

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

CRR No. 1508 of 2018 (O&M)

Date of decision: 31.01.2019

M/s Balaji Panels and another

...Petitioners

Versus

State of Haryana and another

...Respondents

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present:- Mr. Namit Khurana, Advocate
for the petitioners.

Mr. Arun Kumar, AAG, Haryana.

Ms. Vijay Laxmi, Advocate for
Mr. Ramnish Puri, Advocate
for respondent No. 2/complainant.

ARVIND SINGH SANGWAN, J. (Oral)

Prayer in this petition is for setting aside the judgment of conviction dated 01.07.2015 and order of sentence dated 02.07.2015, passed by the trial Court, vide which, the petitioner was held guilty for commission of offence punishable under Section 138 of the Negotiable Instruments Act, 1881 (*for short 'N. I. Act'*) and was sentenced to undergo rigorous imprisonment for a period of one year and to pay the compensation to the tune of ₹2,50,000/- to the complainant and in default of payment of compensation, to further undergo rigorous imprisonment for a period of three months; as well as the judgment dated 10.04.2018, vide which, the appeal filed by the petitioner was dismissed by the lower appellate Court.

Brief facts of the case are that respondent No. 2/complainant

filed a complaint under Section 138 of the N. I. Act against the accused/petitioners with the allegations that in discharge of the existing liability towards the complainant, the accused/petitioners had issued a cheque bearing No. 085613 dated 26.02.2013 in the sum of ₹2,00,000/- drawn on HDFC Bank, Branch Yamuan Nagar, however, when the said cheque was presented by the complainant to his banker i.e. Punjab National Bank, Branch Yamuna Nagar, the same was dishonoured by the bank, with the remarks 'funds insufficient', vide memo dated 27.02.2013. Thereafter, legal notice dated 05.03.2013 was issued by the complainant to accused/petitioners calling upon them to make the requisite payment within a period of fifteen days but the accused/petitioners failed to make the said payment and consequently, the complainant filed the present complaint on 17.04.2013, in which the accused/petitioner No. 2 was convicted and sentenced as noticed above. The accused/petitioners filed an appeal before the lower appellate Court challenging the judgment of conviction and order of sentence, passed by the trial Court, however, the same was dismissed. Hence, the present revision petition.

During the pendency of the present petition, vide order dated 04.05.2018, noticing the fact that the petitioner has compromised the case with respondent No. 2/complainant, sentence of the accused/petitioner No. 2 was suspended and the case was referred to Mediation and Conciliation Centre of this Court for recording of the statement of parties.

The Mediator has recorded the statement of respondent No. 2/complainant wherein, he has stated that he has compromised the dispute with accused/petitioners and the total amount of ₹2,50,000/- has

been paid by the petitioners to him in cash and he has no objection if the present revision petition is disposed of in the light of the compromise entered into between them. Similar statement was made by the accused/petitioner No. 2.

In view of the above, it is submitted by learned counsel for the parties that the present petition may be allowed and the offence be compounded in view of the provisions of Section 147 of the N. I. Act.

After hearing both the parties and considering the fact that the parties have amicably settled their dispute and no other litigation is pending between them, the permission is granted to compound the offence under the provisions of Section 147 of the N.I. Act.

It has been held by Hon'ble Supreme Court in ***2018 (1) R.C.R. (Criminal) 971, Sri Ashish Subba vs. Manoj Kumar Agarwal and another*** that when the parties have amicably settled their dispute, the conviction and sentence of the accused, under Section 138 of the N.I. Act, can be set aside.

Accordingly, this revision petition is allowed and judgment of conviction dated 01.07.2015 and order of sentence dated 02.07.2015, passed by the trial Court, as well as the judgment dated 10.04.2018, passed by the lower appellate Court, are set set aside.

However, the parties shall remain bound by the terms and conditions of the aforesaid settlement arrived at between them.

January 31, 2019

Waseem Ansari

**(ARVIND SINGH SANGWAN)
JUDGE**

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No