

CRR-3750-2012 (O&M)

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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRR-3750-2012 (O&M)

Date of decision: August 02, 2023

Sodan Singh

....Petitioner

versus

M/s Mahindra and Mahindra Financial Services Limited

....Respondent

CORAM: HON'BLE MR. JUSTICE ARUN MONGA**Present:-** None for petitioner.

Ms. Jasleen Chahal, Advocate for
Mr. Nitin Thatai, Advocate for respondent.

ARUN MONGA, J. (ORAL)

Challenge herein is to an order dated 20.12.2022 passed by learned Sessions Judge, Gurgaon whereby appeal filed by petitioner-accused against judgment of conviction dated 09.05.2012 and order of sentence dated 11.05.2012 passed by learned Judicial Magistrate First Class, Gurgaon, was dismissed. Further challenge is to judgment of conviction/ sentence dated 09.05.2012/ 11.05.2012, respectively whereby petitioner was convicted for commission of offence punishable under Section 138 of the Negotiable Instruments Act, 1881 (for short 'NI Act') and sentenced to undergo rigorous imprisonment for a period of 1 year and to pay compensation of the cheque amount i.e., Rs.5,74,000/- to the complainant.

2. Succinct facts, as narrated in judgment of learned JMFC, Gurgaon, are as below:

"2. Case of the complainant as pleaded in the complaint is that complainant is a public limited company incorporated under the provisions of Companies Act, 1956 and the same is engaged in the business of Money Lending, leasing and financing of the vehicles etc. Complainant company has authorized Shri Rohtash Rohilla as its duly authorized representative to institute, file and prosecute any suit, application, complaints etc., on behalf of the aforesaid company. It has been further submitted that during the course of business, the accused approached the complainant company with a request to provide him some financial help for the purchase of a vehicle on finance under the basis of finance and loan agreement and upon negotiations and on the basis of representations made by the accused, the complainant company sanctioned a loan to the accused repayable in equated monthly installments with interest after entering into an Agreement No.369208 with him. It has been further submitted that in order to discharge his above referred debt and existing liability towards the complainant company accused issued a cheque

3. Parties were directed to appear before the Mediation and Conciliation Centre of this Court on 30.08.2022 to record their statements and to settle the dispute by way of executing settlement deed by incorporating all terms and conditions, vide order dated 18.08.2022 passed by a co-ordinate Bench of this Court. Thereafter, report dated 15.09.2022 was received which is annexed as Annexure 'A'. Perusal of same reveals that matter was settled between the parties and settlement/ agreement was effected. Terms of settlement, *inter alia*, arrived at between the parties read as under:

xxx xxxxx xxxxxxx xxxxxxxxxxx”

5. Being so, dispute being private in nature since has already been settled to the satisfaction of both the parties, impugned order dated 20.12.2022 passed by learned Sessions Judge, Gurgaon, and judgment of conviction dated 09.05.2012 and order of sentence dated 11.05.2012 passed by learned Judicial Magistrate First Class, Gurgaon are set aside. Petitioner stands acquitted of the charge against him.

(ARUN MONGA)
JUDGE

Yes/No

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