

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

Date of Decision: March 04, 2022

1. CRR-169-2020 (O&M)

Sanjay Mann

...Petitioner

Versus

Karan Lake Tourist Resort, Haryana Tourism Corporation Ltd. Karnal

...Respondent

2. CRR-175-2020 (O&M)

Sanjay Mann

...Petitioner

Versus

Karan Lake Tourist Resort, Haryana Tourism Corporation Ltd. Karnal

...Respondent

3. CRR-176-2020 (O&M)

Sanjay Mann

...Petitioner

Versus

Karan Lake Tourist Resort, Haryana Tourism Corporation Ltd. Karnal

...Respondent

4. CRR-174-2020 (O&M)

Sanjay Mann

...Petitioner

Versus

Karan Lake Tourist Resort, Haryana Tourism Corporation Ltd. Karnal

...Respondent

CORAM: HON'BLE MR. JUSTICE MANOJ BAJAJ

**Present: Mr.Maneesh Kumar Bali, Advocate,
for the petitioner in all the cases.**

Mr.Deepak Sabharwal, Advocate,
for the respondent.

MANOJ BAJAJ, J. (Oral)

CRM-5970-2022 in CRR-169-2020

CRM-5969-2022 in CRR-175-2020

CRM-5982-2022 in CRR-176-2020

CRM-5962-2022 in CRR-174-2020

The prayer in the above applications is for preponment of the date of hearing of the main cases.

Learned counsel for the respondent does not oppose the prayer.

In view of the above, the applications are allowed and date of hearing is preponed to today.

CRR-169-2020, CRR-175-2020, CRR-176-2020 & CRR-174-2020

Petitioner-Sanjay Mann (convict) has filed these separate petitions to challenge the decision dated 05.12.2019 passed by the appellate court, whereby his conviction under Section 138 Negotiable Instruments Act 1881 recorded by the trial court vide judgment dated 10.07.2018 and order of sentence dated 11.07.2018 was upheld.

The facts, in brief, leading to the present petitions are that respondent/complainant filed four different complaints for dishonour of four cheques Nos.111545 dated 01.10.2016, 111544 dated 01.10.2016, 111546 dated 01.10.2016 and 111543 dated 01.10.2016 amounting to Rs.2,08,150/- each allegedly issued by the petitioner in favour of the respondent.

It was mentioned in the complaints that the complainant is a Semi Government Institute and the petitioner-accused took STD/PCO and Fresh Fruit & Juice Shop from it on lease for a period of three years w.e.f. 01.04.2015 to 31.03.2018 for Rs.18,10,000/- plus service tax etc. As per lease agreement dated 01.04.2015, the accused was required to pay 1/10th of

total bid money plus service tax immediately at the fall of hammer and remaining amount was required to be paid in nine equal quarterly instalments commencing from 01.07.2015 upto 01.07.2017. Accordingly, the accused, in order to discharge the legal liability in part, issued four cheques drawn at Jammu & Kashmir Bank, however, the same were dishonoured, thereby compelling the complainant to institute respective complaints bearing No.3432 of 2016, 465 of 2017, 3158 of 2016 and 1550 of 2017.

After commencement of the proceedings before the trial court, the same ended in conviction on 10.07.2018 recorded by way of separate judgments in each complaint case. The trial court on 11.07.2018 imposed sentence of rigorous imprisonment for a period of eight months and also directed to pay compensation equivalent to cheque amount to the complainant in each case.

Aggrieved against the said judgments, separate appeals were filed by the petitioner before the Appellate Court at Karnal, which were dismissed vide separate orders dated 05.12.2019, thereby upholding the conviction of the petitioner.

During the course of hearing, learned counsel for the petitioner has referred to CRM-1988-2020 in CRR-169-2020 under Section 427 Cr.P.C. read with Section 482 Cr.P.C. for concurrent running of the sentences by modifying the impugned orders of sentences and confined his prayer only regarding the concurrent running of sentences in all these cases and does not press the challenge to the impugned judgments of conviction and the other part of the sentence, whereby compensation is awarded to the complainant. In support of his argument, he has relied upon **V.K.Bansal**

Versus State of Haryana and others, 2013 (3) R.C.R. (Criminal) 983, Shyam Pal Versus Dayawati Besoya & Anr., 2016(4) R.C.R. (Criminal) 790, CRM-M-24431 of 2010 (Mohan Lal Versus State of Punjab and another), decided on 25.03.2011 and **Shashi Bhushan Versus State of Haryana & others, 2020(1) R.C.R. (Criminal) 208.**

On the other hand, Mr. Deepak Sabharwal, learned counsel appearing on behalf of the complainant fairly states that the case of the petitioner would be covered by the decision of this court in **Shashi Bhushan's case (supra)** as all the cheques in question were issued at the same time and were dishonoured on the same date and does not oppose the limited prayer made by the learned counsel for the petitioner for concurrent running of sentences in all these cases.

After hearing learned counsel for the parties, this court is of the considered opinion that as per the complainant, when the parties are common and the dispute/complaints arises from one common transaction of lease amount, the same can be construed as a one transaction only for the purpose of extending benefit under Section 427 Cr.P.C., particularly when the offences are neither heinous nor serious, but summarily triable by Magistrate.

The Hon'ble Supreme Court in **V.K.Bansal Versus State of Haryana and others, 2013 (3) R.C.R. (Criminal) 983,** also proceeded to allow the convict to serve the sentence concurrently, where the conviction was recorded for various different complaints under Section 138 Negotiable Instruments Act.

In view of the above, these petitions are allowed and it is ordered that the sentences awarded to the petitioner in all the complaint

cases shall run concurrently. However, the default as well as compensation clause recorded in the impugned orders of sentence shall remain intact.

March 04, 2022
ramesh

(MANOJ BAJAJ)
JUDGE

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