

*Shabnoor*

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION**

**INTERIM APPLICATION NO.3671 OF 2025  
IN  
CRIMINAL REVISION APPLICATION NO.423 OF 2025**

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Gajendra Raghwacharya Tripathi ... Applicant

**V/s.**

M/s. Uttam Reality Private Limited  
& Anr. ... Respondents

Mr. Sushil Upadhyay a/w Afsar Ansari, Mr. Suraj  
Pandey, Mr. Shambhu M. Jha, for the Applicant.

Mr. Kshitish Shukla, for respondent No.1.

Mrs. Kranti T. Hiwrale, APP for the State – respondent.

**CORAM : AMIT BORKAR, J.**

**DATED : OCTOBER 10, 2025**

**P.C.:**

1. The applicant has filed an undertaking before this Court stating that the cheque amount along with compensation at the rate of 7.5%, as directed by the Hon'ble Supreme Court in *Sanjabij Tari v. Kishore S. Borcar and Another*, 2025 SCC OnLine SC 2069, shall be paid within three weeks from today. The said judgment of the Supreme Court lays down that in cases arising out of dishonour of cheques, reasonable compensation at the rate of 7.5% on the cheque amount is to be paid to balance the equities between the parties.

2. The undertaking tendered on behalf of the applicant is accepted. The same shall form part of the record. Acceptance of

the undertaking is based on the assurance given by the applicant through counsel, and the Court proceeds on the basis that it has been filed voluntarily and after understanding its legal effect.

3. The applicant has been duly informed in open Court about the consequences of any breach of the undertaking. It has been clarified that failure to comply with the terms within the stipulated period will amount to violation of the undertaking given to the Court and will entail appropriate action as per law, including cancellation of the benefit extended under this order.

4. In view of the undertaking and the assurance of payment within three weeks, it would be appropriate to defer the further hearing of the Revision Application. The matter is, therefore, directed to be listed on 11 November 2025 for further consideration. On the next date, compliance with the undertaking shall be verified.

5. Having regard to the assurance given and the bona fide steps shown by the applicant towards payment, the period for surrender is extended till 17 November 2025. This extension is granted purely on the basis of the undertaking filed and shall automatically stand cancelled if the payment is not completed as undertaken.

6. The learned Advocate appearing for the applicant has handed over the cheque representing the principal amount along with 7.5% compensation to the learned Advocate for the respondent in the Court. The learned Advocate for the applicant has stated that the cheque will be honoured upon presentation.

7. The learned Advocate for the complainant has accepted the cheque, however, without prejudice to the rights and contentions of the complainant. Acceptance of the cheque at this stage shall not be construed as waiver of any right available to the complainant under law. The complainant shall be entitled to take such steps as may be permissible in law in the event the cheque is not honoured.

8. Place the matter before the Court on 11 November 2025 for further consideration and verification of compliance.

**(AMIT BORKAR, J.)**