



\$~15

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CRL.A. 650/2022, CRL.M.(BAIL) 1578/2022

SANTOSH

.....Appellant

Through: *Appearance not given.*

versus

BSES RAJDHANI POWER LTD

.....Respondent

Through: Ms. Kirti Garg, Advocate.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

%

15.05.2025

1. The present appeal, under Section 374 of the Code of Criminal Procedure, 1973,¹ assails the judgment of conviction and the order of sentence passed by the ASJ, Special Electricity Court, South West District, Dwarka Courts, New Delhi, on 2nd November, 2022 and 21st November, 2022, respectively.

2. By way of the impugned judgement of conviction, the Appellant has been convicted for the offence of theft of electricity under Section 135 of the Electricity Act, 2003² and subsequently, *vide* the impugned order on sentence the Appellant was sentenced to undergo simple imprisonment for a period of 1 and a half years and was directed to pay a fine of INR 3,99,747/- (rounded off figure), in default of which, the Appellant would be required to undergo simple imprisonment for a period of 3 months. Further, civil

¹ "Cr.P.C."

² "Electricity Act"



liability under Section 154(5) of the Electricity Act was determined by the sentencing Court at INR 2,66,498/- (rounded off figure)

3. During the course of the present proceedings, as requested by parties, they were referred to Delhi High Court Mediation and Conciliation Centre. In the said proceedings, a Settlement Agreement dated 28th November, 2024³ has been executed between the Appellant and the Respondent, whereby the dispute between the parties, in respect of civil liability imposed on the Appellant, has been settled.

4. As per Settlement Agreement, the Respondent has agreed to accept INR 2,26,560/- in lieu of the civil liability of INR 2,66,498/-, towards full and final settlement of their grievances/ losses in respect of the instant case.

5. Accordingly, the Appellant has paid the civil liability amount of INR 2,26,560/- to the Respondent, as per the Settlement Agreement. Thus, the civil liability stands paid, and no due certificate has also been issued to the Appellant. As of today, no outstanding amount remains pending and in view of the above, the Respondent has agreed not to press any criminal charges against the Appellant.

6. Counsel for the Appellant submits that, in accordance with the Settlement Agreement, since the civil liability has been discharged and a No Dues certificate has been issued, the conviction under Section 135 of the Electricity Act, along with the sentence imposed, should be set aside on the basis of the offence being compounded. To support this request, reliance is placed on orders passed by the Co-ordinate Benches of this Court in **Suresh Kumar v. BSES Rajdhani Power Ltd. & Anr.**;⁴ **Hari Prakash & Anr. v.**

³ "Settlement Agreement"

⁴ 2013 SCC OnLine Del 3066



BSES Rajdhani Power Ltd. & Anr.,⁵ Shamsuddin v. BSES Rajdhani Power Ltd.,⁶ as well as decisions of this court in Mr. Manoj Kumar v. BSES Rajdhani Power Ltd.⁷ and Rajni v. BSES Rajdhani Power Ltd.⁸

7. Keeping in view of the facts and circumstances of the case and considering the decisions of Co-ordinate Benches of this Court, the judgment of conviction dated 2nd November, 2022 and the order of sentence dated 21st November, 2022 are hereby set aside. Accordingly, the offence stands compounded, and the Appellant stands acquitted.

8. The appeal is disposed of in the above terms. Pending applications are also disposed of accordingly.

SANJEEV NARULA, J

MAY 15, 2025

nk

⁵ 2014 SCC OnLine Del 1731

⁶ 2014 SCC OnLine Del 7538

⁷ Decision dated 15th January, 2025 passed in CrI. L.A 950/2023.

⁸ Decision dated 14th March, 2025 passed in CrI. A 646/2022.