

**Daily Lok Adalat****Bench No.4**

501

CRR-2707-2022

KULJINDER KAUR V/S SUKHDARSHAN SINGH GILL

Present:- Mr. B.S. Bhalla, Advocate alongwith
Petitioner-Kuljinder Kaur and her husband in person.

Mr. Aakash Singla, Advocate
for the respondent.

JASBIR SINGH, PRESIDENT, LOK ADALAT (Oral)

The petitioner was convicted for offence punishable under Sections 138 of Negotiable Instruments Act, 1881 by the trial Court vide judgment dated 28.10.2021 and the appeal was dismissed by the Appellate Court on 16.11.2022. Hence, this revision petition.

It is apparent from the record that the petitioner is a lady and after dismissal of her appeal, she remained behind the bar for more than 3 and a half months against total sentence of two years. She was granted bail by the Hon'ble High Court of Punjab & Haryana on 22.02.2023, thereafter, the matter was put up before this Bench of Daily Lok Adalat to make efforts to settle the dispute amicably.

Besides this revision petition, two more complaints No.NACT/993/18 and NACT/76/19 filed by Mr. Sukhdarshan Singh Gill-respondent against the petitioner are pending consideration at Moga and the same are fixed on 30.08.2024. To settle this revision petition and those two criminal cases pending at Moga and also one pending FIR inter se the parties, discussion was made with them and on 14.11.2023, the following order was passed:-

“Detailed discussion in respect of intended settlement

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To give shape to the intended settlement, learned counsel for the petitioner seeks time to bring a demand draft of Rs.20,00,000/- to exhibit the intention of petitioner to settle the dispute.

Learned counsel for the respondent submits that the matter be kept open for settlement on bringing a draft of Rs.20,00,000/- by the petitioner as part payment of amount which is yet to be finalized.

At the request of the learned counsel for the parties, adjourned to 20.12.2023.”

In response to above order, two demand drafts for an amount of Rs.20,00,000/- were shown to us on 29.02.2024. and the matter was adjourned to 12.03.2024, on which date, the following order was passed:-

“Mr. Aakash Singla, Advocate states that the complainant namely Sukhdarshan Singh Gill will return from abroad on 18.03.2024. It is his contention that let him also sign the settlement, which is likely to be arrived at between the parties. It is also coming out from the record that not only this criminal revision but other matters inter se the parties are also pending before the Courts below.

Mr. Aakash Singla, Advocate assures the Court that a request will be made to adjourn the case to the presiding officer.

In view of likelihood of settlement, if such a request is made, we are hopeful that the presiding officer will adjourn the matter to date after the month of March.

Adjourned to 20.03.2024.”

On 20.03.2024, the parties signed a settlement, the relevant contents of which reads thus:-

“a. First party has handed over three demand drafts nos. 008908 dt. 5.2.2024 (Bank of India-Rs. 9,99,999/-), 378716 dt. 17.2.2024 (Canara Bank-Rs. 5 lakhs) and 024604 dt. 17.2.2024 (Canara Bank-Rs. 5 lakhs), total amounting to Rs. 20 lakhs (rounded off). First

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Party claims that FIR No. 50 dt. 4.6.2017 u/ss 420, 406, 409, 120B IPC at PS Smalsar stands decided against the second party, to which second party has no notice. Be that as it may, the second party has now agreed that second party shall not pursue any remedies of appeal/revision etc. against the first party in the aforesaid FIR. The second party shall have his options open to contest the aforesaid FIR against the other accused nominated as such in the said FIR.

b. First party has agreed to pay the second installment of Rs. 20 lakhs (through RTGS/NEFT only) on or before 30.4.2024 to the second party and upon such payment the second party shall be dutybound to withdraw the two complaints i.e. NACT/993/2018 and NACT/76/2019 now pending at Moga by compounding the offence.

c. First party has agreed to pay the last and final installment of Rs. 40 lakhs (through RTGS/NEFT only) on or before 30.5.2024 to the second party and upon such payment second party shall have no objection if CRR No. 2707 of 2022 pending in the High Court of Punjab and Haryana at Chandigarh is decided in terms of the settlement. The first party may file an application for compounding of offence subject matter of CRR No. 2707 of 2022 and the second party shall not raise any objection to such request for compounding.

d. It has been further agreed that timely payment of the aforesaid installments is the essence of the present settlement. The first party shall remain duty bound to pay the installments timely and in case of any lapse in the same, the second party shall have his remedies to revive the respective cases which have been got decided as per present settlement and the first party would also have no objection if the amount already paid under this settlement is forfeited by the second party.

e. Both the parties have agreed that they shall not litigate against each other henceforth, provided the settlement terms are abided by respective parties.

f. Second party shall have no concern with Guru Hargobind

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Educational Society (Regd.), Rode-Moga after 31.5.2024 and the first party would be able to deal with the same in the manner they like.

g. The aforesaid installments shall be paid by the first party to the second party on the following bank account details only:

Savings A/c No. 00000040015874373

Name: Sukhdarshan Singh Gill

Bank: SBI, Branch: Bagha Purana, Distt. Moga

IFSC: SBIN0050607

h. Both the parties have entered into this settlement with free will and without any coercion and the terms of the settlement have been read over and understood by the parties.”

That settlement deed was placed on record. By noting the same, following order was passed on 20.03.2024.

“Both the parties are present and have placed on record a Settlement Deed, which they have signed today before us. Photocopies of the Settlement Deed have been supplied to both the parties. Vide the settlement deed, both the parties have agreed to settle the dispute in this Criminal Revision Petition, bearing No.2707-2022 and also 3 more cases, pending inter se between the parties in Criminal Courts at Moga. The first party has paid an amount of Rs.20,00,000/- to the second party in the shape of 3 demand drafts and further, has agreed to pay another amount of Rs.20,00,000/- on or before 30.04.2024, and further an amount of Rs.40,00,000/- on or before 30.05.2024. It is also agreed between the parties that on making second payment of Rs.20,00,000/- on or before 30.04.2024, the second party shall be duty bound to withdraw two Criminal Complaints bearing No.NACT/993/2018 and NACT/76/2019 now pending at Moga. It is also agreed that the second party shall not pursue the pending litigation in FIR No.50 dated 04.06.2017, under Sections 420, 406, 409, 120B IPC at PS Smalsar either before the trial Court or before the appellate Court

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against the first party. It is also agreed that on making the final payment, the second party will have no objection to dispose of this Criminal Revision bearing No.2707-2022 as having been compounded.

To ensure the payment of balance amount, the matter is adjourned to 13.05.2024.

In view of the settlement arrived at between the parties, we are hopeful that the trial Court will adjourn the complaints fixed before them, pending final orders by the Daily Lok Adalat of this High Court.”

Perusal of the record indicates that thereafter on 20.05.2024, the following order was passed:-

“On the basis of settlement, vide order dated 20th March, 2024, the petitioner agreed to pay an amount of 20 lacs to the respondent namely Sh. Sukhdarshan Singh Gill by 30 April, 2024. It is stated that the said amount was paid only on 4th May, 2024. This fact is also admitted by the counsel for the respondent. As per the settlement, the petitioner is also supposed to pay installment of Rs.40 lacs, on or before 30th May, 2024. It is stated by the learned counsel for the respondent that in case, the amount is so paid, the respondent will withdraw two criminal complaints pending against the petitioner at Moga on 4th June, 2024.

To ensure payment of amount of last installment, adjourned to 31st May, 2024.”

The matter was adjourned to 31.05.2024 to ensure the payment of balance amount. It is also necessary to mention here that as per the settlement deed between the parties dated 20.03.2024, the litigation between the parties concerning FIR bearing No.50 dated 04.06.2017, under Sections 420, 406, 409 & 120-B IPC, Police Station, Smalsar stood decided against the second party. The second party agreed that they shall not pursue any remedy of appeal/revision etc. against the first party in the aforesaid FIR, although they shall have their option open to

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contest against the other accused nominated in the said FIR.

Further, it is apparent on record that the amount in question was paid with delay. However, it is admitted case that for the delayed period, interest was also paid. The forfeiture clause was not insisted.

On 05.07.2024, the following order was passed:-

“The remaining amount payable by the petitioner has not been deposited/paid in terms of Settlement Deed dated 20.03.2024. The appellant is in violation of commitment made; hence, the part amount already paid is liable to be forfeited. At this stage, it is stated by the petitioner that they need time upto 19.07.2024 to make the final payment. The prayer is opposed by the opposite counsel Mr. Aakash Singla. He states that there is no justification to grant them one more opportunity. However, in the interest of justice, adjourned to 01.08.2024. We make it very clear that, if the remaining amount is not deposited by the next date of hearing, the amount already paid under this settlement is forfeited.

In view of order passed, the trial Court will adjourn the pending criminal complaints at Moga against the petitioner beyond 01.08.2024.”

In response to above order, on 01.08.2024, it was stated by the petitioner that an amount of Rs.40,00,000/- plus Rs.80,000/- interest, total amount of Rs.40,80,000/- was transferred in the account of respondent-Sukhdarshan Singh Gill on 25.07.2024. Payment of this amount is not in dispute. On the last date of hearing, Mr. Sukhdarshan Singh Gill-respondent appeared in person. During discussion before the Bench, he failed to deny the receipt of the amount referred above alongwith interest. However, it is stated by him that as the amount has been paid by the petitioner from the account of the society, which manages the affairs of the college namely Alpine Institute of Information Technology under Guru Hargobind Education Society (Regd.) Rode-Moga, the society members may raise

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some dispute qua the said payment. On the last date and even today, it is stated by the petitioner that she is ready to give undertaking that in future if any dispute is raised by any alleged member of the society, she will be responsible for the same. She further states that she has the power to manage the account of the society. It is stated by her that dispute is with regard to the management of the college managed by the society, there was no personal liability, so far as the petitioner is concerned. As such the amount paid from the account of the society is justified and at present the petitioner is managing that college and she is the authorised person, who transferred the amount. It is coming out from reading of the settlement dated 20.03.2024 itself that present dispute between the parties is with regard to the management of Guru Hargobind Educational Society at Rode-Moga and so is the position in all the 3 disputes pending at Moga. On receipt of total amount in the settlement, all the disputes were to be disposed of.

Today, Mr. Aakash Singla, Advocate for the respondent has stated that Mr. Sukhdarshan Singh Gill is adamant to say that as the amount has not been paid from the personal account of the petitioner, the payment shall not be deemed to have been made towards the settlement effected between the parties. Mr. Aakash Singla, Advocate today made an attempt to contact Mr. Sukhdarshan Singh Gill, however, he did not pick his telephone, despite repeated efforts made.

The stand taken is totally unjustified, unfair and is a clever move to squeeze the petitioner to extract further amount. On the last date of hearing, Mr. Sukhdarshan Singh Gill give an option to return the amount paid by transfer it in the society's account and upon doing so, the petitioner agreed to make payment of the disputed amount from her personal or any other account. This offer was also not acceptable to Mr. Sukhdarshan Singh Gill. It appears that he is trying to misuse the process of Lok Adalat. Once the amount has been paid, which is

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admitted on record, it is not necessary for the respondent-Mr. Sukhdarshan Singh Gill to object as to from which account payment has been made, especially when an undertaking has been given before us by the petitioner that, if any dispute is raised by any alleged member of the society, she shall be responsible to defend the same. It is also not in dispute that earlier also a demand draft for an amount of Rs.9,99,999/- was paid towards the settlement from this account, at that time, no objection was raised and the demand draft was accepted.

The facts mentioned above shows that there is a total compliance by the petitioner to the terms and conditions of the written settlement between the parties and the objection raised has no legs to stand.

In view of above, we allow compounding of offences, subject matter of this revision petition and accordingly, revision petition is allowed and the sentence awarded to the petitioner is set aside and she is acquitted of the charges framed against her. The parties will produce copy of this order before the Courts at Moga in criminal complaints filed by the respondent against the petitioner bearing No.NACT-993-2018 and NACT-76-2019. In terms of the settlement referred above and the observations made by the Bench of the Daily Lok Adalat, both the complaints deemed to have been compounded and the Courts below are requested to dispose of those complaints as having been settled. It is also ordered that if any proceedings are still pending against the petitioner arising out of FIR No.50 dated 04.06.2017 under Sections 420, 406, 409, 120-B IPC, Police Station Smalsar, those proceedings are also ordered to be compounded qua the petitioner and be disposed of accordingly. It is made clear that in case in future any dispute is raised qua the last payment made by the petitioner from the account of the society to the respondent, the petitioner shall be responsible to indemnify the said alleged members of the society, if need be. All the payment made shall be deemed



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to have been made on behalf of the petitioner alone. This revision petition stands disposed of having being compounded.

**(JASBIR SINGH)
PRESIDENT**

**(B.C. GUPTA)
MEMBER**

23.08.2024
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