. 3 of the application.

Issue notice to the non-applicant/petitioner.

Heard. For the reasons stated in the application, the same is
allowed and the legal heirs of respondent No.2 - Sanjeev Kumar, as described
in para No. 3 of the application, are impleaded as respondents No. 2 (i) to
(iv). The amended memo of parties appended with the application is taken
on record.

CRR No. 379 of 2019 (O&M)

The petitioner has impugned the judgments and orders of the
Courts below whereby he has been convicted for the offence punishable

under Section 138 of the Negotiable Instruments Act, 1881 and has been sentenced to undergo rigorous imprisonment for a period of one year and pay a fine of ₹2,00,000/-.

The allegations in the complaint against the petitioner are that he, in discharge of his liability had issued a cheque for a sum of ₹1,65,000/- on 30.07.2013 in favour of respondent No.2 - Sanjeev Kumar which on presentation was dishonoured due to insufficient funds.

Learned counsel for the petitioner contends that the matter had been compromised with respondent No.2 - Sanjeev Kumar (complainant) and he had been paid a sum of ₹1,60,000/- on 22.04.2019. He has referred to the affidavit dated 22.04.2019 of respondent No.2-Sanjeev Kumar (complainant) wherein he has expressed his satisfaction for settling the dispute for an amount of ₹1,60,000/-. He states that the petitioner is in custody for a period of more than three months out of the total sentence of one year. He contends that the petitioner is not challenging his conviction and would confine his prayer to the quantum of sentence, which may be reduced to the period already undergone by him. It is stated that after respondent No.2 - Sanjeev Kumar (complainant) had entered into a compromise on 22.04.2019, he unfortunately expired on 30.04.2019. An application was moved by the legal heirs of respondent No.2 - Sanjeev Kumar, who have been impleaded as respondents No.2 (i) to (iv) in the present petition.

Learned counsel for respondents No. 2 (i) to (iv) contends that the matter has indeed been compromised between the parties.

I have heard learned counsel for the parties and have also perused the documents brought on record.

The matter has been compromised between the parties and a sum of ₹1,60,000/- had been paid to respondent No. 2 - Sanjeev Kumar (complainant). The legal heirs of respondent No. 2 - Sanjeev Kumar (complainant), who have been impleaded as respondents No. 2 (i) to (iv), have also confirmed the factum of the compromise. The petitioner has already undergone the sentence of imprisonment of three months out of the total sentence of one year. In the facts and circumstances of the case, I am of the considered view that it would be in the interest of justice if the sentence of the petitioner is reduced to the period already undergone by him while maintaining his conviction. Therefore, while maintaining the conviction of the petitioner, his sentence is reduced to the period already undergone by him.

Consequently, the petition stands disposed of with the aforesaid modification.

(ANUPINDER SINGH GREWAL)
JUDGE

14.05.2019
Ramesh

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No