

CRR-1241-2020 (O&M) and nine other cases -1-

265 IN THE HIGH COURT OF PUNJAB AND HARYANA
CHANDIGARH

1. CRR-1241-2020 (O&M)
Date of Decision: 14.01.2025
EMERALD EARTH PVT. LTD. AND ANOTHER
...Petitioners

V/S

VISHAKA GUPTA ...Respondent

2. CRR-1245-2020 (O&M)
Date of Decision: 14.01.2025
EMERALD EARTH PVT. LTD. AND ANOTHER
...Petitioners

V/S

VEENA GUPTA AND ANOTHER ...Respondents

3. CRR-1246-2020 (O&M)
Date of Decision: 14.01.2025
EMERALD EARTH PVT. LTD. AND ANOTHER
...Petitioners

V/S

SANDEEP SINGHAL ...Respondent

4. CRR-1247-2020 (O&M)
Date of Decision: 14.01.2025
EMERALD EARTH PVT. LTD. AND ANOTHER
...Petitioners

V/S

SANJAY KUMAR ...Respondent

5. CRR-1248-2020 (O&M)
Date of Decision: 14.01.2025
EMERALD EARTH PVT. LTD. AND ANOTHER
...Petitioners

V/S

JAGDISH CHAND ...Respondent

6. CRR-1249-2020 (O&M)
Date of Decision: 14.01.2025

CRR-1241-2020 (O&M) and nine other cases -2-

EMERALD EARTH PVT. LTD. AND ANOTHER
...Petitioners

V/S

VIPUL SINGHAL ...Respondent

7. CRR-1250-2020 (O&M)
Date of Decision: 14.01.2025

EMERALD EARTH PVT. LTD. AND ANOTHER
...Petitioners

V/S

ANUJ GUPTA ...Respondent

8. CRR-1251-2020 (O&M)
Date of Decision: 14.01.2025

EMERALD EARTH PVT. LTD. AND ANOTHER
...Petitioners

V/S

SANTOSH KUMARI AND ANOTHER ...Respondents

9. CRR-1252-2020 (O&M)
Date of Decision: 14.01.2025

EMERALD EARTH PVT. LTD. AND ANOTHER
...Petitioners

V/S

AJAY KUMAR AND ANOTHER ...Respondents

10. CRR-159-2021 (O&M)
Date of Decision: 14.01.2025

EMERALD EARTH PVT. LTD. AND ANOTHER
...Petitioners

V/S

RAHUL GUPTA AND ANOTHER ...Respondents

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. Roshan Kumar Saini, Advocate and
Mr. Rajesh Goswami, Advocate for the petitioners.

Mr. Gaurav Jindal, Advocate for complainant.

Mr. Ramesh Kumar Ambavta, AAG Haryana.

HARPREET SINGH BRAR J. (Oral)

1. By way of this common order, I shall dispose of the aforesaid revision petitions as common question of law and facts are involved for adjudication.

2. PRAYER**(i) CRR-1241-2020**

In **CRR-1241-2020** the petitioner prays for setting-aside the judgment dated 14.01.2020 passed by learned Additional Sessions Judge, Faridabad whereby the judgment of conviction(s) and order of sentence(s) dated 06.04.2019 passed by the Court of Judicial Magistrate Ist Class, Faridabad in criminal complaint Nos. NACT/3226/2017 whereby the revisionist was convicted for the offence under Section 138 of Negotiable Instruments Act and sentenced to undergo simple imprisonment for nine months and also to pay compensation was affirmed/upheld and the application moved by the revisionist under Section 427 of Cr.P.C. for running of sentence concurrently was declined.

(ii) CRR-1245-2020

In **CRR-1245-2020** the petitioner prays for setting-aside the judgment dated 14.01.2020 passed by learned Additional Sessions Judge, Faridabad whereby the judgment of conviction(s) and order of sentence(s) dated 06.04.2019 passed by the Court of Judicial Magistrate Ist Class, Faridabad in criminal complaint No. NACT/749/2017 whereby the revisionist was convicted for the offence under Section 138 of Negotiable Instruments Act and sentenced to undergo simple imprisonment for nine

**CRR-1241-2020 (O&M) and nine other cases****-4-**

months and also to pay compensation was affirmed/upheld and the application moved by the revisionist under Section 427 of Cr.P.C. for running of sentence concurrently was declined.

(iii) CRR-1246-2020

In **CRR-1246-2020** the petitioner prays for setting-aside the judgment dated 14.01.2020 passed by learned Additional Sessions Judge, Faridabad whereby the judgment of conviction(s) and order of sentence(s) dated 06.04.2019 passed by the Court of Judicial Magistrate Ist Class, Faridabad in criminal complaint No. NACT/2851/2017 whereby the revisionist was convicted for the offence under Section 138 of Negotiable Instruments Act and sentenced to undergo simple imprisonment for nine months and also to pay compensation was affirmed/upheld and the application moved by the revisionist under Section 427 of Cr.P.C. for running of sentence concurrently was declined.

(iv) CRR-1247-2020

In **CRR-1247-2020** the petitioner prays for setting-aside the judgment dated 14.01.2020 passed by learned Additional Sessions Judge, Faridabad whereby the judgment of conviction(s) and order of sentence(s) dated 06.04.2019 passed by the Court of Judicial Magistrate Ist Class, Faridabad in criminal complaint No. NACT/5623/2017 whereby the revisionist was convicted for the offence under Section 138 of Negotiable Instruments Act and sentenced to undergo simple imprisonment for nine months and also to pay compensation was affirmed/upheld and the application moved by the revisionist under Section 427 of Cr.P.C. for running of sentence concurrently was declined.

(v) CRR-1248-2020

In **CRR-1248-2020** the petitioner prays for setting-aside the judgment dated 14.01.2020 passed by learned Additional Sessions Judge, Faridabad whereby the judgment of conviction(s) and order of sentence(s) dated 06.04.2019 passed by the Court of Judicial Magistrate Ist Class, Faridabad in criminal complaint No. NACT/4343/2017 whereby the revisionist was convicted for the offence under Section 138 of Negotiable Instruments Act and sentenced to undergo simple imprisonment for nine months and also to pay compensation was affirmed/upheld and the application moved by the revisionist under Section 427 of Cr.P.C. for running of sentence concurrently was declined.

(vi) CRR-1249-2020

In **CRR-1249-2020** the petitioner prays for setting-aside the judgment dated 14.01.2020 passed by learned Additional Sessions Judge, Faridabad whereby the judgment of conviction(s) and order of sentence(s) dated 06.04.2019 passed by the Court of Judicial Magistrate Ist Class, Faridabad in criminal complaint No. NACT/4896/2017, whereby the revisionist was convicted for the offence under Section 138 of Negotiable Instruments Act and sentenced to undergo simple imprisonment for nine months and also to pay compensation was affirmed/upheld and the application moved by the revisionist under Section 427 of Cr.P.C. for running of sentence concurrently was declined.

(vii) CRR-1250-2020

In **CRR-1250-2020** the petitioner prays for setting-aside the judgment dated 14.01.2020 passed by learned Additional Sessions Judge,

**CRR-1241-2020 (O&M) and nine other cases****-6-**

Faridabad whereby the judgment of conviction(s) and order of sentence(s) dated 06.04.2019 passed by the Court of Judicial Magistrate Ist Class, Faridabad in criminal complaint No. NACT/2290/2017, whereby the revisionist was convicted for the offence under Section 138 of Negotiable Instruments Act and sentenced to undergo simple imprisonment for nine months and also to pay compensation was affirmed/upheld and the application moved by the revisionist under Section 427 of Cr.P.C. for running of sentence concurrently was declined.

(viii) CRR-1251-2020

In **CRR-1251-2020** the petitioner prays for setting-aside the judgment dated 14.01.2020 passed by learned Additional Sessions Judge, Faridabad whereby the judgment of conviction(s) and order of sentence(s) dated 06.04.2019 passed by the Court of Judicial Magistrate Ist Class, Faridabad in criminal complaint No. NACT/4895/2017, whereby the revisionist was convicted for the offence under Section 138 of Negotiable Instruments Act and sentenced to undergo simple imprisonment for nine months and also to pay compensation was affirmed/upheld and the application moved by the revisionist under Section 427 of Cr.P.C. for running of sentence concurrently was declined.

(ix) CRR-1252-2020

In **CRR-1252-2020** the petitioner prays for setting-aside the judgment dated 14.01.2020 passed by learned Additional Sessions Judge, Faridabad whereby the judgment of conviction(s) and order of sentence(s) dated 06.04.2019 passed by the Court of Judicial Magistrate Ist Class, Faridabad in criminal complaint No. NACT/5624/2017, whereby the

CRR-1241-2020 (O&M) and nine other cases**-7-**

revisionist was convicted for the offence under Section 138 of Negotiable Instruments Act and sentenced to undergo simple imprisonment for nine months and also to pay compensation was affirmed/upheld and the application moved by the revisionist under Section 427 of Cr.P.C. for running of sentence concurrently was declined.

(x) CRR-159-2021

In **CRR-159-2021** the petitioner prays for setting-aside the judgment dated 16.12.2020 passed by learned Additional Sessions Judge, Faridabad whereby the judgment of conviction(s) and order of sentence(s) dated 05.10.2019/10.10.2019 passed by the Court of Judicial Magistrate Ist Class, Faridabad in criminal complaint No. NACT/1490/2017, whereby the revisionist was convicted for the offence under Section 138 of Negotiable Instruments Act and sentenced to undergo simple imprisonment for nine months and also to pay compensation was affirmed/upheld and the application moved by the revisionist under Section 427 of Cr.P.C. for running of sentence concurrently was declined.

3. FACTS OF THE CASE**(i) CRR-1241-2020**

Briefly, the case of the respondent/complainant, referred to as the complainant, is that on the inducement and allurements of accused, the complainant had booked a plot and deposited amount of Rs. 11,12,000/- to accused no.1 company in the year 2015 under the project Emerald Homes, Sector-107, Bhiwadi, Rajasthan. The revisionists had allotted a plot no.174 measuring 139 square yards @ Rs.8,000/- per square yards. It is further

CRR-1241-2020 (O&M) and nine other cases**-8-**

submitted that at the time of booking, the accused had promised that the possession of the plot would be handed over within 15 months and also issued a receipt No.EH/RCPT/01432 dated 15.02.2015 in the name of the complainant. But after the expiry of 15 months, when the complainant requested the revisionists/accused to hand over the plot in question, then the revisionists informed that Government did not give the permission for developing the project, so, his amount would be returned very soon. After admitting his liability, accused issued a cheque bearing No. 000260 dated 15.03.2017 for Rs. 11,12,000/- in favour of the complainant but the cheque was dishonoured with the remarks of “funds insufficient”.

(ii) CRR-1245-2020

Briefly, the case of the respondent/complainant, referred to as the complainant, is that on the inducement and allurements of accused, the complainant had booked a plot and deposited amount of Rs. 11,12,000/- to accused no.1 company in the year 2015 under the project Emerald Homes, Sector-107, Bhiwadi, Rajasthan. The revisionists had allotted a plot no.139 measuring 139 square yards @ Rs.8,000/- per square yards. It is further submitted that at the time of booking, the accused had promised that the possession of the plot would be handed over within 15 months and also issued a receipt No.EH/RCPT/01427 dated 15.02.2015 in the name of the complainant. But after the expiry of 15 months, when the complainant requested the revisionists/accused to hand over the plot in question, then the revisionists informed that Government did not give the permission for developing the project, so, his amount would be returned very soon. After

CRR-1241-2020 (O&M) and nine other cases**-9-**

admitting his liability, accused issued a cheque bearing No. 000255 dated 15.10.2016 for Rs. 11,12,000/- in favour of the complainant but the cheque was dishonoured with the remarks of “funds insufficient”.

(iii) CRR-1246-2020

Briefly, the case of the respondent/complainant, referred to as the complainant, is that on the inducement and allurements of accused, the complainant had booked a plot and deposited amount of Rs. 11,12,000/- to accused no.1 company in the year 2015 under the project Emerald Homes, Sector-107, Bhiwadi, Rajasthan. The revisionists had allotted a plot no.142 measuring 139 square yards @ Rs.8,000/- per square yards. It is further submitted that at the time of booking, the accused had promised that the possession of the plot would be handed over within 15 months and also issued a receipt No.EH/RCPT/01430 dated 15.02.2015 in the name of the complainant. But after the expiry of 15 months, when the complainant requested the revisionists/accused to hand over the plot in question, then the revisionists informed that Government did not give the permission for developing the project, so, his amount would be returned very soon. After admitting his liability, accused issued a cheque bearing No. 000258 dated 15.01.2017 for Rs. 11,12,000/- in favour of the complainant but the cheque was dishonoured with the remarks of “funds insufficient”.

(iv) CRR-1247-2020

Briefly, the case of the respondent/complainant, referred to as the complainant, is that on the inducement and allurements of accused, the complainant had booked a plot and deposited amount of Rs. 11,12,000/- to

CRR-1241-2020 (O&M) and nine other cases**-10-**

accused no.1 company in the year 2015 under the project Emerald Homes, Sector-107, Bhiwadi, Rajasthan. The revisionists had allotted a plot no.186 measuring 139 square yards @ Rs.8,000/- per square yards. It is further submitted that at the time of booking, the accused had promised that the possession of the plot would be handed over within 15 months and also issued a receipt No.EH/RCPT/01437 dated 15.02.2015 in the name of the complainant. But after the expiry of 15 months, when the complainant requested the revisionists/accused to hand over the plot in question, then the revisionists informed that Government did not give the permission for developing the project, so, his amount would be returned very soon. After admitting his liability, accused issued a cheque bearing No. 000265 dated 15.06.2017 for Rs. 11,12,000/- in favour of the complainant but the cheque was dishonoured with the remarks of “funds insufficient”.

(v) CRR-1248-2020

Briefly, the case of the respondent/complainant, referred to as the complainant, is that on the inducement and allurements of accused, the complainant had booked a plot and deposited amount of Rs. 11,12,000/- to accused no.1 company in the year 2015 under the project Emerald Homes, Sector-107, Bhiwadi, Rajasthan. The revisionists had allotted a plot no.175 measuring 139 square yards @ Rs.8,000/- per square yards. It is further submitted that at the time of booking, the accused had promised that the possession of the plot would be handed over within 15 months and also issued a receipt No.EH/RCPT/01433 dated 15.02.2015 in the name of the complainant. But after the expiry of 15 months, when the complainant

**CRR-1241-2020 (O&M) and nine other cases****-11-**

requested the revisionists/accused to hand over the plot in question, then the revisionists informed that Government did not give the permission for developing the project, so, his amount would be returned very soon. After admitting his liability, accused issued a cheque bearing No. 000261 dated 15.04.2017 for Rs. 11,12,000/- in favour of the complainant but the cheque was dishonoured with the remarks of “funds insufficient”.

(vi) CRR-1249-2020

Briefly, the case of the respondent/complainant, referred to as the complainant, is that on the inducement and allurements of accused, the complainant had booked a plot and deposited amount of Rs. 11,12,000/- to accused no.1 company in the year 2015 under the project Emerald Homes, Sector-107, Bhiwadi, Rajasthan. The revisionists had allotted a plot no.177 measuring 139 square yards @ Rs.8,000/- per square yards. It is further submitted that at the time of booking, the accused had promised that the possession of the plot would be handed over within 15 months and also issued a receipt No.EH/RCPT/01435 dated 15.02.2015 in the name of the complainant. But after the expiry of 15 months, when the complainant requested the revisionists/accused to hand over the plot in question, then the revisionists informed that Government did not give the permission for developing the project, so, his amount would be returned very soon. After admitting his liability, accused issued a cheque bearing No. 000263 dated 15.05.2017 for Rs. 11,12,000/- in favour of the complainant but the cheque was dishonoured with the remarks of “funds insufficient”.

CRR-1241-2020 (O&M) and nine other cases**-12-****(vii) CRR-1250-2020**

Briefly, the case of the respondent/complainant, referred to as the complainant, is that on the inducement and allurements of accused, the complainant had booked a plot and deposited amount of Rs. 11,12,000/- to accused no.1 company in the year 2015 under the project Emerald Homes, Sector-107, Bhiwadi, Rajasthan. The revisionists had allotted a plot no.141 measuring 139 square yards @ Rs.8,000/- per square yards. It is further submitted that at the time of booking, the accused had promised that the possession of the plot would be handed over within 15 months and also issued a receipt No.EH/RCPT/01429 dated 15.02.2015 in the name of the complainant. But after the expiry of 15 months, when the complainant requested the revisionists/accused to hand over the plot in question, then the revisionists informed that Government did not give the permission for developing the project, so, his amount would be returned very soon. After admitting his liability, accused issued a cheque bearing No. 000257 dated 15.12.2016 for Rs. 11,12,000/- in favour of the complainant but the cheque was dishonoured with the remarks of “funds insufficient”.

(viii) CRR-1251-2020

Briefly, the case of the respondent/complainant, referred to as the complainant, is that on the inducement and allurements of accused, the complainant had booked a plot and deposited amount of Rs. 11,12,000/- to accused no.1 company in the year 2015 under the project Emerald Homes, Sector-107, Bhiwadi, Rajasthan. The revisionists had allotted a plot no.176 measuring 139 square yards @ Rs.8,000/- per square yards. It is further

CRR-1241-2020 (O&M) and nine other cases**-13-**

submitted that at the time of booking, the accused had promised that the possession of the plot would be handed over within 15 months and also issued a receipt No.EH/RCPT/01434 dated 15.02.2015 in the name of the complainant. But after the expiry of 15 months, when the complainant requested the revisionists/accused to hand over the plot in question, then the revisionists informed that Government did not give the permission for developing the project, so, his amount would be returned very soon. After admitting his liability, accused issued a cheque bearing No. 000262 dated 15.05.2017 for Rs. 11,12,000/- in favour of the complainant but the cheque was dishonoured with the remarks of “funds insufficient”.

(ix) CRR-1252-2020

Briefly, the case of the respondent/complainant, referred to as the complainant, is that on the inducement and allurements of accused, the complainant had booked a plot and deposited amount of Rs. 11,12,000/- to accused no.1 company in the year 2015 under the project Emerald Homes, Sector-107, Bhiwadi, Rajasthan. The revisionists had allotted a plot no.195 measuring 139 square yards @ Rs.8,000/- per square yards. It is further submitted that at the time of booking, the accused had promised that the possession of the plot would be handed over within 15 months and also issued a receipt No.EH/RCPT/01436 dated 15.02.2015 in the name of the complainant. But after the expiry of 15 months, when the complainant requested the revisionists/accused to hand over the plot in question, then the revisionists informed that Government did not give the permission for developing the project, so, his amount would be returned very soon. After

CRR-1241-2020 (O&M) and nine other cases**-14-**

admitting his liability, accused issued a cheque bearing No. 000264 dated 15.06.2017 for Rs. 11,12,000/- in favour of the complainant but the cheque was dishonoured with the remarks of “funds insufficient”.

(x) CRR-159-2021

Briefly, the case of the respondent/complainant, referred to as the complainant, is that on the inducement and allurements of accused, the complainant had booked a plot and deposited amount of Rs. 11,12,000/- to accused no.1 company in the year 2015 under the project Emerald Homes, Sector-107, Bhiwadi, Rajasthan. The revisionists had allotted a plot no.140 measuring 139 square yards @ Rs.8,000/- per square yards. It is further submitted that at the time of booking, the accused had promised that the possession of the plot would be handed over within 15 months and also issued a receipt No.EH/RCPT/01428 dated 15.02.2015 in the name of the complainant. But after the expiry of 15 months, when the complainant requested the revisionists/accused to hand over the plot in question, then the revisionists informed that Government did not give the permission for developing the project, so, his amount would be returned very soon. After admitting his liability, accused issued a cheque bearing No. 000256 dated 15.11.2016 for Rs. 11,12,000/- in favour of the complainant but the cheque was dishonoured with the remarks of “funds insufficient”.

4. PETITIONER'S SUBMISSIONS

Learned counsel for the petitioners submits that the petitioner(s) was convicted under Section 138 of the Negotiable Instruments Act, 1881, for dishonoring of cheques issued for payment of his

**CRR-1241-2020 (O&M) and nine other cases****-15-**

liability from the complainant(s) and the judgments of conviction and order of sentences passed by the learned trial Courts and upheld by the learned Appellate Court in the ten revision petitions i.e. CRR-1241-2020, CRR-1245-2020, CRR-1246-2020, CRR-1247-2020, CRR-1248-2020, CRR-1249-2020, CRR-1250-2020, CRR-1251-2020, CRR-1252-2020 and CRR-159-2021, be set aside.

Learned counsel for the petitioners further submits that the dishonor of the cheques was due to temporary financial constraints, and not due to any fraudulent or dishonest intention. He also submits that the learned trial Courts have erroneously appreciated the evidence, leading to an unjust conviction as the petitioner had a genuine intention to make the payment, but was unable to do so due to unforeseen financial difficulties. Learned counsel for the petitioner(s) respectfully contends that the sentence imposed by the trial courts is harsh and disproportionate to the circumstances, and prays that the sentence be reduced or modified in accordance with the facts of the case.

Learned counsel for the petitioner(s) further contends that a prayer for making the sentences concurrent was not allowed by the learned Appellate Court, which has caused a serious prejudice to the petitioner. He further submits that all complaints are similar in nature and pertains to two years i.e. 2020 and 2021, all the complainants are family members and close relatives and the petitioner has already undergone a total sentence of 01 month and 18 days.

5. RESPONDENT'S SUBMISSIONS

Per contra, the learned State counsel assisted by learned counsel for the complainant oppose the prayer of running the respective sentences concurrently on the ground that the petitioner(s) issued cheques, in question with the knowledge that his account had insufficient funds, which is a clear case of dishonesty. The defense raised by the petitioner(s) regarding temporary financial constraints does not absolve him of his responsibility under Section 138 of the NI Act, as the cheques were issued intentionally with an assurance that they would be honoured. Further, the learned trial Court has correctly appreciated the evidence on record while passing the respective judgments of conviction and order of sentences and as such, the same do not require any interference.

6. FINDINGS

Having heard the learned counsels for the parties and perusing the record with their able assistance, it transpires that the petitioner(s) has been convicted and sentenced separately in ten criminal complaints filed under Section 138 of the NI Act. Since, the learned Courts below have rightly appreciated all the evidence available on record while passing the respective judgments of conviction(s) and order of sentences qua the petitioner(s), therefore, this Court do not find any valid and justifiable reasons for interference in the said judgment(s). However, the petitioner(s) prays for the sentences to be ordered to have run concurrently. The

adjudication of this issue requires examination of Section 427 of the Cr.P.C, which is reproduced below:

Section 427. Sentence on offender already sentenced for another offence.

(1) When a person already undergoing a sentence of imprisonment is sentenced on a subsequent conviction to imprisonment or imprisonment for life, such imprisonment or imprisonment for life shall commence at the expiration of the imprisonment to which he has been previously sentenced, unless the Court directs that the subsequent sentence shall run concurrently with such previous sentence: Provided that where a person who has been sentenced to imprisonment by an order under section 122 in default of furnishing security is, whilst undergoing such sentence, sentenced to imprisonment for an offence committed prior to the making of such order, the latter sentence shall commence immediately.

(2) When a person already undergoing a sentence of imprisonment for life is sentenced on a subsequent conviction to imprisonment for a term or imprisonment for life, the subsequent sentence shall run concurrently with such previous sentence.

A two Judge bench of the Hon'ble Supreme Court in ***Shyam Pal and Dayawati Besoya and Another***, 2016(4) R.C.R(Criminal) 790 reaffirmed the ratio of law laid down in ***V.K. Bansal v. State of Haryana and Another***, 2013(3) R.C.R(Civil) 1052 to hold that the power bestowed upon the Courts under Section 427 of the Cr.P.C is discretionary in nature and should not be exercised in a mechanical fashion. Speaking through Justice Amitava Roy, the following was observed:

“14. The imperative essentiality of a single transaction as the decisive factor to enable the Court to direct the subsequent sentence to run concurrently with the previous one was thus underscored. It was expounded as well that the direction for

concurrent running of sentence would be limited to the substantive sentence alone.

*15. In a more recent decision of this Court in **Benson v. State of Kerala - 2016(4) RCR (Criminal) 602 : 2016(5) Recent Apex Judgments (R.A.J.) 716, Criminal Appeal No.958 of 2016 (since disposed of on 03.10.2016)** and the accompanying appeals, arising from the conviction of the appellant from his prosecution on the offences proved, this Court in the singular facts as involved and having regard to the duration of his incarceration and the remission earned by him, extended the benefit of such discretion and directed that the sentences awarded to him in those cases would run concurrently. It was noticeably recorded that the offences in the cases under scrutiny had been committed on the same day. The benefit of the discretion was accorded to the appellant therein referring as well to the observation in *V.K. Bansal (supra)* that it is difficult to lay down any straight jacket approach in the matter and that a direction that the subsequent sentence would run concurrently or not, would essentially depend on the nature of the offence or offences and the overall fact situation. Understandably, the appellant was required to serve the default sentence as awarded with the direction that if the fine imposed had not been deposited, the default sentence or sentences would run consecutively.*

16. Reverting to the facts as obtained in the present appeal, we are of the comprehension, on an appreciation thereof as well as the duration of the appellant's custody, as is evidenced by the certificate to that effect, that the appellant is entitled to the benefit of the discretion contained in Section 427 of the Code. In arriving at this conclusion we have, as required, reflected on the nature of the transactions between the parties thereto, the offences involved, the sentences awarded and the period of detention of the appellant as on date.”

This Court in **Dayal Chand v. Punjab State Warehousing Corporation, Punjab, Chandigarh and Others 2018 SCC Online P&H 7549, Ranjit Singh v. State of Punjab CRM-M-32996-2017** decided on 15.09.2017 and **Shashi Bhushan v. State of Haryana and others 2020 (1) R.C.R (Criminal) 208**, in view of the ratio laid down by the Hon’ble

CRR-1241-2020 (O&M) and nine other cases **-19-**

Supreme Court, ordered for sentences to be run concurrently. Therefore, considering the fact that the nature of the complaints are similar and that the petitioner(s) has already undergone sentence of 01 month and 18 days, this Court is of the view that ends of justice will be met if the substantive sentence of all ten criminal complaints are run concurrently.

In view of the above, judgments of conviction dated 14.01.2020 and dated 16.12.2020 in **CRR-159-2021** passed by learned Additional Sessions Judge, Faridabad are upheld, however, the sentences awarded in all ten revision petitions are ordered to run concurrently.

Needless to say, the compensation amount to be paid by the petitioner to the complainants (in all the complaint cases) shall remain intact, the complainants (respondents) in all cases would be at liberty to recover the same in accordance with law.

Present petitions are disposed of in aforesaid terms.

Pending miscellaneous applications, if any, also stands disposed of.

14.01.2025	(HARPREET SINGH BRAR)	
Ajay Goswami	JUDGE	
	Whether speaking/reasoned	Yes/No
	Whether reportable	Yes/No