IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

254 **CRM-M-1806-2019**
Date of Decision: 20.09.2022

Saroop Singh .... Petitioner

Versus

The Moga Central Co-Oerative Bank Ltd. .... Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. B.S. Bhalla, Advocate,
for the petitioner.

None for the respondent.

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ANOOP CHITKARA, J. (ORAL)

Challenging the dismissal of the application by learned Additional Sessions Judge, Moga, whereby he refused to extend the time to deposit the balance agreed amount as per compromise, the accused had come up before this Court under Section 482 Cr.P.C.

On 16.01.2019, the petitioner's counsel made a statement to this Court that the outstanding amount was Rs. 6,50,000/- and out of which the petitioner was ready to deposit a sum of Rs. 2 lac within one week. Given such statement, this Court had stayed the pronouncement of final judgment by the trial Court.

On 30.01.2019, the petitioner's counsel made a statement that in compliance of the previous order, the petitioner/accused had deposited a sum of Rs. 2 lac in addition of Rs. 6 lac already paid to the complainant.

On 26.03.2019, the petitioner's counsel again made a statement that the petitioner was ready to deposit the balance amount of Rs.4,50,000/- and sought time. After that on 22.05.2019, petitioner's counsel made a statement that the petitioner had deposited the entire cheque amount and the said fact was affirmed by the counsel for the respondent/bank. However, the petitioner stated that he could not deposit 15% of the cheque amount as cost of proceedings.

On 11.07.2019, the petitioner's counsel pleaded before this Court with respect to the petitioner's inability to pay 15% of the cheque amount.

Due to COVID-19 pandemic, the matter was taken up today after a gap of about three years.

Petitioner's counsel stated that to pay the cheque amount, the petitioner had to sell his house and now he is in a very miserable financial condition. It was further contended that in case 15% of the cheque amount is not reduced, then the petitioner shall have to cull out money meant for medicines and day to day household necessities which would make their lives very miserable.

There is nothing to disbelieve the petitioner's prayer which is corroborated from the previous orders. Thus, this Court takes a compassionate view and reduces 15% of the cheque amount as per judgment in Damodar S. Prabhu v Sayed Babalal, (2010) 5 SCC 663, wherein Hon'ble Supreme Court held as under:-

> [17]. "…Even though the imposition of costs by the competent court is a matter of discretion, the scale of costs has been suggested in the interest of uniformity. The competent Court can of course reduce the costs with regard to the specific facts and circumstances of a case, while recording reasons in writing for such variance."

Given the entirety of facts and circumstances, this Court feels it appropriate to reduce 15% amount to a sum of Rs.50,000/- which the petitioner shall have to deposit before the concerned Legal Aid Services Authority of the said District on or before 15.12.2022.

Given above, the impugned order rejecting the extension of time is overturned.

Now list the matter before the trial Court on 16.12.2022 on which date, the petitioner shall hand over a receipt of deposit of Rs.50,000/-. It is clarified that in case compounding fee of Rs. 50,000/- is not deposited by 15.12.2022, then this order shall stand recalled automatically under Section 362 read with Section 482 Cr.P.C. with any further reference of this Court.

The trial Court shall not pronounce the final order till 15.12.2022 and from that date onwards, the stay shall stand vacated automatically.

Given above, the present petition is partly allowed to the extent mentioned above.

(ANOOP CHITKARA)
JUDGE

20.09.2022
Jyoti-II

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