

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Sr. No.120

CRR-1038-2019 (O&M)
DECIDED ON: May 01, 2019

POOJA PURI

..PETITIONER

VERSUS

ARVIND PAUL

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL

Present: Mr. Sandeep Arora, Advocate, for the petitioner.

Mr. Abhishek Bhardwaj, Advocate,
for the respondent.

ANUPINDER SINGH GREWAL, J. (ORAL)

The petitioner has challenged the orders of the trial Court and the Appellate Court, whereby he has been convicted under Section 138 of the Negotiable Instruments Act, 1881 and sentenced to undergo rigorous imprisonment for a period of 02 years and compensation of Rs.4 lacs along with interest @ 9% has been imposed.

Learned counsel for the petitioner contends that the matter has been compromised and he has handed over a demand draft in the name of the complainant for a sum of Rs.3.5 lacs in full and final settlement of the award. He also contends that the offence under Section 138 of the Negotiable Instruments Act, 1881 is compoundable even at this stage, he cites judgment of the Supreme Court in case of *Damodar S. Prabhu vs. Sayed Babalal H., 2010 (5) SCC 663*.

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Learned counsel for the petitioner also contends that the financial condition of petitioner is not sound, as she is a house-wife and is wholly dependent on her husband, who has suffered losses in business and, therefore, the cost be reduced to a reasonable amount.

Learned counsel appearing for the complainant states that the complainant is also present in Court and the matter has been compromised with the petitioner and he has received a demand draft for a sum of Rs.3.5 lacs in full and final settlement. He has 'no objection' if the offence is compounded.

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 demand draft for a sum of Rs.3.5 lacs has been paid to the complainant 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 07.12.2017 passed by the trial Court and dated 11.02.2019 passed by the Appellate Court, are set aside. The petitioner is acquitted of the charges.

The petitioner shall deposit Rs.10,000/- as costs with the Punjab Legal Services Authority within a period of one week.

May 01, 2019

Ankur

**(ANUPINDER SINGH GREWAL)
JUDGE**

Whether speaking/reasoned
Whether Reportable

Yes/No
Yes/No