



119 IN THE HIGH COURT OF PUNJAB AND HARYANA  
CHANDIGARH

CRR-368-2025 (O&M)  
Date of Decision: 11.02.2025

SATGURU SINGH

...Petitioner

V/S

STATE OF HARYANA AND ANOTHER

...Respondents

**CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR**

Present: Mr. Munish Kamboj, Advocate  
for the petitioner.

Mr. Vikas Bhardwaj, AAG Haryana.

Mr. Munish Garg, Advocate  
for respondent No. 2.

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**HARPREET SINGH BRAR J. (Oral)**

**CRM-5696-2025**

Allowed as prayed for.

Copy of Compromise deed is taken on record as Annexure P-1, subject to all just exceptions.

**CRM-5698-2025 and CRR-368-2025**

1. This is an application filed under Section 359 read with Section 528 of BNSS praying for compounding of offence under Section 138 of Negotiable Instruments Act in light of the compromise (Annexure P-1) effected between the parties.

2. Learned counsel for the petitioner *inter alia* contends that instant petition has been filed challenging the impugned order dated 03.12.2024 passed by learned Additional Sessions Judge, Fatehabad, in which learned lower Appellate Court has affirmed the judgment and order on quantum of sentence dated 28.02.2023/01.03.2023 in case bearing No.

NACT-64-2017 titled as *Sunil Kumar Vs. Satguru Singh* passed by





*“7. This Court has noted that the object of the statute was to facilitate smooth functioning of business transactions. The provision is necessary as in many transactions’ cheques were issued merely as a device to defraud the creditors. Dishonour of cheque causes incalculable loss, injury and inconvenience to the Vide the Banking, Public Financial Institutions and Negotiable Instruments Laws (Amendment) Act, 1988 payee and credibility of business transactions suffers a setback. At the same time, it was also noted that nature of offence under Section 138 primarily related to a civil wrong and the 2002 amendment specifically made it compoundable.....  
xxxx xxxx xxxx*

*18.2. The object of the provision being primarily compensatory, punitive element being mainly with the object of enforcing the compensatory element, compounding at the initial stage has to be encouraged but is not debarred at later stage subject to appropriate compensation as may be found acceptable to the parties or the court.*

*18.3. Though compounding requires consent of both parties, even in absence of such consent, the court, in the interests of justice, on being satisfied that the complainant has been duly compensated, can in its discretion close the proceedings and discharge the accused.”*

6. In view of the aforesaid discussion, the offence under Section 138 of the Negotiable Instruments Act, 1881 is compounded and judgment dated 03.12.2024 passed by learned Additional Sessions Judge, Fatehabad passed in criminal appeal No. CRA-176-2023 titled as **Satguru Singh Vs. State of Haryana and Another** and the judgment of conviction and order of sentence dated 28.02.2023/01.03.2023 passed by learned Judicial Magistrate Ist Class, Ratia in case NACT-64-2017 titled as **Sunil Kumar Vs. Satguru Singh** are hereby set aside and petitioner is acquitted of the notice of accusation framed against him.



- 7. Present application along with main revision petition are disposed of in aforesaid terms.
- 8. Pending miscellaneous application(s), if any, shall also stand disposed of accordingly.
- 9. Petitioner be released forthwith, if he is not required in any other case.

11.02.2025  
Ajay Goswami

(HARPREET SINGH BRAR)  
JUDGE

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|---------------------------|--------|
| Whether speaking/reasoned | Yes/No |
| Whether reportable        | Yes/No |