

In the High Court of Punjab and Haryana at Chandigarh

129

CRR-551-2018 (O & M)

Date of Decision: August 26, 2019

CHAMAN LAL

.....PETITIONER

VERSUS

SANJIV KUMAR

....RESPONDENT

CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL

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

Mr. Kuldeep Singh, Advocate
for the respondent.

ANUPINDER SINGH GREWAL, J (ORAL)

The petitioner has challenged the judgments and orders of the Courts below whereby the petitioner has been convicted under Section 138 of the Negotiable Instruments Act and sentenced to undergo rigorous imprisonment for a period of one year and six months and pay the cheque amount of ₹1,60,000/-.

The allegations against the petitioner are that cheque issued by him for a sum of ₹1,60,000/- was stated to have been dishonoured on account of insufficient funds.

Learned counsel for the petitioner contends that the matter has finally been compromised with the respondent-complainant and has referred to copy of the compromise Annexure P-1.

Learned counsel for the respondent-complainant states that the matter has indeed been compromised and the complainant has received a sum of ₹1,10,000/- as full and final settlement.

Learned counsel for the petitioner contends that the petitioner has already deposited a cost of ₹20,500/- with the 'Poor Patients' Welfare Fund of the Postgraduate Institute of Medical Education and Research (PGIMER), Chandigarh in terms of the order dated 30.01.2019.

Heard.

The allegations against the petitioner are that the cheque issued by him for a sum of ₹1,60,000/- was dishonoured on account of insufficient funds. The liability under the Act is primarily civil in nature. Now the matter has been compromised and the petitioner has already paid a sum of ₹1,10,000/- as full and final settlement.

The offence under Section 138 of the Act is compoundable even at this stage in the light of the judgment of the Supreme Court in case of **Damodar S. Prabhu vs. Sayed Babalal H.**, 2010 (5) SCC 663. The petitioner has been convicted under Section 138 of the Act. As the dispute has been settled by the parties as the petitioner has made the payment, it would be in the interest of justice, if the offence is compounded under Section 147 of the Act. The liability under Section 138 of the Act 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. The judgment dated 16.01.2015 and order of sentence dated 23.01.2015 passed by the trial Court and judgment dated 06.04.2016 passed by the Appellate Court, are set aside.

The petitioner is acquitted of the charges. However, the complainant is at liberty to prefer an application, in the event of the petitioner resiling from the compromise.

(ANUPINDER SINGH GREWAL)
JUDGE

August 26, 2019
A.Kaundal

Whether speaking/ reasoned	:	Yes/No
Whether Reportable	:	Yes/No