

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CRR No. 865 of 2024
Reserved on 09.08.2024
Pronounced on: 30.08.2024

Surender KumarPetitioner

Vs.

Punjab National Bank and AnotherRespondents

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Munish Kamboj (Through VC)
for the petitioner.

Mr. Gaurav Goel, Advocate and
Mr. Tarlok, Advocate
for respondent-Bank.

Mr. Viney Phogat, DAG, Haryana.

ANOOP CHITKARA J.

Complaint	No.631/2015, under Section 138 of the Negotiable Instruments Act. Decided on 13.06.2017
Criminal Appeal	No. 238 of 2017, Addl.Sessions Judge, District Sirsa Decided on 31.08.2019

1. The petitioner, who stands convicted for the commission of offence punishable under Section 138 of the Negotiable Instruments Act, 1881, (NIA) has come up before this Court under Section 482, Code of Criminal Procedure, (CrPC) for quashing the proceedings because the parties have compromised the matter.
2. The petitioner faced criminal prosecution by the private respondent, because of the dishonour of the cheque in question.



3. The jurisprudence behind the Negotiable Instruments Act, 1881 is that the business transactions are to be honoured. The legislative intention is not to make people suffer incarceration only because their cheques bounced. These proceedings are to recover the cheque amount by showing teeth of a penal clause.

4. Given the judgment passed by Hon'ble Supreme Court of India in Damodar S. Prabhu v Sayed Babalal, (2010) 5 SCC 663, the law is well settled that when the entire money is paid, then the complainant cannot have any objection to such compromise, and 15% of the cheque amount is to be paid by the accused to the concerned State Legal Services Authority.

5. Given above, because of the compromise, this is a fit case where the inherent jurisdiction of the High Court under Section 482 of the CrPC supported by Section 147 of the NIA is invoked to disrupt the prosecution and quash the proceedings mentioned above. The complaint, notice of accusation, and the proceedings captioned above are quashed and set aside. The bail bonds are accordingly discharged. All pending application(s), if any, stand closed.

6. The petitioner has filed an application for a reduction of 15% amount payable to the State Legal Aid Authority. Although the cheque was drawn for a sum of Rs. 27,50,000/-, but the parties agreed for mutual compromise for a sum of rupees five lacs only (Rs. 5,00,000). As per the application, the convict has already paid the entire amount of rupees five lacs to the complainant. This show that the real value of controversy would not be five and a half times the settlement amount. The applicant has also mentioned further reasons in paragraphs 2 to 3. I have gone through the application contents, and I am satisfied that the amount at the rate of 15% would cause great hardship to the petitioner. Thus, the equity and compassion demand that the amount is reduced to the application's reach. Given above, in the entirety of facts and circumstances peculiar to this case, this court deems it appropriate to reduce the settlement amount payable to the State Legal Aid Authority to 15% of the settlement amount instead of cheque amount.

7. In Damodar S. Prabhu v Sayed Babalal, (2010) 5 SCC 663, Hon'ble Supreme Court holds,

[17]. "...Even though the imposition of costs by the competent court is a matter of discretion, the scale of costs has been



suggested in the interest of uniformity. The competent Court can of course reduce the costs with regard to the specific facts and circumstances of a case, while recording reasons in writing for such variance.”

8. The cheque amount is 1,02,275/-. The 15% of Rs.1,02,275/- comes to be Rs.15,341/-. This compounding is subject to the petitioner depositing the aforesaid amount on or before March 31, 2022, with the concerned wing of High Court Legal Aid, failing which this entire order, including compounding, shall automatically stand recalled under Section 403 and Section 528 BNSS, 2023 and this petition shall be posted for hearing on merits. However, in extraordinary circumstances, the petitioner may approach this Court for an extension of time to deposit the compounding fee. Petitioner to file the proof of deposit before the trial Court with in the aforesaid time. Consequently, the above-captioned complaint, notice of accusation, and all consequent proceedings would also stand quashed qua the petitioner(s), and the petitioner would also stand acquitted of all the offences captioned above. All pending applications are closed.

Petition allowed in the terms mentioned above.

**(ANOOP CHITKARA)
JUDGE**

30.08.2024

Sonia Puri

Whether speaking/reasoned: Yes
Whether reportable: No.