

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

**CRR-4-2012 (O&M)
DECIDED ON: 6th SEPTEMBER, 2022**

SURENDER

.... PETITIONER

VERSUS

STATE OF HARYANA AND ANOTHER

.... RESPONDENTS

CORAM:HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Ran Vijay Singh, Advocate
for the petitioner.

Mr. Surender Singh, AAG, Haryana.

Mr. Jasbir Singh Ahlawat, Advocate
for respondent No.2.

SANDEEP MOUDGIL J (ORAL)

Challenge in this revision petition is to the judgment dated 02.11.2011 passed by learned Additional Sessions Judge, Palwal whereby judgment of conviction dated 28.09.2011 and order of sentence dated 01.10.2011 passed by learned Additional Chief Judicial Magistrate, Palwal was upheld vide which petitioner has been sentenced to undergo RI for a period of sixteen months for commission of offence punishable under Section 138 of the Negotiable Instruments Act, 1881, besides to pay fine.

Custody certificate of the petitioner filed by the counsel for the State is taken on record. According to the custody certificate, the petitioner has undergone the total sentence of 06 months and 20 days including remissions.

During the pendency of instant revision petition, with the

consent of the parties the matter was referred to the Mediation and Conciliation Centre functioning in this Court and the parties were directed to appear before the Centre on 08.08.2022. Report of Mediator has been received wherein it is stated that both the parties have settled their dispute by way of an amicable settlement/agreement dated 06.07.2022.

The operative part of the settlement reads as under:-

“a) It is settled between both the parties that the amount of Rs.1,50,000 (Rupees One Lac and Fifty Thousand only), which was deposited by the first party in the Registry of this Hon'ble High Court and the same amount has been duly received by the second party.

b) Both the parties have agreed that an amount of Rs.2,00,000/- (Rupees Two Lacs only) will be paid by the first party to the second party as full and final payment towards the settlement of the above above-said dispute pertaining to the dishonour of the cheque between the parties, which the second party has duly agreed and accepted the same as full and final settlement to resolve the above-said dispute.

c) That it is agreed between both the parties that since the first party being a poor villager will make the payment of the aforesaid amount of Rs.2,00,000/- (Rupees Two Lacs only) by way of two instalments to the second party, to which the second party has duly agreed.

d) The first party in order to honour the above-said full and final settlement regarding the present dispute, has brought a demand draft dated 01.06.2022 bearing No.408721 drawn on Sarv Haryana Gramin Bank, Allika, Palwal of the amount Rs.90,000/- (Rupees Ninety Thousand only) to pay to the second party and the same has been duly received by the second party in the Mediation Centre today. The photo copy of the demand draft dated 01.06.2022 is attached herewith.

e) The first party has agreed that the balance amount of

Rs.1,10,000/- (Rupees One Lac and Ten Thousand only) will be paid by the first party to the second party by way of demand draft on 25.07.2022 in the Mediation & Conciliation Centre of this Hon'ble High Court.

f) It has agreed between both the parties that with the payment of the balance amount of Rs.1,10,000/- (Rupees One Lac and Ten Thousand only) by the first party to the second party, the aforesaid dispute between the parties with regard to the dishonour of cheque will stand settled. The second party has agreed that the second party will not approach any Court of Law or any Authority to claim any further amount in this regard after receiving the full and final payment of Rs.2,00,000/- (Rupees Two Lacs only).

g) It has been mutually agreed between the parties that the second party shall have no objection, in case the present Criminal Revision Petition No. 4 of 2012 filed by the first party is allowed by the Hon'ble High Court in view of the present settlement/agreement. The second party undertakes to make a statement/file an affidavit in the Hon'ble High Court, in case the Hon'ble High Court directs the second party to do so.

h) The parties further undertake not to initiate or institute any unwanted litigation against each other and their family arising out of the matter in dispute. The parties further undertake not to use any document etc. against each other which have been left in their possession after this date of agreement or used as an evidence against each other in any Court of Law.

i) As per knowledge of both the parties, there is no other pending litigation between the parties qua the present dispute. It has been further agreed between the parties that in case of coming into knowledge that any petition or case filed by any of the parties against other, the same shall be withdrawn by either of the party who has filed it.

j) This compromise has been arrived at between the parties without any pressure, undue influence or

misrepresentation and both the parties have agreed to abide by the terms and conditions of the agreement. Both the parties shall be bound with the terms and conditions of this compromise.”

Learned counsel for the parties have stated at the bar that matter involved is financial in nature, which has now been amicably settled.

After having elaborately heard learned counsel for parties and perusal of terms of settlement/agreement, this Court is satisfied that compromise has been arrived at between the parties and after entering into compromise, no dispute subsists between them.

Adverting to the facts of the case in hand, parties to the *lis* have buried their hatchet though at a penultimate stage i.e. at appellate stage. In case compromise is accepted, it would certainly create harmonious relationship between the parties and would result into removal of bitterness or ill-will existing between the parties since long. This Court is of considered view that once a matter stands compromised between the parties, no useful purpose would be served by continuing the proceedings and to decide the matter between parties on merits. Rather, it would be nothing but an abuse of process of law as well as wastage of time not only of the Court but of the parties also.

As an upshot of afore-said discussion, instant petition is allowed and judgments/orders rendered by Courts below are set aside and petitioner stands acquitted of the charges against him.

6th SEPTEMBER, 2022
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(SANDEEP MOUDGIL)
JUDGE

Whether speaking/reasoned *Yes/No*
Whether reportable *Yes/No*