

231 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRR No.4054 of 2017 (O&M)

Date of decision : 11.10.2022

Hori Lal @ Harender Singh

..... Petitioner

versus

Udai Singh

..... Respondent

CORAM : HON'BLE MR.JUSTICE PANKAJ JAIN

Present :- Mr. Rajeev Sharma, Advocate
for the petitioner.

Mr. R.B.Gupta, Advocate
for the respondent.

PANKAJ JAIN, J. (ORAL)

On 12.09.2022 the following order was passed :-

“Convict is in revision petition before this Court against the order of conviction and the sentence awarded in the proceedings under Section 138 of the Negotiable Instrument Act, 1881. After the petitioner was convicted by the trial Court during the appeal, on 20.09.2017, parties agreed to compromise the matter. As per the agreed terms, the petitioner was required to pay an amount of ₹3,40,000/- as full and final settlement towards the cheque amount. Petitioner agreed to pay ₹1,00,000/- on or before 23.10.2017. The next instalment of ₹1,00,000/- was agreed to be paid by 20.11.2017. Further sum of ₹50,000/- was to be paid on or before 21.12.2017, another sum of ₹50,000/- on or before 22.01.2018 and remaining ₹40,000/- was to be paid on or before 21.02.2018. It was also agreed that in case, the petitioner failed to pay any of the instalment, he shall loose his right to press the appeal and the same shall be deemed to have been dismissed. The aforesaid statement was suffered by the petitioner on 20.09.2017. Admittedly, the petitioner failed to pay the first instalment and consequently, the appeal was dismissed vide order dated 23.10.2017.

The petitioner approached this Court vide present petition. On 03.11.2017, following order was passed:-

“ Learned counsel for the petitioner states that the petitioner is ready to pay agreed amount of ₹ 3,40,000/- in lumpsum and he has brought demand draft in that regard. Learned counsel for the petitioner is directed to deposit the same with the Registry.”

As noticed in the order dated 14.11.2017, the petitioner deposited whole amount of ₹3,40,000/- by way of demand draft with the Registry of this Court. Meaning thereby that before the date of final instalment, as per settlement dated 20.09.2017, the petitioner deposited whole amount.

Learned counsel for the petitioner thus, prays that once agreement/compromise arrived at before the Appellate Court, has been adhered to and the petitioner has performed his part in spirit, the present revision petitioner deserves to be allowed.

Learned counsel for the respondent on the other hand, submits that the spirit of the compromise was that there should not be any default on behalf of the petitioner and the compromise being self explanatory, entailed dismissal of appeal on single default by the petitioner. Therefore, it is not a case where this Court should interfere. He thus, submits that in fact the petitioner must pay additional amount to condone his default.

Faced with this situation, counsel for the petitioner on instructions, states that the petitioner is ready to pay an amount of ₹60,000/- to condone the said default. The said offer has been accepted by the counsel for the respondent.

Learned counsel for the petitioner prays for two months time to make the said payment to which counsel for the respondent does not agree. However, he has graciously agreed to grant 30 days time to make said payment.

Petitioner is directed to brought the demand draft of said amount on the next date of hearing i.e. 11.10.2022.

Interim order to continue.”

Today in compliance thereof, Mr. Rajiv Sharma, Advocate for the petitioner has handed over demand draft amounting to Rs.60,000/- to the counsel for the respondent-complainant.

Mr. R.B.Gupta, Advocate for the respondent-complainant submits that the respondent-complainant is satisfied and has agreed to condone the offence alleged against the petitioner.

Consequently, the present revision petition is allowed. The complaint stands compounded.

(PANKAJ JAIN)
JUDGE

11.10.2022
Pooja sharma-I

Whether speaking/reasoned	Yes
Whether Reportable :	No