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

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Judgment delivered on: 03.07.2019

+ CRL.REV.P. 214/2019

PREM CHAND SAGAR

..... Petitioner

versus

BRM LEASE & CREDIT PVT LTD.

..... Respondent

Advocates who appeared in this case:

For the Petitioner : Mr. Harinath Ram, Advocate.

For the Respondent : None.

CORAM:

HON'BLE MR. JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

CRL.REV.P. 214/2019 & CrI.M.A.4059/2019 (leave to compound offence), CrI.M.A.5739/2019 (seeking waiver of cost)

1. Petitioner impugns judgment dated 19.12.2018 whereby the appeal of the petitioner impugning judgment dated 19.03.2018 was dismissed.

2. Petitioner has been convicted under Section 138 of the

Negotiable Instruments Act and sentenced to undergo simple imprisonment for a period of three months and also to pay a fine in the sum of Rs. 1,25,000/- as compensation to the complainant.

3. Subject cheque was for Rs. 1 lakh.

4. Parties have settled their disputes. Petitioner had undertaken to pay a sum of Rs. 75,000/- in full and final settlement of all claims of the respondent.

5. On 22.02.2019, Mr. Brij Mohan Wadhwa, Authorized Representative of the Respondent was present in Court in person. He had stated that the respondent company had duly agreed to receive said amount of Rs.75,000/- in full and final settlement of all its claims and he had no objection to the compounding of the subject offence.

6. Resolution of the Board of Directors dated 03.10.2018 has subsequently been filed. The complainant Company has also filed an acknowledgement dated 11.03.2019 of having received the agreed amount of Rs.75,000/- on 26.02.2019. The same is placed on record.

7. Learned counsel for the petitioner has produced receipt of deposit of cost amounting to Rs.15,000/- equivalent to 15% of the cheque with the Delhi State Legal Services Authority on 03.07.2019 in terms of the judgment of the Supreme Court in *Damodar S. Prabhu, Vs. Syed Babulal* (2010) 5 SCC 663. Receipt of deposit of costs has been produced in Court. The same is taken on record.

8. In view of the settlement between the parties and petitioner having paid the entire settlement amount and also having deposited costs equivalent to 15% of the cheque amount in terms of the judgment of the Supreme Court in *Damodar S. Prabhu, Vs. Syed Babulal* (supra), subject offence is compounded. Petitioner is acquitted of the subject offence.

9. Petition is allowed in the above terms.

10. Order *Dasti* under signatures of the Court Master.

JULY 03, 2019
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SANJEEV SACHDEVA, J

नस्यमेव जयते