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

CRM-M No.43388 of 2019 (O&M)
Date of Decision:19.12.2023

M/s K.K. Tanners and another ...Petitioners

Versus

M/s Pragati Enterprises and others ...Respondents

2. **CRM-M-43397-2019 (O&M)**

M/s K.K. Tanners and another ...Petitioners

Versus

M/s Pragati Enterprises and others ...Respondents

3. **CRM-M-43441-2019 (O&M)**

M/s K.K. Tanners and another ...Petitioners

Versus

M/s Pragati Enterprises and others ...Respondents

4. **CRM-M-43445-2019 (O&M)**

M/s K.K. Tanners and another ...Petitioners

Versus

M/s Pragati Enterprises and others ...Respondents

5. **CRM-M-43483-2019 (O&M)**

M/s K.K. Tanners and another ...Petitioners

Versus

M/s Pragati Enterprises and others ...Respondents

6. **CRM-M-43484-2019 (O&M)**

M/s K.K. Tanners and another ...Petitioners

Versus

M/s Pragati Enterprises and others ...Respondents

7. **CRM-M-43593-2019 (O&M)**

M/s K.K. Tanners and another ...Petitioners

Versus

M/s Pragati Enterprises and others ...Respondents

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. Amit Dhawan, Advocate
for the petitioners.

Mr. Bhrigu Dutt Sharma, Advocate
for the respondent No.1.

Mr. Madhur Sharma, AAG, Punjab.

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HARPREET SINGH BRAR, J. (ORAL)

CRM No.22335 of 2023 in CRM-M No.43388 of 2019

Prayer in the application filed under Section 482 Cr.P.C. is for placing on record the judgment and decree passed by the learned Civil Judge (Sr. Division), Jalandhar dated 10.03.2023 as Annexure P-9.

For the reasons stated in the application, the same is allowed and Annexure P-9 is taken on record, subject to all just exceptions.

MAIN CASES

1. This judgment shall dispose of all seven petitions as detailed above, as they arise from similar facts and circumstances. However, for the sake of brevity, facts are taken from CRM-M-43388-2019.

2. The petitioners in CRM-M No.43388 of 2019 have approached this Court under Section 482 Cr.P.C. for quashing of Complaint No. NACT/32104/2013 titled as M/s Pragati Enterprises Vs. M/s K.K. Tanners (Annexure P-8), judgment of conviction dated 30.01.2018 passed by the

learned JMIC, Jalandhar against the petitioners (Annexure P-1) and the impugned order dated 21.09.2019 (Annexure P-6) passed in CRA-104 of 2018 titled as *M/s K.K. Tanners Versus M/s Pragati Enterprises & others* pending in the Court of learned Addl. Sessions Judge, Jalandhar (NRI Court) whereby the application filed by the petitioners for compounding of the offence on payment of alleged due cheque amount along with costs to be assessed by the learned court has been dismissed.

FACTUAL BACKGROUND

3. The facts, in brief, are that petitioner no. 1 is a partnership firm and petitioner No.2 namely Girdhari Lal and one Daya Ram are partners in the said firm who are responsible for its day to day functioning. Respondent No.1-complainant is a supplier of leather chemicals and petitioner No.1 had been making purchases of the same from it on credit basis. According to the statement of accounts, till July, 2011, Rs. 48,90,717/- is owed to respondent No.1 by petitioner No.1. In order to discharge its legal liability, nine post-dated cheques for different dates, duly signed by petitioner No. 2, were issued in favour of respondent No.1. The cheque bearing No.702564 dated 01.12.2012 for Rs.1,00,000/- presented for encashment was dishonoured vide memo dated 28.12.2012 with the remarks- 'opening balance insufficient.' Thereafter, a legal notice dispatched on 16.01.2013 was served upon petitioner no. 1. However, petitioner no. 1 failed to make the requisite payment causing respondent no. 1 to lodge a complaint under Section 138 of the Negotiable Instruments Act (hereinafter 'NI Act') read with Section 420 of the IPC.

4. On the basis of material available on record, the accused were summoned and later admitted to bail. The proceedings against Daya Ram were

stayed in pursuance of order dated 11.05.2016 passed by this Court in CRM-M-39632-2015. A notice of accusation under Section 138 of the NI Act was served upon petitioner no. 1 and 2 vide order dated 21.05.2016, to which they pleaded not guilty and claimed trial.

5. After assessing the evidence on record, the petitioners were convicted vide judgment dated 30.01.2018 passed by Judicial Magistrate 1st Class, Jalandhar and sentenced as under:

Convict	Imprisonment	Fine
M/s K.K. Tanners	Rigorous imprisonment of 1 year through Girdhari Lal	-
Girdhari Lal	Rigorous imprisonment of 1 year	-

Further, in accordance with Section 357 of the Cr.P.C., the convicts were also ordered to pay compensation to the tune of the cheque amount of Rs.1,00,000/- with interest at the rate of 9% p.a. from the date of issuance of cheque till the day of passing of the impugned judgement.

6. Aggrieved against the aforesaid judgment of conviction and order of sentence passed by the learned Judicial Magistrate 1st Class, Jalandhar, the petitioners filed an appeal before the learned lower Appellate Court. During the pendency of the said appeal, petitioners filed an application for compounding of offence without admitting their liability along with demand draft of Rs.1 lakh and further directing respondent No.1-complainant to accept the said amount along with costs to be assessed by the learned lower Appellate Court. However, the learned lower Appellate Court dismissed the said application without appreciating the facts of the case and applying its judicious mind. Aggrieved against the said order as well as the judgment of conviction

and order of sentence dated 30.01.2018 and the impugned complaint, the petitioners are approaching this Court by way of instant petitions.

<u>CONTENTIONS</u>

7. Learned counsel for the petitioners *inter alia* contends that petitioner No.2 is ready and willing to pay the entire amount of all the cheques in question in these cases along with 15% of the cheque amount in each case in terms of the ratio of judgment of the Hon'ble Supreme Court in ***Damodar S. Prabhu Vs. Sayed Babalal H (2010) 5 SCC 663***. The dispute pertains to the amount of Rs.48,90,717/-. In order to make payment in discharge of his legal debt, petitioner No.2 has issued cheques of different dates in favour of respondent No.1 and the learned lower Appellate Court has not appreciated the fact that petitioner No.2 is a senior citizen and as pleaded by him in para 10 of the present petition that petitioners are ready to pay the cheque amount to respondent No.1 along with the costs without admitting their liability to avoid litigation. The learned Civil Judge (Senior Division), Jalandhar has already decreed the suit filed by respondent No.1 for recovery of Rs.48,90,717/- along with *pendente lite* interest @ 12% per annum along with 6% future interest till its realization. As such, the payment of the cheque amount along with 15% of the cheque amount as costs would be sufficient and adequate to compensate respondent No.1. Learned counsel for the petitioners further relies upon the judgment passed by the Hon'ble Supreme Court in ***M/s Meters and Instruments Pvt. Ltd. and another Vs. Kanchan Mehta 2017 (4) RCR (Crl.) 476*** and submits that the consent of the respondent No.2 is not relevant and this Court can exercise its discretion to close the proceedings as the offer made by the petitioners is sufficient to compensate respondent No.1.

8. Per contra, the learned counsel for the respondent No.1 opposes the prayer made by the petitioners for compounding of the offence under Section 138 of the NI Act and relied upon the judgment passed by the Constitutional Bench of the Hon'ble Supreme Court in ***Suo Motu Writ Petition (Crl.) No.2 of 2020*** reported as ***2021 (2) RCR (Crl.) 883*** which has over-ruled the judgment passed in ***M/s Meters and Instruments Pvt. Ltd.*** (supra) and further reliance is placed upon the judgment of this Court passed in ***M/s Nidhi Knitwares Pvt. Ltd. and another Vs. Honey Hosiery Mills*** passed in CRM-M No.13193 of 2018 decided on 05.05.2022. Learned counsel for respondent No.1 vehemently opposes the prayer made by the petitioners by contending that the consent of respondent No.1 is essential for compounding of offence and the offer made by the petitioners is grossly inadequate and not sufficient to compensate him so as to enable this Court to exercise its discretion to set aside the complaint. He further relies upon the judgment of the Hon'ble Supreme Court in ***JIK Industries Ltd. and others Vs. Amar Lal V. Jumnai and another 2012 (1) RCR (Crl.) 822*** and refuses to accept the offer made by the petitioners.

<u>OBSERVATION AND ANAYLSIS</u>

9. Having heard the learned counsel for the parties and examining the record of the case with their able assistance, before proceeding further with the matter, this Court would like to examine the judicial precedents of the Hon'ble Supreme Court on the issue involved in this case.

10. It is settled law that the proceedings initiated under Section 138 of the NI Act are quasi-criminal in nature and the object and purpose of this enactment is to provide a compensatory mechanism for expeditious recovery

of money as opposed to punishing the accused. A two Judge Bench of the Hon'ble Supreme Court in ***R. Vijayan Vs. Baby (2012) 1 SCC 260*** has considered the said issue and come to the conclusion that punishing the offender is secondary concern. Speaking through Justice R.V. Raveendran, the following was observed:-

> *"15. The apparent intention is to ensure that not only the offender is punished, but also ensure that the complainant invariably receives the amount of the cheque by way of compensation under section 357(1)(b) of the Code. Though a complaint under Section 138 of the Act is in regard to criminal liability for the offence of dishonouring the cheque and not for the recovery of the cheque amount, (which strictly speaking, has to be enforced by a civil suit), in practice once the criminal complaint is lodged under Section 138 of the Act, a civil suit is seldom filed to recover the amount of the cheque. This is because of the provision enabling the court to levy a fine linked to the cheque amount and the usual direction in such cases is for payment as compensation, the cheque amount, as loss incurred by the complainant on account of dishonour of cheque. Under* Section 357 *(1)(b) of the Code and the provision for compounding the offences under Section 138 of the Act most of the cases (except those where liability is denied) get compounded at one stage or the other by payment of the cheque amount with or without interest. Even where the offence is not compounded, the courts tend to direct payment of compensation equal to the cheque amount (or even something more towards interest) by levying a fine commensurate with the cheque amount. A stage has reached when most of the complainants, in particular the financing institutions (particularly private financiers) view the proceedings under Section 138 of the Act, as a proceeding for the recovery of the cheque amount, the punishment of the drawer of the cheque for the offence of dishonour, becoming secondary."*

11. The nature of offence under Section 138 of the NI Act and the purpose of the said Act was examined by a three Judge Bench of the Hon'ble Supreme Court in ***P. Mohanraj and others Vs. Shah Brothers Ispat Private Limited (2021) 6 SCC 258*** wherein speaking through Justice R.F. Nariman, it was observed as under:-

> *"53. A perusal of this judgment in Ishwarlal Bhagwandas [S.A.L. Narayan Row v. Ishwarlal Bhagwandas, (1966) 1 SCR 190: AIR*

1965 SC 1818] would show that a civil proceeding is not necessarily a proceeding which begins with the filing of a suit and culminates in execution of a decree. It would include a revenue proceeding as well as a writ petition filed under Article 226 of the Constitution, if the reliefs therein are to enforce rights of a civil nature. Interestingly, criminal proceedings are stated to be proceedings in which the larger interest of the State is concerned. Given these tests, it is clear that a Section 138 proceeding can be said to be a "civil sheep" in a "criminal wolf's" clothing, as it is the interest of the victim that is sought to be protected, the larger interest of the State being subsumed in the victim alone moving a court in cheque bouncing cases, as has been seen by us in the analysis made hereinabove of Chapter XVII of the Negotiable Instruments Act."

12. The amendment carried out in the year 2002 in the NI Act intended to make the nature of offence under Section 138 of the NI Act as a civil wrong while making it compoundable. A two Judge Bench of the Hon'ble Supreme Court in ***Meters and Instruments Private Limited and another Vs. Kanchan Mehta (2018) 1 SCC 560,*** speaking through Justice A.K. Goel has held as under:-

"7. This Court has noted that the object of the statute was to facilitate smooth functioning of business transactions. The provision is necessary as in many transactions' cheques were issued merely as a device to defraud the creditors. Dishonour of cheque causes incalculable loss, injury and inconvenience to the Vide the Banking, Public Financial Institutions and Negotiable Instruments Laws (Amendment) Act, 1988 payee and credibility of business transactions suffers a setback. At the same time, it was also noted that nature of offence under Section 138 primarily related to a civil wrong and the 2002 amendment specifically made it compoundable...... xxxx xxxx xxxx

18.2. The object of the provision being primarily compensatory, punitive element being mainly with the object of enforcing the compensatory element, compounding at the initial stage has to be encouraged but is not debarred at later stage subject to appropriate compensation as may be found acceptable to the parties or the court.

18.3. Though compounding requires consent of both parties, even in absence of such consent, the court, in the interests of justice, on being satisfied that the complainant has been duly compensated, can in its discretion close the proceedings and discharge the *accused.”*

13. A two judge bench of Hon’ble Supreme Court in ***Lafarge Aggregates & Concrete (India) (P) Ltd. v. Sukarsh Azad (2014) 13 SCC 779***, dealt with an order where High Court had *ex parte* set aside complaint filed under Section 138 of NI Act on the ground that accused offered to pay cheque amount, however, complaint refused to accept and insisted for pursuing the trial. The Apex Court describing the hybrid nature of provisions of NI Act has held:

> “*6. The respondents have agreed to pay the said amount but the appellant has refused to accept the payment and insisted that the appeal against rejection of the recall application should be allowed by this Court. The counsel for the appellant submitted that merely because the accused has offered to make the payment at a later stage, the same cannot compel the complainant appellant to accept it and the complainant appellant would be justified in pursuing the complaint which was lodged under the Negotiable Instruments Act, 1881. In support of his submission, the counsel for the appellant also relied on Rajneesh Aggarwal v. Amit J. Bhalla [Rajneesh Aggarwal v. Amit J. Bhalla, (2001) 1 SCC 631 : 2001 SCC (Cri) 229] . [The judgment in Rajneesh Aggarwal v. Amit J. Bhalla, (2001) 1 SCC 631 : 2001 SCC (Cri) 229 was delivered prior to the 2002 and 2018 Amendment Acts to the Negotiable Instruments Act. The perceptible shift in the provisions by introducing Sections 143 to 148 has been noticed by this Court hereinabove, as a result of which the observations contained in this judgment would no longer be valid.]*
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> *7. However, we do not feel persuaded to accept this submission as the appellant has to apprise himself that the primary object and reason of the Negotiable Instruments Act, 1881, is not merely penal in nature but is to maintain the efficiency and value of a negotiable instrument by making the accused honour the negotiable instrument and paying the amount for which the instrument had been executed*
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> *8. The object of bringing Sections 138 to 142 of the Negotiable Instruments Act on statute appears to be to inculcate faith in the efficacy of banking operations and credibility in transacting business of negotiable instruments. Despite several remedies, Section 138 of the Act is intended to prevent dishonesty on the part of the drawer of negotiable instrument to draw a cheque without sufficient funds in his account maintained by him in a*

> *bank and induces the payee or holder in due course to act upon it. Therefore, once a cheque is drawn by a person of an account maintained by him for payment of any amount or discharge of liability or debt or is returned by a bank with endorsement like : (i) refer to drawer, (ii) exceeds arrangements, and (iii) instruction for stop payment and like other usual endorsement, it amounts to dishonour within the meaning of Section 138 of the Act. Therefore, even after issuance of notice if the payee or holder does not make the payment within the stipulated period, the statutory presumption would be of dishonest intention exposing to criminal liability.*
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> ***
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> *10. However, in the interest of equity, justice and fair play, we deem it appropriate to direct the respondents to make the payment to the appellant by issuing a demand draft in their favour for a sum of Rs 5 lakhs, which would be treated as an overall amount including interest and compensation towards the cheque for which stop-payment instructions had been issued. If the same is not acceptable to the appellant, it is their choice but that would not allow them to prosecute the respondents herein in pursuance to the complaint which they have lodged implicating these two respondents."*

14. A two Judge Bench of the Hon'ble Supreme Court in ***JIK Industries Limited and others Vs. Amar Lal V. Jumani and another (2012) 3 SCC 255*** has examined the issue whether for compounding of an offence, consent of aggrieved party is required and speaking through Justice Asok Kumar Ganguli, following was held:-

> *"82. A perusal of Section 320 makes it clear that the provisions contained in Section 320 and the various sub-sections is a code by itself relating to compounding of offence. It provides for the various parameters and procedures and guidelines in the matter of compounding. If this Court upholds the contention of the appellant that as a result of incorporation of Section 147 in the NI Act, the entire gamut of procedure of Section 320 of the Code are made inapplicable to compounding of an offence under the NI Act, in that case the compounding of offence under the NI Act will be left totally unguided or uncontrolled. Such an interpretation apart from being an absurd or unreasonable one will also be contrary to the provisions of Section 4(2) of the Code, which has been discussed above. There is no other statutory procedure for compounding of offence under the NI Act. Therefore, Section 147 of the NI Act must be reasonably construed to mean that as a result of the said section the offences under the NI Act are made compoundable, but the main principle*

> *of such compounding, namely, the consent of the person aggrieved or the person injured or the complainant cannot be wished away nor can the same be substituted by virtue of Section 147 of the NI Act."*

15. The argument raised by the learned counsel for the respondent No.1 that the Constitution Bench in *Suo Motu Writ Petition (Crl.) No.2 of 2020* (supra*)* has over-ruled the ratio laid down in *M/s Meters and Instruments Pvt. Ltd. (supra)* is incorrect. The Constitutional Bench has relied upon ***Adalat Prasad Vs. Rooplal Jindal (2004) 7 SCC 338*** and ***Subramaniam Sethuraman Vs. State of Maharashtra (2004) 13 SCC 324*** to conclude that the trial Court cannot discharge the accused after taking cognizance as trial Courts are not vested with any inherent power and therefore, provisions of Section 258 Cr.P.C. would not be applicable to the proceedings initiated under Section 138 of the NI Act.

16. The Constitutional Bench has not made any reference to the requirement of the consent of the complainant for compounding the offence under Section 138 of the NI Act. To reconcile with the judgment passed in *JIK Industries Limited* (supra) and *M/s Meters and Instruments Pvt. Ltd. (supra)* consisting of the two Judges Bench, the pronouncement of three Judges Bench in *Damodar S. Prabhu* (supra) is required to be examined. It would be relevant to note that the guidelines issued in ***Damodar S. Prabhu*** (supra) are general in nature and not made in the specific factual matrix of the case. The guidelines contained in para 15 (i) (a) enables the accused facing proceedings under Section 138 of the NI Act to make an application for compounding of the offence and further guidelines were issued for payment of the cheque amount along with the costs at different stages. Similarly, it was directed that in case the application for compounding is made before the Sessions Court or a

High Court in revision or appeal, such compounding may be allowed on the condition that the accused pays 15% of the cheque amount by way of costs. In para 11, reliance is placed on the judgment of the Hon'ble Supreme Court rendered in ***K.M. Ibrahim Vs. K.P. Mohammed and another 2009 (14) SCALE 262*** that the compounding of the offence in a cheque bouncing case is also permissible at a later stages of litigation. Following was observed:-

> *"11. As far as the non-obstante clause included in Section 147 of the 1881 Act is concerned, the 1881 Act being a special statute, the provisions of Section 147 will have an overriding effect over the provisions of the Code relating to compounding of offences. ...*
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> *12. It is true that the application under Section 147 of the Negotiable Instruments Act was made by the parties after the proceedings had been concluded before the Appellate Forum. However, Section 147 of the aforesaid Act does not bar the parties from compounding an offence under Section 138 even at the appellate stage of the proceedings. Accordingly, we find no reason to reject the application under Section 147 of the aforesaid Act even in a proceeding under Article 136 of the Constitution."*

The Hon'ble Supreme Court in *M/s Meters and Instruments Pvt. Ltd. (supra)* has considered the guidelines issued in *Damodar S. Prabhu's case* (supra) but also examined the ratio of law in *JIK Industries Ltd. (supra)*. The facts of the case in *M/s Meters and Instruments Pvt. Ltd. (supra)* would reveal that the order passed by the learned Magistrate declining the compounding of the offence under Section 138 NI Act by relying upon the decision in *JIK Industries Ltd. (supra)* was challenged before the Hon'ble Supreme Court. Even in the para 29 of the judgment of *JIK Industries Ltd. (supra),* the Hon'ble Supreme Court has categorically observed that there is a difference between quashing and compounding. <u>In quashing, the Court applies its mind whereas the compounding is primarily based upon the consent of the injured party. Therefore, the two cannot be equated.</u> The Constitutional Bench in *Suo Motu*

Writ Petition (Crl.) No.2 of 2020 has also observed on the similar lines that the provisions of Section 258 Cr.P.C. would not be applicable to the proceedings under Section 138 of the NI Act and the trial Court has no inherent power. In *M/s Meters and Instruments Pvt. Ltd. (supra),* the Hon'ble Supreme Court has not overruled or passed a judgment in conflict with the ratio of law laid down in *JIK Industries Ltd. (supra).* Rather in para 18 (iii), the Hon'ble Supreme Court has held that in the interest of justice, on being satisfied that the complainant has been adequately compensated, the proceedings under Section 138 of the NI Act can be quashed even in the absence of consent of the complainant. The ratio of law in *JIK Industries Ltd. (supra)* deals with the issue that there cannot be automatic compounding at the *ipse dixit* of the accused without the consent of the complainant. However, the Hon'ble Supreme Court in *M/s Meters and Instruments Pvt. Ltd. (supra)* has held that in an appropriate case, the discretion can be exercised in the interest of justice. The present petition has been filed with the following prayer:-

> *"Petition under Section 482 Cr.P.C. of the Code of Criminal Procedure, 1973, praying for quashing of the Complaint No. NACT/32104/2013 titled as M/s Pragati Enterprises Vs. M/s K.K. Tanners (Annexure P-8), judgment of conviction dated 30.01.2018 passed by the learned JMIC, Jalandhar against the petitioners (Annexure P-1) and the impugned order dated 21.09.2019 (Annexure P-6) passed in CRA-104 of 2018 titled as M/s K.K. Tanners Versus M/s Pragati Enterprises & others pending in the Court of learned Addl. Sessions Judge, Jalandhar (NRI Court) whereby the application filed by the petitioners for compounding of the offence on payment of alleged due cheque amount along with costs to be assessed by the learned court has been dismissed by the learned court without appreciating true facts may kindly be quashed , in the interest of justice, equity and fair play."*

17. The scope and sweep of Section 482 Cr.P.C. is much wider than the provisions contained under Section 320 Cr.P.C and the inherent power under Section 482 Cr.P.C. to do complete justice between the parties is the

very essence of the socially sensitized and evolved justice dispensation system. This power serves a fundamental purpose to prevent abuse of the process of the justice delivery system and functions as a safety valve that allows the Court to uphold a sense of fairness and equity in line with the spirit of justice to maintain integrity of the judicial system.

18. The examination of the factual matrix of the present case and the fact that the petitioner No.2 is 69 years of age and the learned Civil Judge (Senior Division), Jalandhar has already decreed the recovery suit filed by the respondent No.1 of the suit amount of Rs.48,90,717/- along with *pendente lite* interest @12% per annum along with 6% future interest till realization. In the considered opinion of this Court, it is an appropriate case to exercise its discretionary power under Section 482 Cr.P.C to quash the impugned complaint (Annexure P-1) and the judgment of conviction and order of sentence dated 30.01.2018 passed by the learned Judicial Magistrate 1st Class, Jalandhar by applying the guidelines contained in para 15 (i) of the judgment passed by the Hon'ble Supreme Court in *Damodar S. Prabhu (supra)* by directing the petitioners to pay the cheque amount along with costs of 15% of the cheque amount.

CONCLUSION

19. In view of the above discussion, the interest of respondent No.1-complainant can be adequately compensated by directing the petitioners to pay the cheque amount along with 15% of the cheque amount as costs in all cases within a period of six weeks by depositing demand draft(s) of the said amount(s) before the Judicial Magistrate 1st Class, Jalandhar/trial Court. The concerned jurisdictional Magistrate would hand over the draft(s) to respondent

No.1 against proper receipt and retain a photocopy of the same on record. Consequently, the impugned Complaint No.NACT/32104/2013 titled as *M/s Pragati Enterprises Vs. M/s K.K. Tanners* (Annexure P-8), judgment of conviction and order of sentence dated 30.01.2018 (Annexure P-1) are quashed and the order dated 21.09.2019 (Annexure P-6) passed in CRA-104 of 2018 by the learned Additional Sessions Judge, Jalandhar (NRI Act) is set aside.

20. However, if the petitioners fail to comply with the direction as stipulated, the order passed by this Court shall stand automatically vacated.

21. All the petitions stand allowed in above terms.

22. Misc. applications pending, if any, shall also stand disposed of.

(HARPREET SINGH BRAR)
JUDGE

December 19, 2023
Pankaj*

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