

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
BEFORE THE NATIONAL LOK ADALAT
CRIMINAL APPEAL NO. 970 OF 2018

Suresh Kumar Agarwal

...Appellant

Vs.

Mahendra P. Suwal and Anr.

...Respondents

Mr.Vivek B. Rane (Appointed through Legal Aid) – Advocate for Appellant.

Mr.Prasad L. Gajbhiye – Advocate for Respondent No.1.

CORAM : S. M. MODAK J.
[HEAD OF THE PANEL]

V. V. KATHARE
REGISTRAR (VIGILANCE-II)
MEMBER

S. N. PHAD
DEPUTY REGISTRAR
MEMBER

DATED : 03rd MARCH, 2024

P.C. :-

1. The Appellant preferred present Appeal against the acquittal u/s 138 of NI Act. The Appellant and Respondents and their learned

Counsels are present before the Lok – Adalat. The Appellant and Respondents have filed '*consent terms*' settling their dispute relating to dishonour of cheque. The '*consent terms*' are signed by them and their learned Counsels. It is marked Article – A. For ready reference, the consent terms are scanned and reproduced herein below :-

CORAM: S.M. KHAN
V.V. Kothare
S.N. Phad
21-02-2018
Tendered in the Court
marked 'X'

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPEAL NO. 970 OF 2018

Suresh Kumar Agarwal

...Appellant
(Original Complainant)

Versus

Mahendra Prasad Suwal & Anr.

... Respondents
(Original Accused)

CONSENT TERMS

We, Suresh Kumar Agarwal - the Appellant and Mahendra Prasad Suwal - the Respondent No.1 above named in the abovesaid matter do hereby state and pray as under: -

1. We the Appellant and Respondent No.1 state that we have decided to settle our matter amicably under the following terms and conditions which are as follows:-
2. The Appellant herein is the original Complainant and the Respondent No.1 herein is the original Accused in Complaint bearing C.C. No.4120/SS/2015 before the Ld. Metropolitan Magistrate's 58th Court at Bandra, Mumbai.

- 2
3. We say that in the aforesaid matter the disputed amount is Rs.5,00,000/- (Rupees Five Lakhs only) and the Ld. Metropolitan Magistrate's 58th Court at Bandra, Mumbai (The Ld. Trial Court) vide order dated 2nd August 2016 was pleased to acquit the Accused – the Respondent No.1 herein in Complaint bearing C.C. No. 4120/SS/2015 under the provisions of the Negotiable Instrument Act, 1881.
 4. We say thereafter the Appellant approached this Hon'ble Court and filed appeal against the order dated 2nd August 2016 passed by the Ld. Trial Court and accordingly the said appeal is pending at the moment bearing Criminal Appeal 970 of 2018.
 5. During pendency of the said appeal, it is mutually agreed and confirmed between us to settle the matter amicably.
 6. Pursuant to the aforesaid understanding, the Respondent No.1 has paid an amount of Rs.5,00,000/- (Rupees Five Lakhs only) to the Appellant vide cheque bearing No.000133 dated 1st March 2024 of HDFC Bank having its branch at Manesar, Haryana and the Appellant has



accepted the said amount and confirm receipt of the same
to Respondent No.1.

7. The Appellant is withdrawing the present appeal filed
against the Respondent No.1 and further the Appellant
shall not make any claim of whatsoever nature against
Respondent No.1 pertaining to the subject matter of this
Criminal Appeal and the cheque involved in the said
criminal appeal.
8. The Appellant after withdrawing the present appeal shall
not file any other complaint and/or application and/or suit
and/or any other proceedings touching the subject matter
of the present proceedings in any court of law.
9. Both parties are withdrawing all the allegations made
against each other in the Criminal Complaint bearing C.C.
No.4120/SS/2015 and the allegations made in the present
appeal.
10. We the Appellant and Respondent No.1 state that we will
not withdraw from the present consent terms and these are
full and final consent terms which are agreed in between
both parties.

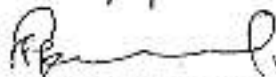


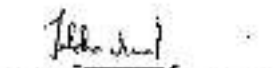
11. We the Appellant and Respondent No.1 state that we have entered into these consent terms with our own free will, wish and understanding and we also say that there is no force, fraud, coercion or undue pressure or influence upon us. These consent terms are free and voluntary.

12. We the Appellant and Respondent No.1 state that this consent terms is binding upon both the parties and no party can withdraw itself from the obligations of this consent terms.

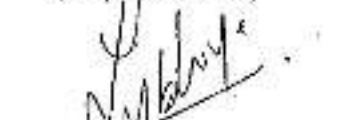
Place: Mumbai

Date: 3/3/2024


Suresh Kumar Agarwal
(Appellant)


Mohendra Prasad Suwal
(Respondent No.1)


Advocate for Appellant
Through Legal Aid
Adv. Vivek B. Rane


Advocate for Respondent No.1

2. Now, the Appellant wants to withdraw the Appeal in the light of '*consent terms*'. Therefore, the Appeal is disposed of as withdrawn in the light of '*consent terms*'.

3. The Appellant's Advocate on record is not present before the Lok –

Adalat and the Appellant is identified by an Advocate on Legal Aid Panel
– Mr.Vivek Rane.

4. The '*consent terms*' shall form part of the Award. The signatories of the '*consent terms*' acknowledge the contents of '*consent terms*'.
5. Court fees be refunded as per the Rules.

[S. N. PHAD]
MEMBER

[V. V. KATHARE]
MEMBER

[S. M. MODAK J.]
HEAD OF THE PANEL