PALLAVI MAHENDRA WARGAONKAR
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Date: 2024.03.26 19:24:55 +0530

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL REVISION APPLICATION NO.516 OF 2019

Lalita Veeraju Vallabhaneni ...Applicant
vs.
HDFC Bank Ltd. ...Respondent

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Persons physically present.		
Mr. Ankush N. Dhokale i/b. Mr. Prakash J. Salsingikar	...	Advocate for the Applicant.
Mr. H.J. Dedhia	...	APP for Respondent - State.
Mr. Shailesh Deshpande	...	Secretary, High Court Legal Services Authority present
Mr. Chetan P. Bhagwat	...	Deputy Registrar, Main Mediation, High Court present
Persons virtually present.		
Mr. Orville Lourenco	...	Advocate for the Applicant from Kolhapur present through VC.
Mr. P.R. Rane	...	5th Jt. C.J.J.D., Kolhapur through VC. (Mediator)
Mr. Monika Ukale i/b. Kishor Chalke a/w Sanket Shilewant	...	Representative HDFC Mumbai.
Mr. Sunil Lad	...	Representative/officer from HDFC Bank Kolhapur.
Mr. Jayendra Patil	...	Advocate Respondent No.1 - HDFC Bank.

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CORAM : S. M. MODAK, J.
DATE : 7th MARCH 2024

P. C. :-

1. It is true that as per the order dated 11 th January 2024 this Court has referred the dispute to the District Legal Services Authority, Kolhapur for the purpose of mediation.

2. Learned Mr. Chetan P. Bhagwat, Deputy Registrar, Main Mediation Centre was asked to supervise this matter. Accordingly, learned Judge/Mediator Mr. P.R. Rane, done mediation in between :--

a. Applicant and
b. Representatives of HDFC Bank.

He held the meeting between the parties and with all his experience, he was successful in arriving at settlement.

3. The Appellant – Accused and HDFC Bank have executed the Consent Terms. They are signed by :--

a. Lalita Veeraju Vallabhaneni, Applicant.
b. Advocate for Applicant.
c. Mr. Sunil D. Lad, representative/officer for HDFC Bank, Kolhapur.
d. Advocate for the Respondent.
e. Mr. Jayendra Patil, Advocate HDFC Bank.

4. The 5th Jt. Civil Judge, Senior Division, Kolhapur as per letter dated 9th February 2024 informed about successful mediation. It is accompanied by Consent Terms. They are placed on record and marked as Annexure '**X**'.

5. The Appellant – Accused is resident of Goa. She is unable to remain present, however, her Advocate appearing in this appeal and her Advocate from Kolhapur are physically and virtually present respectively.

6. Not only the dispute arising out of the dishonour of cheque is settled but the dispute arising out of Credit Card dues is also settled. It is mentioned in the Consent Terms. The terms of settlement are as follows :--

> "a. The parties hereby agree that an amount of Rs.12,000/- (Rupees Twelve Thousand Only) which includes <u>Rs.18,000/- towards the full and final settlement of vehicle loan and amount of Rs,8,000/-</u> (Rupees Eight Thousand Only) towards full and final <u>settlement of credit card dues</u> shall take care of all and any outstanding dues against the applicant and they shall have no other and further claim of any other matter from the applicant and Bank also agree to close the said loan and hand over Form No.35 and No

Dues Certificate to the applicant if HDFC Bank issues valid settlement letter in favour of the above settlement terms."

The sentence as per the order of the trial Court for the offence u/s. 138 of NI Act is:-

a. S.I. for 2 days.
b. Compensation to the tune of Rs.18,033/- to be paid to the Bank.

7. The Applicant has deposited an amount of Rs.18,033/- before the Appellate Court, Kolhapur and Bank has applied for its withdrawal.

8. The Applicant through her Advocate tried to raise some issues about improvement CIBIL score. This is not acceptable to the bank. In fact, this issue ought to have been discussed before mediation, hence, not considered.

9. After comparing the terms of compromise as mentioned above and considering that compensation deposited by Accused in the Trial Court, it appears that there is difference of Rs.33/-. In short, there is ambiguity in compromise terms. Therefore, matter be listed on **18th March 2024 'High on Board'** for clarification of compromise terms.

[S. M. MODAK, J.]