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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CRL.REV.P.(NI) 13/2024, CRL.M.A. 26921/2024, CRL.M.A.
26923/2024 & CRL.M.A. 3827/2025

ADESH TYAGI

.....Petitioner

Through: Ms. Sachi Chopra, Advocate along
with petitioner in person.

versus

POOJA KAUR

.....Respondent

Through: Mr. Nitin Bhardwaj and Ms. Aarti
Chamoli, Advocates along with
respondent in person.

CORAM:
HON'BLE DR. JUSTICE SWARANA KANTA SHARMA

ORDER
15.10.2025

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1. By way of the present petition, the petitioner seeks setting aside of the impugned judgment dated 02.09.2024, passed by the learned Special Judge (NDPS)-02, Central District, Tis Hazari Courts, Delhi in Criminal Appeal No. 29/2023, wherein, the learned Trial Court has upheld the conviction *vide* Judgment dated 22.12.2022 and Order on Sentence dated 07.01.2023, passed by the learned Metropolitan Magistrate (NI Act-02), Central District, Tis Hazari Courts, Delhi, in Complaint Case No. 7646/2017.

2. The brief facts of the case are that the accused obtained a loan of ₹25,00,000/- from the complainant's husband, Late Shri Inderjeet Singh, in two installments during May 2014 and agreed to pay ₹50,000/- per month as interest. After the demise of the complainant's husband, the accused



continued to pay interest to the complainant, being his widow, and assured repayment of the principal amount. The complainant later requested refund of the unsecured loan, whereupon the accused issued eight duly signed blank cheques as security. Subsequently, in October 2015, the accused refunded ₹5,00,000/-, reducing the principal to ₹20,00,000/-, and the monthly interest to ₹40,000/-, which was paid up to November 2015 only. Thereafter, no further payment towards principal or interest was made. In a meeting held in April 2017, it was agreed that the accused would pay ₹26,00,000/- in full and final settlement, against which he issued two cheques—Nos. 461409 and 461410, both dated 25.04.2017, drawn on Axis Bank—for ₹20,00,000/- and ₹6,00,000/- respectively. Upon presentation, both cheques were dishonoured with the remarks “Drawer’s signature differs.” A legal notice dated 08.05.2017 was duly served on the accused on 13.05.2017, but no payment was made within the statutory period. Hence, the complaint under Section 138 of NI Act was filed.

3. The petitioner was convicted for offence under Section 138 of NI Act by the learned Metropolitan Magistrate-01 (NI Act) in CC No. 7646/2017 and his conviction was upheld by the learned Special Judge (NDPS)-02 in Criminal Appeal No. 29/2023 *vide* judgment dated 30.04.2024. It is stated that during the pendency of the case, the matter has amicably been settled between both the parties before the Delhi High Court Mediation and Conciliation Centre, Delhi High Court, New Delhi *vide* Settlement Agreement dated 17.09.2025.

4. On a query made by this Court, the respondent has categorically stated that she has entered into compromise out of his own free will and without any pressure, coercion or threat. She also states that she has already



received an amount of Rs. 2,00,000/- and the remaining amount of Rs. 4,00,000/-, which is to be received as a part of the settlement, has been deposited with the learned Registrar General of this Court in the form of FDR and the same be released in favour of the respondent. Therefore, she has no objection if the present proceedings against the petitioner herein are quashed.

5. The learned counsel for the petitioner states that now he has no objection, in case, the proceedings are quashed since the parties have amicably settled the matter.

6. Though the present revision petition was filed by the petitioner assailing his conviction under Section 138 of NI Act, the matter now stands settled between the parties. As held by Hon'ble Supreme Court in catena of judgments, offence under Section 138 of NI Act can be settled and compounded at any stage under Section 147 of the Act, and when a person is allowed to compound the offence, his conviction can be set aside [See **Damodar S. Prabhu v. Sayed Babalal H:** (2010) 5 SCC 663; **K.M. Ibrahim v. K.P. Mohammed & Ors:** (2010) 1 SCC 798; **Vinay Devanna Nayak v. Ryot Sewa Sahakari Bank Ltd:** (2008) 2 SCC 305]. Since the matter has been settled between the parties and petitioner has cleared all his dues towards the respondent, there is no legal impediment in allowing the present petition.

7. Considering the overall facts and circumstances of the case and the fact that the matter has amicably been settled between the parties *vide* Settlement Agreement dated 17.09.2025 and have no objection, if the impugned order is set aside.

8. Accordingly, impugned judgment dated 02.09.2024, passed by the



learned Special Judge (NDPS)-02, Central District, Tis Hazari Courts, Delhi in Criminal Appeal No. 29/2023, as well as the judgment dated 22.12.2022 and order on sentence dated 07.01.2023, passed by the learned Metropolitan Magistrate (NI Act-02), Central District, Tis Hazari Courts, Delhi, in Complaint Case No. 7646/2017 are set aside. The amount deposited with the learned Registrar General of this Court, be released in favour of the respondent on proper receipt.

9. In view of the above, the present petition along with pending applications, stands disposed of.

10. The order be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

OCTOBER 15, 2025/VC