



2025:DHC:11459



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision: December 12, 2025

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CRL.REV.P.(NI) 150/2025 & CRL.M.A. 31276/2025

M/S CONVEY TECH PROJECTS

.....Petitioner

Through: Mr. Rohit Kumar, Adv.

versus

M/S H.P TRADING COMPANY

.....Respondent

Through: Mr. K.K. Aggarwal, Ms.
Gayatri Aggarwal and Ms.
Sangeeta Das, Advs.**CORAM:****HON'BLE MR. JUSTICE AMIT MAHAJAN****AMIT MAHAJAN, J. (Oral)**

1. The present petition is filed challenging the order dated 28.03.2025, in CA No. 282/2023, whereby the learned Appellate Court dismissed the appeal filed by the petitioner challenging the judgment on conviction dated 21.10.2023 and order on sentence dated 25.10.2023, in Ct Case No. 2503/2019. The petitioner also challenges the said judgment on conviction and order on sentence.

2. By judgment on conviction dated 21.10.2023, the learned Trial Court convicted the petitioner for the offence under Section 138 of the Negotiable Instruments Act, 1881 ('NI Act'). By the order on sentence dated 25.10.2023, the learned Trial Court sentenced the petitioner to undergo rigorous imprisonment for a period of 4 months and to pay a fine of ₹85,000/-, and in default

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of payment of fine, to undergo further rigorous imprisonment for 2 months.

3. Briefly stated, the parties were involved in regular business dealings with each other. The complainant company/ Respondent No.2 used to raise invoices from time to time against the purchases made by Petitioner No.1 firm through Petitioner No.2 (authorised signatory and proprietor of Petitioner No.1). As per the books of accounts maintained by Respondent No.2, a sum of ₹67,402/- was payable as on 22.09.2018 along with interest. In discharge of the said liability, the subject cheque was issued by the accused petitioners, and the same was dishonoured and returned with the remark—"Funds Insufficient". Finding that the petitioners had failed to rebut the statutory presumption under Section 139 of the NI Act, they were convicted by the learned Trial Court, and the conviction was upheld by the learned Appellate Court.

4. At the outset, the learned counsel for the petitioners submits that the petitioners do not wish to press the challenge to the conviction and states that he has instructions to confine his arguments to the question of sentence.

5. He submits that the petitioners are willing to pay the fine amount, however, a lenient view may be taken in regard to the awarded sentence of imprisonment on account of Petitioner No.2 being 67 years of age and the quantum of the subject cheque.

6. The learned counsel for the respondent company opposes the plea for waiver of sentence of imprisonment by stressing upon the deterrent aspect of punishment.

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7. I have heard the counsel and perused the record.
8. As the petitioners have conceded to their conviction, the sole issue before this Court is the sentence which should be imposed upon the petitioners.
9. Section 138 of the NI Act provides for punishment for a term which may extend to two years, or with fine which may extend to twice the amount of the cheque, or with both.
10. A bare perusal of the order on sentence dated 25.10.2023 reflects that no particular deference was paid by the learned Trial Court to any mitigating circumstances in particular. Even in the order dated 28.03.2025, no observation has been made in relation to the sentence except that the petitioners had failed to point out any illegality, infirmity or impropriety in the same.
11. While this Court is conscious that mindless magnanimity will frustrate the punitive aspect of punishment, considering that the scheme of NI Act itself does not mandate necessary sentence of imprisonment, this Court is persuaded by the mitigating factors of Petitioner No.2's age as well as quantum of loss that interests of justice would be met if the petitioners are put to a higher amount of fine with no substantive sentence of carceral punishment.
12. Insofar as the quantum of fine amount is concerned, pertinently, the cheque amount in the present case was ₹67,402/- and the subject cheque was dishonored way back in the year 2018. Considering the lapse of time since the dishonour of the cheque, this Court is of the opinion that a fine amount of double the cheque amount will be appropriate in the present case.

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13. In view of the above, without interfering with the conviction, the sentence imposed on the petitioners is modified to payment of fine of ₹1,34,804/- (that is, double the cheque amount), and in default of payment of fine, to undergo rigorous imprisonment for a period of 2 months.

14. It is seen that a sum of ₹18,000/- has been deposited by the petitioner before the learned Appellate Court. The petitioner has also deposited an amount of ₹67,000/- with the Registrar General of this Court, pursuant to the directions passed by this Court by order dated 17.07.2025. Let the said amounts be released to Respondent No.2 along with any accrued interest on the strength of the present order.

15. Let the remaining fine amount (after deducting the amount so released, including interest, from the total fine amount) be paid within a period of four weeks.

16. It is made clear that Respondent No.2 company is at liberty to file appropriate proceedings in case the remaining fine amount is not paid within four weeks.

17. The present petition is disposed of in the aforesaid terms. Pending application also stands disposed of.

AMIT MAHAJAN, J

DECEMBER 12, 2025/ 'KDK'