

IN THE HIGH COURT OF PUNJAB & HARYANA AT  
CHANDIGARH

(248)

2023:PHHC:057350  
CRR-216-2019(O&M)  
Date of Decision: 24.04.2023

Ramandeep Kaur

--Petitioner

Versus

Jaswant Kaur & another

--Respondents

**CORAM:- HON'BLE MR. JUSTICE RAJESH BHARDWAJ.**

Present:- Mr. Arshit Goyal, Advocate for the petitioner.

Mr. Naveen Sharma, Advocate for respondent no.1.

Mr. Karunesh Kaushal, AAG, Punjab.

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**RAJESH BHARDWAJ.J (Oral)**

This revision has been filed by the petitioner impugning the judgement dated 15.12.2017, passed by learned JMIC, Jalandhar whereby petitioner has been awarded one year RI and further directed to pay cheque amount of Rs.3,00,000/- @ 9% per annum from the date of cheque till that date. The conviction and sentence awarded by learned trial Court has been upheld vide judgement dated 06.12.2018 passed by learned Addl. Sessions Judge, Jalandhar.

As per the facts of the case, petitioner, who was known to the respondent-complainant borrowed a sum of Rs.3,00,000/- from her as loan. In order to discharge his legal liability, the accused/petitioner issued a cheque bearing No.292004 dated 22.1.2016 in favour of the respondent/complainant drawn at Oriental Bank of Commerce, Mithapur, District Jalandhar. When the complainant presented the said cheque with her banker, the same was dishonoured vide memo dated 27.1.2016 with remarks "Drawers Signature Differs". Thereafter, the respondent-

complainant sent a legal notice dated 6.2.2016 to the accused/petitioner requesting him to make payment but despite that, no payment was made and thus, the complaint was filed.

On the conclusion of the trial the petitioner was convicted and sentenced by the trial Court vide order dated 15.12.2017 to undergo rigorous imprisonment for a period of one year under Section 138 of Negotiable Instruments Act. Petitioner was further directed to pay compensation of the cheque amount i.e. Rs.3,00,000/- to respondent/complainant as per provisions of Section 357(3) Cr.P.C. Aggrieved by the same, the petitioner filed an appeal and the Appellate Court also upheld the conviction and sentence as awarded by learned trial Court and thus, dismissed the appeal vide its order dated 6.12.2018. Aggrieved by the same, the petitioner has filed the present revision petition.

Learned counsel for the petitioner has stated that matter was referred to the Mediation & Conciliation Centre of this court, where parties have amicably settled their dispute and have arrived at a compromise. He submits that in view of the settlement/agreement dated 14.3.2023 petitioner had already paid Rs.2,00,000/- in cash to respondent no.1, whereas remaining amount of Rs.1,00,000/- has been paid today through a demand draft dated 15.04.2023 and the same has been handed over to learned counsel for respondent no.1. It is further submitted that in view of the settlement effected between the parties, the prosecution of the petitioner would be nothing but an abuse of the process of the Court and thus, the petitioner be allowed to compound the offence and he be acquitted of the charge under Section 138 of Negotiable Instruments Act in view of the law laid down by Hon'ble Supreme Court in ***Damodar S. Prabhu Vs. Sayad***

***Babalal H. 2010(2) RCR (Crl.) 851.*** He has further relied upon the judgment dated 18.09.2013 passed in ***CRR-3275-2012 titled as Karam Chand Mittal Vs. Gian Chand and another.***

Learned counsel for respondent No.2 has affirmed the contentions raised by learned counsel for the petitioner and has prayed that the amount of Rs.3,00,000/- has been paid to the complainant/respondent no.1 and parties have arrived at a compromise. He further states that respondent no.1 has no objection if the present petition is allowed.

As the parties have amicably settled the matter and the petitioner has paid the agreed amount of Rs.3,00,000/- to the respondent/complainant, so, in view of the compromise effected between the parties and the law laid down by the Hon'ble Supreme Court in ***Damodar S. Prabhu's*** case (supra), offence is compounded and the petitioner is acquitted of the charges framed against him under Section 138 of Negotiable Instruments Act, 1881, subject to his depositing Rs.45,000/- (15% of the cheque amount) with the Poor Patients' Welfare Fund, PGIMER, Chandigarh within a period of two weeks from today. The judgement dated 6.12.2018 passed by the learned Addl. Sessions Judge, Jalandhar dismissing the appeal of the petitioner and order dated 15.12.2017 passed by learned JMIC, Jalandhar convicting and sentencing the petitioner as stated above, are set aside.

Petitioner is directed to file receipt of above said amount of Rs.45,000/- in the office within aforesaid period. In case the petitioner fails to deposit the above said amount within 15 days from the date of

pronouncement of this order, the office is directed to list the present case in the ordinary list as IOIN for further orders. Revision petition is allowed in above terms.

(RAJESH BHARDWAJ)  
JUDGE

24.04.2023

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| Whether speaking/reasoned: | Yes/No |
| Whether Reportable:        | Yes/No |