

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

**CRR No.3681 of 2018 (O&M)
Date of decision: 20.08.2019**

Surinder Mahajan and another

....Petitioners

Versus

State of Punjab and another

....Respondents

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present: Mr. Rishu Mahajan, Advocate
for the petitioners.

Mr. Jagmohan Ghumman, DAG, Punjab.

Mr. Samrit Gill, Advocate
for Mr. Sandeep Arora, Advocate
for respondent No.2.

ARVIND SINGH SANGWAN J. (Oral)

Prayer in this revision petition is for setting-aside the judgment of conviction as well as the order of sentence dated 28.07.2016 passed by the trial Court vide which the petitioners were held guilty for offence under Section 138 of the Negotiable Instruments Act and were sentenced to undergo 06 months RI and to pay a fine of Rs.75,903/- as well as the judgment dated 13.10.2018 passed by the Lower Appellate Court vide which appeal filed by the petitioners was dismissed.

During the pendency of the present petition on 22.02.2019, the petitioner – Surinder Mahajan, has handed over a demand draft of Rs.70,000/- to counsel for respondent No.2/complainant and thereafter, the case was referred to the Mediator in the Mediation and Conciliation Centre of this Court for exploring the possibility of some amicable

settlement.

The Mediator has sent a settlement agreement dated 23.04.2019 and according to this settlement, the parties have entered into a compromise/settlement on the following terms and conditions:-

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

a) It has been agreed between the parties that the total amount towards petitioner-first party was Rs.1,60,930/- and out of which Rs.30,000/- were paid on various dates by the petitioner-first party to the respondent-second party and a sum of Rs.70,000/- was paid to the counsel for the respondent in the Court on 22.2.2019 which stands encashed and now after payment of the above amount. The only amount of Rs.5903/- remains outstanding towards petitioner which the first party is willing to pay to the second party.

b) It has been agreed that the first party will pay Rs.5903/- and Rs.15,000/- as compensation and cost of litigation to the second party in cash on or before 06.5.2019 at their registered office of the second party (M/s. Amco Batteries) against due receipt issued by the second party.

c) It has been further agreed as one of the case pertaining to the said very amount is pending in the Court of Additional District Sessions Judge, Jalandhar on for 20.05.2019, the second party will withdraw the same by making appropriate statement on the next date of hearing.

d) It is further agreed between the parties that they will not file any civil or criminal complaint regarding to this matter in any Court of law.”

Counsel for the complainant/respondent No.2 has stated at

Bar that the complainant has received the entire amount as per the settlement and has no objection if the present revision petition is allowed and the offence may be compounded.

Counsel for the petitioners has relied upon the judgment **“Sri Ashis Subba vs Manoj Kumar Agarwal and another”, 2018(1) RCR (Criminal) 971**, passed by the Hon'ble Supreme Court to submit that the proceedings under Section 138 of the Negotiable Instruments Act can be compounded even at the stage of revision before the High Court, on the basis of the compromise arrived at between the parties in terms of Section 147 of the Negotiable Instruments Act.

For the foregoing reasons and in view of the law laid down by the Hon'ble Supreme Court in **Sri Ashish Subba's case (supra)**, this revision petition is allowed and the judgment of conviction as well as the order of sentence dated 28.07.2016 passed by the trial Court and the judgment dated 13.10.2018 passed by the Lower Appellate Court, are set-aside and the petitioners are acquitted of the charges framed against them.

Disposed of accordingly.

(ARVIND SINGH SANGWAN)
JUDGE

20.08.2019
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Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No