

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

269

CRM-M-38769-2023

Date of Decision.:20.09.2023

Tarsem Lal

Petitioner

Vs.

Royal Capital Services

Respondent

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Present: Ms. Ramandeep Kaur, Advocate &
Mr. Shubham Rana, Advocate for
the petitioners.

Mr. Pawan Kumar Hooda, Advocate
for the respondent.

DEEPAK GUPTA, J. (ORAL)

On 08.08.2023, following order was passed:

“This is a petition under Section 482 Cr.P.C. to compound the offence committed by the petitioner under Section 138 of the Negotiable Instruments Act, 1881 and to quash judgment dated 30.10.2014 (Annexure P-1) whereby the petitioner was convicted for offence under Section 138 of the Negotiable Instruments Act, 1881 and judgment dated 11.01.2018 (Annexure P-2), passed in appeal, upholding the conviction but enhancing the compensation payable and all the subsequent/consequential proceedings on the basis of compromise dated 29.07.2023 (Annexure P-3), arrived at between the parties.

Learned counsel for the petitioner inter alia submits that a compromise has been effected between the parties and the terms and conditions thereof are reduced into writing contained in the deed of compromise dated 29.07.2023 (Annexure P-3).

Notice of motion.

Mr. Pawan Kumar Hooda, Advocate has put in appearance and accepts notice on behalf of respondent. He has filed his vakalatnama, which is taken on record. He affirms the factum of the compromise having been effected and the successor-in-interest of the complainant-respondent having received part payment in terms thereof. It is submitted that the remaining amount of Rs.2,60,000/- plus Rs.30,000/-, totalling to Rs.2,90,000/- is payable to the respondent, which is scheduled to be paid on 17.08.2023 before the Magistrate concerned where the application for issuance of conviction warrants was moved.

Learned counsel for the respondent further undertakes to abide by the terms and conditions of the compromise whereby he has undertaken to withdraw the criminal miscellaneous applications bearing No.CRL MISC/174/2019 and CRL MISC/1708/2022 on receiving the aforesaid payment.

Learned counsel for the parties are ad idem that on doing so, no dispute between the parties would remain and the respondent has no objection for the offence under Section 138 of the Negotiable Instruments Act, 1881 being compounded before this Court.

List on 20.09.2023.”

Today it is informed by learned counsel for respondent- complainant that complainant has received the balance amount of ₹2,90,000/- and thus the complainant has received the entire amount as per the settlement and nothing is due.

In view of aforesaid statement, the compromise effected between the parties is hereby accepted. Matter is permitted to be compounded considering the fact that Section 138 of the Negotiable Instruments Act is compoundable at any stage.

Consequently, the impugned judgment of conviction and order of

sentence as passed by the Trial Court and affirmed by the Appellate Court are hereby set aside.

Petitioner shall be deemed to have been acquitted within the meaning of Section 320(8) Cr.P.C.

September 20, 2023

(DEEPAK GUPTA)
JUDGE

Neetika Tuteja

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No