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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ CRL.A. 123/2019, CRL.M.(BAIL) 214/2019 & CRL.M.As.2493/2019 & 8478/2019

BABAR NOORUDDIN ..... Appellant

Through: Mr. Habibur Rahman, Adv.

versus

STATE & ANR .... Respondents

Through: Mr. Kamal Kumar Ghei, APP with SI ML Meena, PS Jamia Nagar, Delhi
Mr. Rishab Raj Jain, Adv. for R-2

CORAM:
HON'BLE MR. JUSTICE CHANDER SHEKHAR

O R D E R

% **23.04.2019**

1. The appellant has preferred the present appeal against the judgment of conviction dated 13.11.2018 and order on sentence dated 19.11.2018 passed by the Additional Sessions Judge, Special Electricity Court, Saket Courts, New Delhi (hereinafter referred to as "the Trial Court") whereby the appellant was convicted for the offence under Section 135 of the Electricity Act, 2003 ('the Act'). The present appeal preferred by the appellant is limited to the extent of setting aside the fine amount of Rs.5,50,500/- imposed by the Trial Court vide the aforesaid order on sentence dated 19.11.2018.

2. Learned counsel for the appellant submitted that with the consent of both the parties and in view of the fact that the matter was compoundable, this Court referred the matter to the Delhi High Court Mediation and Conciliation Centre vide order dated 4.2.2019 and consequently, on 5.2.2019, the parties entered into a Settlement

Agreement and the matter was settled before the Delhi High Court Mediation and Conciliation Centre.

3. The aforementioned Settlement Agreement dated 5.2.2019 is already on record wherein the matter was settled on the following terms and conditions:

> "a. It is agreed between the parties that the Second Party is ready to settle the civil liability imposed upon the First Party by order dated 19.11.2018 of Special Judge, Saket, New Delhi on the entire amount i.e. Rs. 3,67,000/- (Rupees Three Lakhs Sixty Seven Thousand Only) which already stands deposited by the First Party against Case Id N. RJ051114SD079 with the Second Party. The Second Party has already issued No-dues certificate in favour of the First Party to this effect.
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> b. It is agreed by the Second Party that since the amount of Rs. 3,67,000/- (Rupees Three Lakhs Sixty Seven Thousand Only) already stands received by the Second Party and the Second Party has already issued the No-dues certificate to the First Party, the Second Party shall not press against the conviction of the First Party.
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> c. The Second Party further agrees for imposition of criminal liabilities by the Hon'ble Court and leaves the same to the discretion of the Hon'ble Court."

4. Learned counsel for the appellant submitted that the parties have no further claims or demands against each other and all the disputes and differences have been settled by the parties.

5. Learned counsel for the appellant further submitted that the appellant has also moved an application under Section 482 of the Code of Criminal Procedure, 1973 (Cr.P.C.) before this Court praying therein that in view of the settlement arrived at between the parties, the fine amount imposed by the Trial Court be set aside and further

sought the disposal of the present appeal.

6. Learned counsel for the respondent No.2 submitted that he is having no objection in case the appeal is allowed in view of the settlement arrived at between the parties before the Delhi High Court Mediation & Conciliation Centre and further submitted that the order on sentence dated 19.11.2018 passed by the Trial Court vide which the fine amounting to Rs.5,50,500/- was imposed may be set aside.

7. In view of the facts and circumstances of the case coupled with the fact that the parties have entered into a Settlement, the present appeal and the application are allowed. The impugned judgment of conviction dated 13.11.2018 and order on sentence dated 19.11.2018 passed by the Trial Court are set aside and modified only to the extent of the fine amount of Rs.5,50,500/- imposed by the Trial Court while passing the impugned order on sentence dated 19.11.2018. Accordingly, the appeal is disposed of. Pending applications are also disposed of.

CHANDER SHEKHAR, J

APRIL 23, 2019/rk