

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-6107-2024
Date of decision: 12.03.2024

Salim Chohan

...Petitioner

Versus

M/s Baba Jagta Shuttering Private Limited

...Respondent

CORAM: HON'BLE MR. JUSTICE KARAMJIT SINGH

Present: Mr. Deepanshu Matya, Advocate for the petitioner.
Mr. Mohak Arora, Advocate for
Mr. Manish Soni, Advocate for the respondent.

KARAMJIT SINGH, J. (ORAL)

1. The present petition under Section 482 Cr.P.C. has been filed for setting aside of order dated 06.11.2023 (Annexure P-6) passed by the Court of learned Additional Sessions Judge, Gurugram in CRA-581/2023 titled as Salim Chohan Vs. M/s Baba Jagta Shuttering Private Limited whereby the sentence of the petitioner under Section 138 of Negotiable Instruments Act has been suspended subject to the condition to deposit 20% amount of the compensation amount awarded by the trial Court.
2. The counsel appearing on behalf of both the parties apprised the Court that matter has been compromised and parties have executed Memorandum of Understanding (in short MOU) dated 23.02.2024 and produced its copy, which is taken on record. Both the counsel are *ad idem*

that in total Rs.2,82,00,000/- is to be paid by Salim Chohan in four equal installments of Rs.70,50,000/- and the last installment is to be paid by petitioner on 20.11.2024.

3. The counsel for the petitioner further submits that petitioner undertakes to abide by the terms and conditions of aforesaid MOU and petitioner will make the payments as per the agreed schedule given in the said Memorandum. The counsel for the petitioner further submits that in the given circumstances, no coercive action be taken against the petitioner on the basis of impugned order Annexure P-6 till 01.12.2024, as even after payment of all the four installments by 20.11.2024, it will take time to move an application for compounding of offence under Section 138 NI Act.

4. Counsel representing the respondent while endorsing the factum of compromise and execution of Memorandum of Understanding dated 23.02.2024, has submitted that in case the petitioner abides by terms and conditions of MOU, the respondent has no objection in case, the impugned order to the extent whereby direction is given to the petitioner to deposit 20% of compensation awarded by the learned trial Court, is kept in abeyance till 01.12.2024 and appeal may be kept pending till the entire amount in question is paid by the petitioner as per schedule given in MOU.

5. In view of the above, as both the parties have admitted the factum of compromise and execution of MOU, the present petition is hereby disposed of with direction to the Court of Additional District Judge, Gurugram to keep pending the appeal filed by the petitioner till 01.12.2024 to enable the petitioner to comply with terms and conditions of MOU, subject to condition that petitioner should continue to comply with the terms

and conditions of MOU and keep on making payments as per the agreed schedule and in compliance of the said conditions, the impugned order whereby petitioner is directed to deposit 20% of the compensation amount awarded by the trial Court is to be kept in abeyance till 01.12.2024. However, in case there is any default on the part of the petitioner, the first Appellate Court, concerned shall proceed to dispose of the appeal on merit and will also be at liberty to take action in accordance with law on the basis of impugned order dated 06.11.2023 (Annexure P-6).

12.03.2024
Yogesh

(KARAMJIT SINGH)
JUDGE

Whether speaking/reasoned:-	Yes/No
Whether reportable:-	Yes/No