



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRR-1597-2024 (O&M)
Date of decision: 02.12.2024

Varinder Singh
...Petitioner(s)
Versus
Sukhwinder Singh
...Respondent(s)

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Arshdeep S. Khaira, Advocate
for the petitioner(s).

None for the respondent.

ANOOP CHITKARA, J. (Oral)

(1)

Criminal Complaint	COMA-200/2017 under Sections 138 of the Negotiable Instruments Act, District Gurugram. Decided on: 11.12.2019
Criminal Appeal	CRA No.24/7.1.2020/2021, Addl. Sessions Judge, Patiala. Decided on: 19.04.2023

The petitioner, who stands convicted for an offence under Section 138 of the Negotiable Instruments Act and was sentenced to undergo rigorous imprisonment for 2 years and to pay compensation of Rs.3,00,000/- to the complainant by the trial court, after the dismissal of his appeal by the Sessions Court, has come up before this Court under Section 438 of the BNSS, 2023 for setting aside the judgment of conviction and order of sentence.

2. During the pendency of present petition, parties have arrived at an out-of-court settlement and prayed for setting aside of judgment of conviction and order of sentence based on said compromise.

3. Vide order dated 30.08.2024, this Court directed the parties/victim(s) to get their statements recorded before the trial Court/Illaq Magistrate/Duty Magistrate and the concerned Court was asked to send its report in the prescribed format.

4. As per report of Judicial Magistrate Ist Class, Rajpura, it has been explicitly mentioned that pursuant to order of this Court, the parties to the petition(s) had



appeared before it and got their statement(s) recorded regarding the compromise effected between them. It has also been reported that such statements are genuine, voluntary and same have been recorded without any coercion or undue influence. It would relevant to extract the relevant portion of the report of the concerned Court:-

Name of the reporting Court	Judicial Magistrate Ist Class, Rajpura
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Criminal Case no. before trial Court	COMA-200-2017
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1.	Names of the complainant/ victims(s)/ aggrieved persons(s)	Sukhwinder Singh
2.	Dates on which the statement(s) of the complainant/ victims(s)/ aggrieved persons(s) were recorded	6.9.2024
3.	Has the identity of the complainant/ victims(s)/ aggrieved persons(s) been verified?	Yes
4.	Whether all the victims/ all the aggrieved persons have compromised the matter?	Yes
5.	Is there pressure, threat, or coercion upon the victim(s)/aggrieved person(s)/complainant?	No
6.	Names of the accused person(s)	Varinder Singh
7.	Dates on which the statement(s) of the accused persons(s) recorded	6.9.2024
8.	Whether all the accused have compromised the matter? If no, then the names of the accused who have compromised.	Yes
9.	Whether the court is satisfied with the genuineness of the compromise?	Yes

5. 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. Now, as per the above-mentioned report, the parties have settled their disputes and have compromised the matter.

6. The present matter relates to an economic offence and the penal teeth are with an end object of recovery of legally enforceable debt or admitted liability.

7. In *Shakuntala Sawhney v Kaushalya Sawhney*, (1979) 3 SCR 639, at P 642, Hon’ble Supreme Court observed that the finest hour of Justice arises propitiously when parties, who fell apart, bury the hatchet and weave a sense of fellowship or reunion.



8. It would be relevant to refer to the judicial precedents in **Damodar S. Prabhu v Sayed Babalal**, (2010) 5 SCC 663, where based on the compromise, the convictions were set aside:

[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.”

9. This Court has powers under Sections 438/442 BNSS, 2023 to interfere in this kind of matter. In the entirety of the facts and circumstances of the case and judicial precedent, I am of the considered opinion that the continuation of these proceedings will not serve any fruitful purpose whatsoever. Given above, because of the compromise, compounding of offence can be allowed and this is a fit case where this Court can set aside the judgment of conviction in exercise of powers under Sections 438/442 BNSS, 2023 supported by Section 147 of the NIA. Given above, judgment of conviction and order of sentence and all the proceedings arising out of the complaint, captioned above, are set aside.

10. Given the judgment passed by Hon'ble Supreme Court of India in **Damodar S. Prabhu v Sayed Babalal**, (*supra*), 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.

11. Counsel for the petitioner has furnished receipt dated 22.11.2024 issued by PSLSA, SAS Nagar towards deposit an amount of Rs.45,000/-, which is 15% of the cheque amount of Rs.3,00,000/-.

12. Given above, the present Revision Petition is allowed. The bail bonds of the petitioner shall stand discharged. All pending applications, if any, stand closed.

(ANOOP CHITKARA)
JUDGE

December 02, 2024
AK

Whether speaking/reasoned	:	Yes
Whether reportable	:	No