IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

301 **CRR-865-2019 (O&M)**
DATE OF DECISION: 29.05.2019

SEWA SINGH **… Petitioner(s)**

Versus

STATE OF PUNJAB AND ANOTHER **... Respondent(s)**

CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL

Present: Mr. G.S. Sirphikhi, Advocate for the petitioner(s).
Ms. Ruchika Sabharwal, AAG, Punjab.
Ms. Paramjit Deol, Advocate for the complainant.

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ANUPINDER SINGH GREWAL, J. (ORAL)

CRM-11902-2018

There is a delay of 532 days in preferring the revision petition.

Learned counsel for the applicant/petitioner contends that the petitioner was not informed about the dismissal of the appeal and only later on when he was arrested on 22.01.2019, he learnt about the dismissal of the case. Therefore, the delay of 532 days has been occurred. He also contends that the matter has been compromised and an amount of Rs.22,000/- has been paid to the complainant Bank.

For the reasons stated in the application, the same is allowed and delay of 532 days in preferring the petition is condoned.

MAIN CASE

Learned counsel for the petitioner states that after the dismissal of the appeal against the judgment of the trial Court, convicting the petitioner under Section 138 of the Negotiable Instruments Act and sentencing him to undergo rigorous imprisonment for a period of six months, the petitioner has arrived at a settlement with the complainant Bank with regard to the cheque amount. He has referred to the certificate (Annexure P/2) issued by The Gurdaspur Central Cooperative Bank dated 20.7.2018 where it is mentioned that the petitioner has deposited the settled amount under the One Time Settlement Scheme of the Bank.

Learned counsel for the petitioner contends that the petitioner was not informed about the dismissal of the appeal and only later on when he was arrested on 22.01.2019, he learnt about the dismissal of the case. He contends that the matter has been compromised and an amount of Rs.22,000/- in full and final settlement has been paid to the complainant Bank. He also contends that the offence under Section 138 of the Negotiable Instruments Act, 1881 is compoundable even at this stage, he has cited judgment of the Supreme Court in case of **Damodar S. Prabhu vs. Sayed Babalal, H., 2010 (5) SCC 663**.

Learned counsel appearing for the complainant states that the matter has indeed been compromised.

The petitioner has been convicted under Section 138 of the Negotiable Instruments Act, 1881. As the dispute has been settled by the parties and a sum of Rs.22,000/- has been paid to the complainant Bank in full and final settlement, it would be in the interest of justice, if the offence is compounded under Section 320(6) of the Cr.P.C. The liability under Section 138 of the Negotiable Instruments Act, 1881 is civil in nature and in case the parties have arrived at compromise, the same should be accepted to give quietus to the litigation.

Consequently, the petition is allowed and the judgments dated 28.11.2016 passed by the trial Court and order dated 21.07.2017 passed by the Appellate Court, are set aside. The petitioner is acquitted of the charges.

29.05.2019 **(ANUPINDER SINGH GREWAL)**
SwarnjitS **JUDGE**

Whether speaking/reasoned : Yes / No
Whether reportable : Yes / No