

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

CRR No. 2318 of 2018 (O&M)

Date of decision: 28.02.2019

Mange Ram

...Petitioner

Versus

State of Haryana and another

..Respondents

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present:- Mr. S. S. Nain, Advocate
for the petitioner.

Ms. Harpreet Kaur, AAG, Haryana.

None for respondent No. 2.

ARVIND SINGH SANGWAN, J. (Oral)

Prayer in this petition is for setting aside the judgment of conviction dated 23.03.2015 and order of sentence dated 24.03.2015, 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 a fine of ₹1,000/- along with compensation of ₹14,00,000/- under Section 357(3) Cr.P.C., which was ordered to be recovered only after the decision of appeal or revision. The petitioner also seeks setting aside of the judgment dated 10.07.2018, vide which, the appeal filed by the petitioner was dismissed by the lower appellate Court.

During the pendency of the present petition, on 31.07.2018, learned counsel for the petitioner handed over a demand draft of ₹3,50,000/-

favouring the complainant/respondent No. 2 in Court itself and submitted that he may be allowed to reserve his rights to argue the case on merits or exploring the possibility of an amicable settlement before the Mediation and Conciliation Centre of this Court. Hence, keeping in view the fact that there is some possibility of an amicable settlement, the parties were directed to appear before the Mediation and Conciliation Centre of this Court and sentence of the petitioner was suspended.

In pursuance to the order dated 31.07.2018, the parties appeared before the Mediation and Conciliation Centre of this Court and with the able assistance of Mediator, the matter was compromised between them and a settlement/agreement dated 26.10.2018 was reduced in writing. The operative part of the said settlement/agreement is as under:

“6. The following settlement has been arrived at between the parties hereto:

a) That towards the cheque dispute in the above-mentioned case, the parties have settled the dispute amicably for total amount of Rs.8,50,000/- (Rupees Eight Lacs and Fifty Thousand only). After the receipt of amount of Rs.8,50,000/- (Rupees Eight Lacs and Fifty Thousand only) from the first party, the second party shall withdraw all the litigations against the first party if pending before any Hon'ble Court. It is also settled between both the parties that the second party will make statement/affidavit etc. for the acquittal of the first party from all charges before this Hon'ble Court or any other appropriate Court.

b) That the second party has already received Demand Draft bearing No.002444 dated 16.07.2018 of HDFC Bank, Madlauda, Distt. Panipat for an amount of Rs.3,50,000/- (Rupees Three Lacs and Fifty Thousand

only) from the first party. The second party has also received Rs.1,90,000/- (Rupees One Lac and Ninety Thousand only) in cash from the first party.

c) That the first party will make the RTGS of remaining amount of Rs.3,10,000/- (Rupees Three Lacs and Ten Thousand only) to the second party today itself i.e. 26.10.2018. In case due to any difficulty, if RTGS is not made today, then same shall be made immediately on 29.10.2018.

d) That the total dispute between the parties is settled for Rs.8,50,000/-. The total amount of Rs.5,40,000/- (Rupees Five Lacs and Forty Thousand only) is already received by the second party and the final instalment of Rs.3,10,000/- (Rupees Three Lacs and Ten Thousand only) will be paid through RTGS as mentioned above. After the receipt of the last installment of Rs.3,10,000/- (Rupees Three Lacs and Ten Thousand only) by the second party from the first party, all the claims of the second party are fully satisfied and paid and nothing will be due against the petitioner/first party.

e) It has been further mutually agreed by both the parties that if any complaint/case is pending before any competent court of law/authority, which is not in the knowledge of either of the parties or has escaped their attention shall also be withdrawn by them.”

Learned counsel for the petitioner has placed on record bank statement regarding transfer of balance amount of ₹3,10,000/- in the account of complainant/respondent No. 2.

In view of the above, it is submitted by learned counsel for the petitioner 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, while upholding the judgment of conviction dated 23.03.2015, the order of sentence dated 24.03.2015 is modified to the extent that the same is reduced to the period already undergone by the petitioner.

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

Petition stands disposed of.

February 28, 2019

Waseem Ansari

**(ARVIND SINGH SANGWAN)
JUDGE**

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No