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**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CRR-718-2022 (O&M)
DECIDED ON: 23.01.2025**

SOHAN SINGH**.....PETITIONER**

VERSUS

CHANCHAL SHARMA**.....RESPONDENT****CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL**

Present: Mr. Armaan Gagneja, Advocate
for the petitioner.

Mr. Navneet Jindal, Advocate
for respondent.

SANDEEP MOUDGIL, J (ORAL)

The present revision petition has been filed for setting aside the judgment and order dated 02.11.2017 passed by Judicial Magistrate 1st Class, Chandigarh and judgment dated 04.04.2022 passed by Additional Sessions Judge, Chandigarh whereby the petitioner was convicted for RI for one year and compensation of Rs.3,00,000/- to be paid to the complainant.

During the pendency of the dispute, the parties have compromised the matter and filed the present petition for quashing of the impugned order.

Vide order dated 23.09.2024, parties were directed to appear before the Mediation and Conciliation Center of this Court on 26.09.2024 and a report with regard to the genuineness of the compromise was called for.

The report dated 14.10.2024 has been received from Mediator, stating that the parties have amicably settled their dispute. Para 6 of the settlement reads as under:-

“a. That the entire dispute between the parties has been fully and finally settled • si sun at an amount of Rs. 2,80,000/- to be paid by the first party to the second party, out of which the first party has already paid a sum of Rs. 1,00,000/-(Rupees One Lac only) vide demand draft dated 21.04.2022 in the Registry of this Hon'ble Court in compliance of order dated 04.05.2022. Further it has been agreed between the parties that Rs.1,80,000/- (Rs. One Lac and eighty thousand) shall be paid by the first party to the second party on or before 11.11.2024 in addition to the above said Rs. 1,00,000/- as paid vide demand draft dated 21.04.2022, which may be released in favour of the second party by the Registry of this Hon'ble Court along with interest accrued, if any.

b. It is agreed that upon payment of Rs. 1,80,000/- by the first party to the second party, the second party would not object to setting aside and quashing of the Ld. Trial Court as well as Ld. First Appellate Court whereby the first party has been convicted for an offence under Section 138 of the Negotiable Instruments Act, 1883.

c. That it is mutually agreed between the parties that the amount of Rs. 1,80,000/- (One lac eighty thousand) shall be paid on or before 11.11.2024 vide demand draft.

d. That it has been mutually agreed between the parties that the second party undertakes to make a statement/file an affidavit in the Court on the date fixed, if need arises.

e. That the parties further undertake not to initiate or institute any unwanted litigation against each other arising out of the matter in dispute, which has been fully settled between the parties.

f. That as per knowledge of both the parties, there is no other pending litigation between the parties qua the present dispute. It

has been further agreed between the parties that in case of coming into knowledge of any petition or case filed by any of the parties against other, the same shall be withdrawn by either of the party who has filed it.

j. That this compromise has been arrived at between the parties without any pressure, undue influence or misrepresentation and both the parties have agreed to abide by the terms and conditions of the agreement. Both the parties shall be bound with the terms and conditions of this agreement/settlement.”

Learned counsel for the petitioner submits that as per the settlement, an amount of Rs.1,80,000/- has been paid to the complainant/respondent by way of demand draft bearing No.117423 dated 13.11.2024. A copy of the said demand draft is taken on record.

Learned counsel, for the petitioner submits that since the matter has been amicably settled between the parties, therefore, the parties may be permitted to compound the offence; and by setting aside the judgments/orders passed by the Courts below, the petitioner be ordered to be acquitted of the charges.

Learned counsel appearing on behalf of the respondent does not dispute the compromise arrived at between the parties. He has expressed his no objection for compounding of the offence as prayed by the counsel for the petitioner.

In view of the above, finding the prayer of the petitioner to be genuine and in view of the fact that the matter has been amicably settled between the parties, this Court finds that it would not be unjustified if the present petition is allowed.

Though, there is no application for compounding the offence under Section 138 of NI Act, 1881, but in view of the oral request made by learned counsel for the petitioner as well as the fact that the parties have amicably settled the dispute, the offence under Section 138 of NI Act, 1881 is ordered to be compounded.

Accordingly, the present petition is allowed and the judgment dated 04.04.2022 passed by learned Additional Sessions Judge, Chandigarh vide which the appeal preferred against the judgment of conviction and order of sentence dated 02.11.2017, passed by Judicial Magistrate 1st Class, Chandigarh vide which the petitioner was convicted under Section 138 of NI Act, 1881, and has been sentenced to undergo RI for one year and compensation of Rs.3,00,000/- to be paid to the complainant, has been dismissed are set aside qua the petitioner, who stands acquitted of the charges levelled against him.

Ordered accordingly.

(SANDEEP MOUDGIL)
JUDGE

23.01.2025

Meenu

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>