

254 IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CRM-M-52045-2022
Date of Decision: 15.02.2023

Harpal Poultry Farm and others

..... Petitioners

Versus

Dinesh Sood

..... Respondent

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present: Mr. Arun Takhi, Advocate
for the petitioners.

Mr. Sahil Koundal, Advocate for
Mr. K.S. Dadwal, Advocate
for the respondent.

HARSH BUNGER J. (ORAL)

The petitioners have filed this petition under Section 482 of the Code of Criminal Procedure seeking quashing of Complaint bearing NACT No.14 of 2016 dated 06.04.2016 (Annexure P-1), titled as “***Dinesh Sood Vs. Harpal Poultry Farm and others***”, filed under Section 138 of the Negotiable Instruments Act, on behalf of the respondent/complainant and all the consequential proceedings arising therefrom, including impugned summoning order dated 06.01.2016 (Annexure P-2), passed by the the Court of Judicial Magistrate Ist Class, Hoshiarpur.

During the course of hearing of the present petition, the following order was passed on 08.12.2022:-

“CRM-47397-2022

Prayer in this application is to place on record reply to the petition filed by petitioners alongwith photocopy of Annexure R-1/1 and R1/2.

For the reasons mentioned in the application, the same

is allowed. Annexures R-1/1 and R-1/2 are taken on record, subject to all just exceptions.

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Learned counsel for the petitioners as well as the respondent upon instructions from their respective clients, who are present in court today, submitted that the parties have amicably settled the dispute for a total amount of Rs.25,50,000/- which shall only be paid by the petitioners to the respondent (Dinesh Sood) in three installments, spread over three months. The first installment shall be paid by the petitioner by way of demand draft of an amount of Rs.10,00,000/- on 15.12.2022 before this Court. Second installment shall be payable on 15.01.2023 and the balance amount shall be paid on 15.02.2023.

Learned counsel for the respondent has submitted that after the payment of the said amount of Rs.25,50,000/- in aforesaid manner, there shall be no amount due towards him from the petitioners and with the payment of this amount all issues shall stand settled and satisfied and he shall not claim anything in respect of the transactions or the issues raised in the complaint filed under Section 138 of the NI Act.

Let the petitioners bring first installment by way of demand draft of Rs.10,00,000/- in the name of respondent on the next date of hearing.

List on 15.12.2022.”

In pursuance of the settlement arrived at between the parties, the petitioners have already paid an amount of Rs.20,00,000/-, out of total settlement amount of Rs.25,50,000/-, in favour of the respondent/complainant, in the following manner:-

<i>Sr. No.</i>	<i>Cheque/Demand Draft (DD) No.</i>	<i>Amount</i>
<i>1.</i>	<i>DD No.003072</i>	<i>Rs.10,00,000/-</i>
<i>2.</i>	<i>DD No.003077</i>	<i>Rs.4,00,000/-</i>
<i>3.</i>	<i>Cheque No.030890</i>	<i>Rs.6,00,000/-</i>

Learned counsel for the petitioner has brought the balance amount of Rs.5,50,000/-, by way of Demand Draft bearing No.003083 dated 14.02.2023, drawn at Axis Bank Ltd., in the name of Dinesh Sood (respondent/complainant), in Court today, which is handed over to learned counsel appearing for the respondent/complainant, in Court today itself. Copy thereof is taken on record, subject to all just exceptions.

At this stage, learned counsel appearing for the respondent/complainant, while accepting the aforesaid Demand Draft amounting to Rs.5,50,000/-, submits that since the entire settlement amount has now been paid by the petitioners to the respondent/complainant, therefore, he has no objection in case the Complaint bearing NACT No.14 of 2016 dated 06.04.2016 (Annexure P-1) and all the consequential proceedings arising therefrom, including summoning order dated 06.01.2016 (Annexure P-2), are quashed qua the petitioners.

I have heard learned counsel for the parties and have perused the paper book with their able assistance.

Hon'ble Apex Court in ***“Electronic Trade & Technology Development Corporation Ltd. Vs. Indian Technologists & Engineers, 1996(1) R.C.R. (Criminal) 592*** observed that the object of bringing Section 138 in the statute book is to inculcate faith in the efficacy of banking operations and credibility in transacting business on negotiable instruments. The provision is intended to prevent dishonesty on the part of the drawer of negotiable instruments in issuing cheques without sufficient funds or with a view to induce the payee or holder in due course to act upon it. It, thus, seeks to promote the efficacy of bank operations and ensures credibility in transacting business through cheques. In such matters, therefore, normally

compounding of offences should not be denied.

Even as per Section 147 of the Negotiable Instruments Act, every offence under the Negotiable Instruments Act is compoundable. Section 147 *ibid*, reads thus:-

“S.147. Offences to be compoundable. - Notwithstanding anything contained in the Code of Criminal Procedure, 1973 (2 of 1974), every offence punishable under this Act shall be compoundable.”

Taking into consideration Section 147 of the Negotiable Instruments Act and also the primary object underlying Section 138, there is no reason to refuse compromise between the parties in this case.

Keeping in view the aforementioned facts and circumstances of the case and also the judgments rendered by the Hon'ble Apex Court in the cases of **“Shakuntala Sawhney Vs. Kaushalya Sawhney”, 1979 (3) SCR 639** and **“Gian Singh Vs. State of Punjab and another”, 2012 (4) RCR (Criminal) 543**, since the matter has been amicably resolved between the parties and the entire settlement amount, in respect of the Complaint bearing NACT No.14 of 2016 dated 06.04.2016 (Annexure P-1), stands paid by the petitioners, hence no useful purpose will be served in allowing the criminal proceedings to continue.

Accordingly, this petition is allowed. Complaint bearing NACT No.14 of 2016 dated 06.04.2016 (Annexure P-1), titled as **“Dinesh Sood Vs. Harpal Poultry Farm and others”**, filed under Section 138 of the Negotiable Instruments Act, on behalf of the respondent/complainant and all the consequential proceedings arising therefrom, including impugned summoning order dated 06.01.2016 (Annexure P-2), passed by the the Court of Judicial Magistrate Ist Class, Hoshiarpur, are quashed qua the petitioners.

However, the same would be subject to payment of costs of Rs.10,000/- to be deposited by the petitioners with the **“Poor Patients' Welfare Fund, PGIMER, Chandigarh”** and the said amount would be spent for the treatment of poor patients within the knowledge of its Medical Superintendent.

All pending application(s), if any, shall stand disposed of.

15.02.2023

Apurva

(HARSH BUNGER)
JUDGE

1. Whether speaking/reasoned : Yes/No
2. Whether reportable : Yes/No