

THE HONOURABLE SMT JUSTICE JUVVADI SRIDEVI

I.A.NOS.1 AND 2 OF 2023

IN/AND

CRIMINAL REVISION CASE No.367 of 2019

COMMON ORDER:

This Criminal Revision Case, under Sections 397 and 401 of Cr.P.C., is filed by the petitioner/accused, challenging the judgment, dated 01.04.2019, passed in CrI.A.No.1397 of 2017 by the learned Metropolitan Sessions Judge, Hyderabad, whereby, the Judgment dated 29.11.2017 passed in C.C.No.13 of 2017 by the learned XXI Special Magistrate, Hyderabad, convicting the petitioner/accused of the offence under Section 138 of the Negotiable Instrument Act and sentencing him to undergo simple imprisonment for six months and further directing him to pay compensation of Rs.15,00,000/- to the complainant under Section 357(1)(b) of Cr.P.C., was confirmed.

02. Heard S.Rahul Reddy, learned counsel for the petitioner/accused, Sri P.Achutham Reddy, learned counsel for respondent No.2/complainant and perused the record.

03. Pending the criminal revision case, the respondent No.2/*de-facto* complainant has filed I.A.No.01 of 2023 along with joint memo of compromise requesting this Court to compound the offenses and to record the compromise entered in between the parties and accordingly, acquit the petitioner/accused of the offence charged against him in view of the compromise entered between the parties. The petitioner/accused also filed I.A.No.2 of 2023 requesting this Court to exempt/reduce the payment of costs, if any, while compounding the offence.

4. Vide order, dated 06.02.2023, this Court directed the parties to appear before the Secretary, Telangana High Court Legal Services Committee, Hyderabad, and directed the Secretary, Telangana High Court Legal Services Committee, Hyderabad, to submit a report on completion of identification of the parties. Accordingly, the Secretary, Telangana High Court Legal Services Committee, Hyderabad, submitted a report, dated 16.02.2023, stating that identification of both the parties in the criminal revision case is established.

5. When the matter is taken up for hearing, learned counsel for respondent No.2/complainant would submit that both the parties have arrived at a compromise with the intervention of the well - wishers and elders and both the parties have settled the matter amicably out of the Court.

The terms of compromise are as follows:

“1. That the petitioner/accused in view of compromise, he had agreed to pay an amount of Rs.22,00,000/- to the respondent No.2 / complainant and another towards discharge his liability including the claim in O.S.No.66 and 90 of 2017 on the file of Hon'ble Senior Civil Judge, Amalapuram for which the respondent No.2 / complainant and another agreed.

2. That the petitioner/accused had already paid an amount of Rs.6,00,000/- to the respondent No.2/complainant and another by way of Cheque No.000005, Dated 14.11.2022 which was received and encashed.

3. That the petitioner/accused had agreed to pay the remaining amount of Rs.16,00,000/- to the respondent No.2/complainant and another in the following manner for which the respondent No.2/complainant and another had accepted for the same.

a) Rs.4,00,000/- on or before 15.02.2023

b) Rs.6,00,000/- on or before 31.08.2023

c) Rs.6,00,000/- on or before 31.08.2023

4. That the petitioner/accused in lieu of above said amounts had issued three cheques to the respondent No.2/complainant and another in the following manner and accepting to present the said cheques on the respective dates given below.

a) Rs.4,00,000/- by way of cheque No.00009, Dated 15.02.2023 drawn on IDFC First Bank, Tanuku Branch in favour of Party No.2 of respondent No.2/complainant and another.

b) Rs.6,00,000/- by way of cheque No.00007, Dated 31.08.2023 drawn on IDFC First Bank, Tanuku Branch in favour of party No.2 of respondent No.2/complainant and another.

c) Rs.6,00,000/- by way of cheque No.00008, Dated 31.08.2023 drawn on IDFC First Bank, Tanuku Branch in favour of Party No.1 of respondent No.2/complainant and another.

5. That the petitioner/accused can withdraw the amounts which was deposited in the Hon'ble Metropolitan Sessions Judge, City Criminal Courts at Nampally and the respondent No.2 / complainant and another will co-operate the same.

6. That in view of compromise, both the parties shall proceed with before the Hon'ble High Court

for the State of Telangana thereby to file appropriate petitions to allow the CrI.R.C.No.367 of 2019 and CrI.R.C.No.368 of 2019 in terms of compromise.

7. That in view of compromise, the respondent No.2/complainant and another shall not claim any amount except the above said amount which includes the claim in O.S.No.66 and 90 of 2017 on the file of Hon'ble Senior Civil Judge, Amalapuram in any manner against the petitioner/accused.

8. That the respondent No.2/complainant and another had agreed to withdraw the above suit with O.S.No.66/2017 and 90/2017 against the petitioner/accused after encashing the cheque mentioned in the Clause No.4 (a). In the event of dishonour the said cheque, then the respondent No.2/complainant and another shall proceed with the above suits without any hindrance for entire suit claims.

9. That in the event of the cheques 4 (b) & (c) so issued by the petitioner/accused towards his legally enforceable debt were dishonoured on the said date, then the respondent No.2/complainant and another is yet liberty to initiate appropriate legal proceedings both civil and criminal against the petitioner/accused apart he is entitled to claim

damages for Rs.25,00,000/- against the petitioner/accused.”

6. I have perused the memo of understanding entered in between the parties which is signed by the petitioner/accused as well as respondent No.2 and another. The compromise entered in between the parties appears to be voluntary and without coercion. Under these circumstances, I.A.No.1 of 2023 is allowed as prayed recording the compromise entered into between the parties.

7. As regards the request of the petitioner/accused to exempt/reduce the payment of costs, if any, while compounding the offence in the main criminal revision case, in view of the reasons stated in the affidavit filed in support of I.A.No.2 of 2023, this Court deems it appropriate to direct the petitioner/accused to pay an amount of Rs.15,000/- (Rupees fifteen thousand only) instead of 15% of the cheque amount to be deposited while compounding the offence, to the Secretary, Telangana High Court Legal Services Committee, Hyderabad, within a period of ten (10) days from

the date of receipt of a copy of this order. Accordingly, I.A.No.2 of 2023 is ordered accordingly.

8. Accordingly, the Criminal Revision Case is allowed by setting aside the judgment, dated 01.04.2019, passed in Crl.A.No.1397 of 2017 by the learned Metropolitan Sessions Judge, Hyderabad and acquitted the petitioner/accused of the offence under Section 138 of Negotiable Instruments Act. The bail bonds of the petitioner/accused shall stand discharged and the fine amount, if any, paid shall be refunded to the petitioner/accused.

Other miscellaneous petitions, if any, pending in this Criminal Revision Case, shall stand closed.

JUVVADI SRIDEVI, J

Date: 23-Feb-2023
TMK

THE HONOURABLE SMT JUSTICE JUVVADI SRIDEVI

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