

S. No.283

2024:PHHC:015424

2024:PHHC:015427

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Date of Decision:05.02.2024

1. CRR No.2183 of 2023 (O&M)

Budh Singh

.....Petitioner

Vs.

Shakuntla and another

.....Respondents

2. CRR No.2191 of 2023 (O&M)

Budh Singh

.....Petitioner

Vs.

Shakuntla and another

.....Respondents

CORAM:- HON'BLE MR. JUSTICE DEEPAK GUPTA

Present:- Mr. Deepak Aggarwal, Advocate for the petitioner.

Mr. Inder Jit Sharma, Advocate for respondent No.1.

Mr. Karunesh Kaushal, AAG, Punjab.

DEEPAK GUPTA, J. (Oral)

In Criminal Complaint bearing CIS No.COMA-153/2019, titled Shakuntla Vs. Budh Singh, accused Budh Singh (petitioner herein) was convicted by the Court of learned Judicial Magistrate Ist Class, Bathinda, vide judgment dated 18.01.2023 under Section 138 of the Negotiable Instruments Act, 1881 (for short, 'the Act'); and was sentenced to undergo rigorous imprisonment for a period of one year and also to pay compensation to the tune of cheque amount of ₹1,90,000/- along with interest @ 9% per annum. Criminal Appeal bearing CIS No.CRA-135-2023 against the afore-said conviction and sentence was disposed of by learned Sessions Judge, Bathinda on 11.09.2023, whereby through the conviction was maintained but it was noticed that an amount of ₹95,000/- had

already been paid in settling the present case and one more case and so ₹47,500/- was liable to be adjusted qua the present case in the compensation amount.

The afore-said judgment of conviction as passed by the trial Court and affirmed by Sessions Court is a subject-matter of Criminal Revision No.2191 of 2023.

Another Criminal Complaint bearing CIS No.COMA-3497/2018 was filed by the same complainant against the same accused Budh Singh i.e. petitioner, in which the petitioner was convicted by learned Judicial Magistrate Ist Class, Bathinda vide judgment dated 07.02.2023 and was sentenced to undergo imprisonment for a period of six months and to pay compensation of ₹1,90,000/- along with interest @ 9% per annum. The said judgment was challenged before learned Sessions Judge, Bathinda. In Criminal Appeal bearing CIS No.CRA-181/2023 decided on 11.09.2023, though the conviction was maintained but it was ordered that an amount of 47,500/- was liable to be adjusted in the compensation amount.

The conviction as recorded by the trial Court and as affirmed by the Sessions Court, is subject-matter of second Criminal Revision No.2183 of 2023.

Both the criminal revisions as mentioned above, being between the same parties, are being considered together. On 07.10.2023, following order was passed by this Court:-

“Power of attorney has been filed on behalf of respondent No.1.

Contention of learned counsel for the petitioner is that a compromise (Annexure P-1) was entered between the parties, as per which petitioner was required to pay total amount of ₹2,00,000/- to respondent No.1-com

plainant, so as to settle both the complaints in question, out of which present two revision petitions have arisen.

Learned counsel for the petitioner contends that ₹70,000/- were paid on 28.01.2020 and ₹25,000/- were paid later on and rest of the amount i.e. ₹1,05,000/-, the petitioner is ready to pay today itself.

However, learned counsel for the respondent has rightly pointed out that as per the compromise, the amount was required to be paid within 08 months from the date of the compromise, i.e. 28.01.2020. That term was not complied with by the petitioner. Therefore, the conviction has been recorded in both the cases and that conviction has been upheld by the Appellate Court. Learned counsel for the petitioner has brought the banker's cheque bearing No.195597, dated 22.09.2023 for an amount of ₹1,05,000/- favouring respondent No.1-complainant drawn on State Bank of India and submits that this banker's cheque may be handed over to the respondent No.1-complainant; and that matter may be referred to the Mediation and Conciliation Centre of this Court and whatever amount is settled at the Mediation Centre, the petitioner shall be ready to pay.

Learned counsel for respondent No.1-complainant is not adverse the afore-said suggestion.

As such, the banker's cheque in question, the details of which has been given above, is directed to be handed over to the respondent No.1-complainant through his counsel Mr. Inder Jit Sharma. Same has been paid.

With the consent of counsel for both the parties, matter is referred to the Mediation and Conciliation Centre of this Court. The parties are directed to appear before the said Centre on 20.10.2023 for exploring the possibility of settling the dispute between the parties.

Since, total amount of ₹2,00,000/-, as per terms of the earlier compromise effected between the parties, has been paid, therefore, till the further proceedings, the petitioner is directed to be released on interim bail on his furnishing requisite bail bonds and surety bonds to the satisfaction of learned Chief Judicial Magistrate/Duty Magistrate concerned, in both the cases.

Adjourned to 04.12.2023.

Photocopy of this order be placed on the connected case file."

On 04.12.2023, there remained some dispute over the delayed payment of the settlement money and after hearing both the sides, this Court passed the order, the operative portion of that order reads as under:-

“It is conceded by learned counsel for respondent No.1-complainant that entire settlement money of ₹2,00,000/- has since been received by respondent No.1-complainant. However, since the amount was liable to be paid by the petitioner up to 28.01.2020 and it has been paid after a delay of more than 03 years and 10 months, so respondent No.1-complainant is entitled for interest as well as the litigation charges. The matter was referred to the Mediation and Conciliation Centre, but the mediation failed.

The interest for a period of 04 years on the amount of ₹2,00,000/- @ 9% per annum works out to be ₹72,000/-. Considering the aforesaid interest and litigation expenses, petitioner is directed to pay additional amount of ₹75,000/- to respondent No.1-complainant within a period of two weeks positively. The petitioner shall bring a demand draft of ₹75,000/- favouring respondent No.1-complainant on the next date of hearing before this Court.

Adjourned to 05.02.2024.

Photocopy of this order be placed on the connected case file.”

Today, demand draft No.783862 dated 02.02.2024 for an amount of ₹75,000/- favouring the respondent- complainant drawn on State Bank of India has been handed over by learned counsel for the petitioner, which has been accepted by counsel for the respondent- complainant, who concedes that entire payment has since been made.

Since the entire payment has been received by the respondent-complainant as per the compromise effected amongst the parties and the offence in question is compoundable and that the compounding can be allowed at any stage,

therefore, both these revisions are accepted. The impugned judgments of conviction passed by the trial Court in both the cases and as affirmed by the Appellate Court are hereby set aside. Petitioner is hereby acquitted in both the cases, within the meaning of Section 320(8) Cr.P.C.

A photocopy of this order be placed on the file of connected case.

February 05, 2024

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Whether Speaking/reasoned

Whether Reportable

Yes/No

Yes/No

(DEEPAK GUPTA)

JUDGE