

**CRR-3200-2016 (O&M)****1**

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

114

**CRR-3200-2016 (O&M)
Date of Decision : May 20, 2024**

ROOP SINGH**-PETITIONER****V/S****RANJIT SINGH****-RESPONDENT****CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI**

Present: Mr. Vishal Sodhi, Advocate
for the petitioner.

Mr. Raman Mohinder Sharma, Advocate
for the respondent.

KULDEEP TIWARI, J. (ORAL)

1. Through the instant revision petition, the petitioner has assailed the verdict of conviction and order of sentence dated 01.03.2016, whereby, the learned trial Court concerned has convicted the petitioner for commission of offence punishable under Section 138 of the Negotiable Instruments Act, 1881 and sentenced him to undergo rigorous imprisonment for one year and to pay compensation equivalent to half the cheque amount.
2. In addition, the petitioner has also assailed the verdict dated 13.07.2016, whereby, the learned appellate court concerned has dismissed his statutory appeal, as preferred against the verdict of conviction and order of sentence (supra). Moreover, since the petitioner/accused was absent on the date of pronouncement of the verdict dated 13.07.2016, therefore, the learned appellate court concerned directed the learned Magistrate concerned to arrest him and to send him to jail to undergo the substantive sentence

**CRR-3200-2016 (O&M)****2**

imposed upon by the learned trial Court concerned.

3. Fetching grievance from the verdicts (supra), the petitioner filed the instant revision on 05.09.2016. After filing the instant revision petition, a compromise was arrived at between the petitioner and the respondent, whereupon, a Co-ordinate Bench of this Court had, on 10.11.2016, passed the hereinafter extracted order:-

“Learned counsel for the petitioner states that during pendency of the present revision petition, the parties have entered into compromise and accordingly, a compromise deed dated 4.11.2016 has been reduced into writing.

At this stage, Mr. Ashish Pannu, Advocate has put in appearance on behalf of Mr. Raman Mohinder Sharma, Advocate for the respondent and accepts the factum of compromise between the parties. Vakalatnama filed on behalf of the respondent in the Court today, is taken on record.

Learned counsel for the petitioner states that in view of the compromise effected between the parties, a demand draft of Rs.50,000/- has been handed over to the respondent today and another amount of Rs.50,000/- has already been paid. In this manner, as against the agreed/compromise amount of Rs.4.5 lacs, the petitioner has paid Rs.1 lac to the respondent.

Learned counsel for the respondent does not dispute the payment of Rs.1 lac.

List on 08.02.2017.

Meanwhile, the petitioner is ordered to be admitted on interim bail on his furnishing bail bonds and surety bonds to the satisfaction of CJM/ Duty Magistrate, Patiala.”

4. There is no wrangle amongst the contesting litigants, rather it is an admitted fact that, out of the settled amount of Rs.4,50,000/-, as recorded in the compromise deed dated 04.11.2016, the petitioner has already, in the manner extracted hereunder, made payment of Rs.3,75,000/- to the

respondent and now only an amount of Rs.75,000/- is outstanding.

Date	Amount Paid
04.11.2016: On the date of Compromise	Rs.50,000/-
10.11.2016	Rs.50,000/-
12.07.2018	Rs.1,80,000/- through DD No.344799
16.07.2019	Rs.30,000/- through DD No.345953
17.11.2021: Matter again settled before Mediation Centre, where the respondent/ complainant admitted one receipt dated 04.08.2016	Rs.50,000/-
23.03.2022	Rs.15,000/-

5. Today, the learned counsel for the petitioner has made a request that the petitioner is ready and willing to abide by the terms and conditions of the compromise and to make payment of the outstanding amount, in two equal installments, however, he seeks a period of 2 months for making the payment.

6. The learned counsel for the respondent has not opposed the request made by the learned counsel for the petitioner, rather has expressed his ‘No Objection’ in case, the petitioner upon making payment of outstanding amount, is acquitted from the charges framed against him.

7. I have heard learned counsel for the parties and have gone through the record with their able assistance.

8. The Hon’ble Supreme Court in **Shakuntla Sawhney (Mrs) Vs. Kaushalya (Mrs.) and others (1980) 1 SCC 63**, speaking through Justice V.R. Krishna Iyer, has held as under:-

“4.The finest hour of justice arrives propitiously when parties, despite falling apart, bury the hatchet and weave a sense of fellowship or reunion.....”

9. Be that as it may, keeping in view the fact that: (i) the dispute has

**CRR-3200-2016 (O&M)****4**

been amicably settled *inter se* the parties, inasmuch as, the petitioner has, out of the settled amount of Rs.4,50,000/-, already made payment of Rs.3,75,000/- to the respondent and he is also ready to make payment of the outstanding amount of Rs.75,000/- within 2 months, which is acceptable to the respondent; (ii) the offence in question is compoundable; (iii) compounding can be allowed at any stage; this Court deems it appropriate to allow the instant petition.

10. Consequently, the instant revision petition is **allowed**, and, the petitioner is **acquitted** of the charges/notice of accusation framed against him, subject to the condition(s) enumerated in the following paragraph. The impugned verdict of conviction and order of sentence dated 01.03.2016, as passed by the learned Judicial Magistrate 1st Class, Patiala, is set aside. Moreover, the impugned verdict dated 13.07.2016, whereby, the learned Additional Sessions Judge, Patiala, had upheld the conviction of the petitioner, is also set aside. The bail bonds and surety bonds of the petitioner, if any, also stand discharged.

11. The relief granted hereinabove is subject to the petitioner, within first week of the next two months, commencing from June 2024, making deposit of the outstanding amount of Rs.75,000/-, in two equal installments, before the learned trial Court concerned. It is clarified that, in the event of even a single default being made by the petitioner in depositing installments, the relief granted hereinabove shall stand *ipso facto* vacated, without any further reference to this Court, and, the petitioner would be liable to undergo the substantive sentence imposed upon him by the learned trial Court concerned. It is also clarified that, no further request for extension of time for

CRR-3200-2016 (O&M)

5

depositing the installments, would be entertained, in any event.

12. All pending application(s) stand disposed of accordingly.

May 20, 2024

devinder

(KULDEEP TIWARI)

JUDGE

Whether speaking/reasoned

:

Yes/No

Whether Reportable

:

Yes/No