IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

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CRR-817 of 2020 (O&M)
Date of Decision: 30.07.2021

Robin

Petitioner

Versus

Parmod Kumar and another

Respondents

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. Shilesh Gupta, Advocate for the petitioner.
Ms. Charu Kalra, Advocate for respondent No. 1.
Ms. Monika Jalota, DAG, Punjab for respondent No. 2.

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AVNEESH JHINGAN, J (Oral):

The matter is taken up for hearing through video conference due to COVID-19 situation.

This criminal revision is filed against the order dated 15.1.2020, passed by Additional Sessions Judge, Patiala upholding the conviction of the petitioner under Section 138 of the Negotiable Instruments Act, 1881 (for short, 'the Act').

The complaint was filed as cheque for Rs.4,88,000/- issued by the petitioner to the complainant was dishonoured. As per the complaint, the cheque was issued for returning the loan taken by the petitioner. The petitioner was convicted on 25.1.2019 by Judicial Magistrate First Class, Rajpura. Aggrieved of conviction, appeal was filed, same was dismissed. Hence the present criminal revision.

After dismissal of the appeal, the parties compromised the matter. The complainant received the amount and was not interested in pursuing the litigation any further.

Learned counsel for respondent No. 1 supports the factum of compromise. She has no objection if the conviction of the petitioner is set aside.

The petitioner has deposited the cost in accordance with the judgment of the Supreme Court in Damodar S. Prabhu v. Sayed Babalal H., 2010(5) SCC 663. The print out of the receipt showing deposit of Rs.73,200/- as cost is taken on record.

In **K.M. Ibrahim v. K.P. Mohammed and another, (2010) 1, SCC 798,** Supreme Court held as under:-

> *8. The golden thread in all these decisions is that once a person is allowed to compound a case as provided for under Section 147 of the Negotiable Instruments Act, the conviction under Section 138 of the said Act should also be set aside. In the case of Vinay Devanna Nayak (supra), the issue was raised and after taking note of the provisions of Section 320 Cr.P.C., this Court held that since the matter had been compromised between the parties and payments had been made in full and final settlement of the dues of the Bank, the appeal deserved to be allowed and the appellant was entitled to acquittal. Consequently, the order of conviction and sentence recorded by all the courts were set aside and the appellant was acquitted of the charge leveled against him.*

After hearing learned counsel for the parties and taking into consideration the fact that the parties have settled their dispute. The offence punishable under Section 138 of the Act is compounded, accordingly, the impugned judgments and orders passed by the Courts below are set aside. The complaint under Section 138 of the Act is dismissed and the petitioner is acquitted of the notice of accusation served upon him.

The revision petition is disposed of.

[AVNEESH JHINGAN]
JUDGE

30th July, 2021
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1. Whether speaking/ reasoned : Yes
2. Whether reportable : Yes