

In the High Court for the States of Punjab and Haryana at
Chandigarh

CRR-1072-2023 (O&M)

Date of Decision: *May 30, 2023*

Amarjit Kaur

... *Petitioner*

Versus

U.T. Chandigarh and another

.... *Respondents*

CORAM: HON'BLE MR. JUSTICE VIVEK PURI

Present: Mr. S.S. Aaviraj, Advocate for
for the petitioner.

Mr. Neeraj Sharma, Advocate
for Mr. C.S. Bakshi, Advocate,
for respondent no.1.

Mr. Durga Dutt Sharma, Advocate,
for respondent No.2.

Vivek Puri, J.

1. The petitioner has assailed the judgments of the Courts below vide which she has been convicted and sentenced for committing the offence punishable under section 138 of the Negotiable Instruments Act (for short 'the Act').

2. The respondent no.2 has instituted a complaint under Section 138 of the Act against the petitioner on account of dishonor of cheque in the sum of Rs. 3,00,000/- issued by the petitioner in discharge of his legal liability. The petitioner has been convicted under Section 138 of the Act and sentenced to undergo rigorous imprisonment for a

period of one year and to pay compensation equivalent to the cheque amount i.e. Rs. 3,00,000/- in terms of the judgment dated 24.01.2018 passed by the Court of learned Judicial Magistrate First Class, Chandigarh.

3. The petitioner had preferred an appeal against the judgment dated 24.01.2018 and the same has been dismissed in terms of the judgment dated 18.04.2023 passed by the Court of learned Additional Sessions Judge, Chandigarh.

4. I have heard learned counsel for the parties and perused the record.

5. Learned counsel for the petitioner and respondent no.2 are *ad idem* that the dispute has been amicably settled between the parties in terms of the compromise dated 03.05.2023 (Annexure A-2). The petitioner has agreed to pay a sum of Rs.3,80,000/- in full and final settlement to respondent no.2. A sum of Rs. 2,00,000/- in the shape of demand draft No. 000273, dated 29.04.2023 drawn on HDFC Bank at Saini Majra and a sum of Rs. 1,30,000/- in cash has been paid to respondent no.2. With regard to the balance amount of Rs. 50,000/-, a cheque bearing No. 267775 dated 10.06.2023 drawn on Punjab National Bank, Mullanpur Garibdas for the said amount has also been handed over to the respondent no.2. The compromise has been effected with the intervention of the respectables.

6. Learned counsel for the petitioner further submits that in view of decision rendered in ***Damodar S. Prabhu vs. Sayed Babalal H., 2010(2) R.C.R. (Criminal) 851***, the petitioner shall deposit 15% of the cheque amount i.e. Rs. 45,000/- by way of costs with the High Court Legal Services Authority.

7. As per Section 147 of the Act, the offences are compoundable.

8. Learned counsel for the respondent no.2 has fairly stated that in view of the amicable settlement, he has no objection, if the permission is granted to compound the offence and the judgments of the Courts below are set aside.

9. In these set of circumstances, the offence is allowed to be compounded and the impugned judgments dated 24.01.2018 passed by the Court of learned Judicial Magistrate First Class and 18.04.2023 passed by the Court of learned Additional Sessions Judge are set aside and the petitioner is acquitted, subject to the condition that the petitioner shall deposit a sum of Rs. 45,000/- with the High Court Legal Services Authority, Chandigarh, within a period of two weeks.

10. Instant revision petition is, accordingly, disposed of. As the present revision petition has been disposed of, all the pending Misc. applications, if any, stands disposed of. Since, the petitioner is in custody, release warrants be

issued by the Court of Chief Judicial Magistrate/trial Court/Duty Magistrate, on furnishing the receipt or copy thereof with regard to the deposit of Rs. 45,000/- with the High Court Legal Services Authority, Chandigarh.

May 30, 2023
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(Vivek Puri)
Judge

Whether reasoned/speaking:	Yes/No
Whether reportable :	Yes/No