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

CRM-M-8098-2019

Amul Gabrani and others ...... Petitioners

Versus

State of Haryana and another .... Respondents

CRM-M-8269-2019

Amul Gabrani and others ...... Petitioners

Versus

State of Haryana and another .... Respondents

Date of Decision: 08.08.2023

CORAM: HON'BLE MR. JUSTICE RAJBIR SEHRAWAT

Present : Mr. Sachin Mittal, Advocate, and
Ms. Seemantika Jindal, Advocate,
for the petitioners.

Mr. K.K.Chahal, Additional Advocate General, Haryana,
for respondent No.1-State.

Mr. Satyaveer Singhal, Advocate,
for respondent No.2.

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RAJBIR SEHRAWAT, J. (ORAL)

1. This common judgment shall dispose of two petitions, i.e. CRM-M-8098-2019 and CRM-M-8269-2019 because both the cases are between the same parties and arising from different but similar orders passed by the same court.

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2. The prayers in these petitions are for quashing of the Complaint Case bearing No.CC Nos.762 and 764 of 2016 dated 04.10.2013 titled as 'M/s Century Crane Engineers (P) Ltd. Vs. M/s Tecpro Systems Limited and others'; and quashing of the order dated 05.01.2019 in the said complaint cases, wherein process under Section 82 of the Code of Criminal Procedure, has been initiated against the petitioners No.1, 2, 4 and 5; and all other consequential proceedings arising therefrom.

3. Reply by way of affidavit of Adarsh Deep Singh, HPS, Assistant Commissioner of Police, Old Faridabad, has been filed on behalf of the respondent-State in CRM-M-8269-2019. The same is taken on record.

4. The main facts, as involved in these petitions, are that the petitioners had issued cheque bearing No.126184 dated 24.06.2013 for an amount of Rs.9,45,926/- involved in CRM-M-8098-2019 and cheque bearing No.126183 dated 14.07.2013 for an amount of Rs.14,94,227/- involved in CRM-M-8269-2019. The said cheques having been defaulted, respondent No.2/complainant had filed a complaint under Section 138 of the Negotiable Instruments Act, 1881. On entering appearance, the petitioners had offered to make the payment of the cheques amounts involved in both the complaints. However, at that stage, respondent No.2/complainant had not agreed for getting the amounts of cheques and insisted for the trial of the petitioner. But subsequently an out of the Court settlement is stated to have been arrived at between the parties under which, the petitioners have paid

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the entire amount of both the cheques through demand drafts, though there were certain other terms in the settlement, which were not fulfilled by the petitioners. When the matter was brought to the notice of the Trial Court, then the Trial Court observed that the said Court was not meant for enforcement of all the terms of the out of Court compromise, rather, being a Special Court relating to trial under the Negotiable Instruments Act, the Court was dealing only with the aspect of the cheques default. Since, the amount of the cheques had, undisputedly, been paid to the complainant, therefore, the petitioners had moved separate applications for compounding of the matter. The said applications have been allowed by the Trial Court, although, by awarding compensation to the extent of Rs.4,50,000/-, along with cost of Rs.25,000/- as litigation expenses, in the case involved in CRM-M-8269-2019 and Rs.3,00,000/-, along with cost of Rs.25,000/- as litigation expenses, in the case involved in CRM-M-8098-2019. However, the compounding was still made subject to actual payment of the compensation amounts awarded by the Trial Court. But, thereafter, the petitioners stopped appearing before the Trial Court; once again. Accordingly, the proceedings under Section 82 Cr.P.C were also initiated against the petitioners by cancelling the bail of petitioners No.1, 2, 4 and 5. The petitioners had challenged the said orders in revision before the Court of Sessions Judge, Faridabad. However, that revision was also dismissed by the lower revisional Court. Accordingly, the present petitions have been filed challenging the orders of the Trial Court qua granting of the compensation

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amounts, initiation of the proceedings under Section 82 Cr.P.C, as well as, the order passed by the revisional Court.

5. During the course of arguments, learned counsel for the parties, on instructions from their respective parties, have arrived at a settlement to the effect that since the cumulative amount of both the cheques was about Rs.25,00,000/-, which already stood paid much earlier; therefore, the amount of compensation, as awarded by the Trial Court, could be reduced to a lump sum amount of Rs.1,00,000/- for the cheques involved in both the cases. However, the litigation cost, as awarded by the Trial Court, can be retained.

6. Accordingly, the orders passed by the Courts below regarding the compensation amount and the litigation expenses are modified in the above-said terms. Respondent No.2/complainant is held entitled to a lump sum amount of Rs.1,00,000/- as cumulative compensation qua both the cheques involved in both the petitions. However, respondent No.2/complainant is held entitled to the litigation expenses of Rs.25,000/- separately in each case.

7. Since, the main case itself is allowed by the order of this Court, therefore, the petitioners would not be required for any further proceedings before the Trial Court. A coercive mechanism as prescribed under the law is meant to ensure that the person appears before the Trial Court to face the proceedings under the law and to receive the orders as the Court may pass against him. In the present case, since the entire dispute has been settled between the parties, therefore, no further proceedings before the Court

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below are required in the main case. Therefore, it would not be unjustified to set aside even the proceedings under Section 82 Cr.P.C., which were initiated against the petitioners.

8. Hence, the proceedings against the petitioners under Section 82 Cr.P.C. and any order consequent thereupon are also quashed.

7. Accordingly, both the petitions are allowed and all the orders passed by the Court below are modified in the above-said terms. However, the petitioners are directed to make the payment of an amount of Rs.1,50,000/-, as ordered above, through a demand draft in the name of respondent No.2/complainant on or before 31.08.2023.

(RAJBIR SEHRAWAT)
JUDGE

08.08.2023
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Whether speaking/reasoned Yes/No
Whether Reportable Yes/No

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