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

% *Date of decision: 17th January, 2025*

+ **CRL.M.C. 7583/2024 & CRL.M.A. 28975/2024 (stay)**

PRITI YADAVPetitioner

Through: Mr. Rajesh Kumar, Ms. Mishika
Pandita & Mr. Changez Khan,
Advocates.

Versus

M/S NAMAN COMMUNICATIONSRespondent

Through: None.

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+ **CRL.M.C. 7584/2024 & CRL.M.A. 28977/2024 (stay)**

PRITI YADAVPetitioner

Through: Mr. Rajesh Kumar, Ms. Mishika
Pandita & Mr. Changez Khan,
Advocates.

Versus

M/S NAMAN COMMUNICATIONRespondent

Through: None.

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+ **CRL.M.C. 7585/2024 & CRL.M.A. 28979/2024 (stay)**

PRITI YADAVPetitioner

Through: Mr. Rajesh Kumar, Ms. Mishika
Pandita & Mr. Changez Khan,
Advocates.

Versus

M/S NAMAN COMMUNICATIONSRespondent

Through: None.

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+ **CRL.M.C. 7923/2024 & CRL.M.A. 30215/2024 (stay)**



PRITI YADAV

.....Petitioner

Through: Mr. Rajesh Kumar, Ms. Mishika
Pandita & Mr. Changez Khan, Advocates.

Versus

NAMAN COMMUNICATIONS

.....Respondent

Through: None.

CORAM:**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA****J U D G M E N T (oral)****CRL.M.A. 28976/2024 (Exemption) in CRL.M.C. 7583/2024****CRL.M.A. 28978/2024 (Exemption) in CRL.M.C. 7584/2024****CRL.M.A. 28980/2024 (Exemption) in CRL.M.C. 7585/2024**

1. Exemption allowed, subject to all just exceptions.
2. The Applications stand disposed of.

CRL.M.C. 7583/2024, CRL.M.C. 7584/2024, CRL.M.C. 7585/2024, CRL.M.C. 7923/2024

3. The Petitions under Section 528 of the Bhartiya Nagarik Suraksha Sanhita, 2023 (*hereinafter referred to as 'B.N.S.S.'*) have been filed on behalf of the Petitioner, for setting aside the Impugned Order dated 24.08.2024 *vide* which learned Principal District and Sessions Judge, Central, Tis Hazari Courts, Delhi in Criminal Revision Petition No. 353/2023 has upheld the Order of the learned Metropolitan Magistrate dated 03.06.2023, which has directed deposit of Rs.10,00,000/- of the cheque amount, which was subject matter of the aforesaid four Complaints under Section 138 of the Negotiable Instruments Act, 1881, while permitting the compounding.

4. ***Briefly stated, M/s Pankaj Films and Advertising*** was a firm started



by the Petitioner, Ms. Priti Yadav, at a very young age. She started the business and entered into an Agreement dated 16.04.2008 with the Respondent/Partnership Firm for product advertisements on the T.V. Channel “Sahara Samay” for the state of Madhaya Pradesh and Chhattisgarh.

5. In lieu thereof, she gave 4 security cheques of 50 Lakhs each and on the backside of the cheque, it was endorsed “*cheque clearance subject to Agreement Clause for 1 year*”.

6. However, due to some misunderstanding the Respondent filed 4 Complaint Cases under Section 138 of the Negotiable Instruments Act, alleging dishonour of the 4 cheques of Rs. 50,00,000/- each i.e. a total amount of 2 Crore.

7. It is submitted that the parties sat together and resolved the misunderstanding amicably and the Respondent orally agreed to simply withdraw the Complaints, without any terms and conditions or specific consideration.

8. Consequently, as recorded in the Order dated 03.06.2023, on the Statement of the Respondent’s Counsel that the matter has been settled between the parties the Petitions were disposed of. However, the learned Metropolitan Magistrate ***directed deposit of 5% of the cheque amounts (i.e. a total of Rs. 10,00,000/-) in Delhi Legal Services Authority (for short ‘DLSA’).***

9. Aggrieved by the above direction, a Revision Petition was filed before the learned ASJ, which was disposed *vide* Impugned Order dated 24.08.2024 by observing that as per Case of Damodar S.Prabhu vs. Sayed Baba Lal,



(2010) 5 SCC 663, in cases of compounding 10% of the cheque amount was to be deposited with the DLSA. Thus, the learned Metropolitan Magistrate has already directed 5% of the cheque amount to be paid, there was no illegality in the Impugned Order and the Revision Petition was dismissed.

10. Aggrieved by the above Order dated 24.08.2024, the Present Revision Petitions, have been filed seeking waiver of the condition of deposit of 5% of the total cheque amount, in the DLSA.

11. *Learned counsel has explained* that there was a business, which was started by the Petitioner *herein* and she had entered into an Agreement with the Respondent. Four security cheques had been given with an endorsement behind it that the *cheque clearance subject to Agreement Clause for 1 year*. There are specific averments made in the Agreement that the cheques got presented only after misunderstanding. Even though, there were security cheques, the compounding has been done resulting in simplicitor withdrawal, with no payments made by the Petitioner. It is further submitted that the Petitioner is in financial crises and not in a position to deposit 5% of the cheque amount i.e. Rs.10,00,000/-. A prayer is made that the directions to the Petitioner, to deposit 5% of the cheque amount, be dispensed with.

12. Submissions heard and record perused.

13. The record shows that the compounding of all the four cases had been done simplicitor on the statement of the learned counsel for the Complainant, who had stated that the Complaints be disposed of as they stand compounded.

14. There are specific averments of the Petitioner that the withdrawal was simplicitor after clearing of the misunderstanding between the parties and



neither was any amount to be paid under the cheques nor was the settlement for any consideration.

15. In the Case of Imran vs. State (NCT of Delhi) and Anr., 2019 SCC OnLine Del 9838, where the accused was auto rickshaw driver and not in a position to pay the any amount, the Court had waived off the condition of depositing of the part-amount in DLSA.

16. In the present case, considering the peculiar situation where essentially the Complaint cases have been withdrawn by the Complainant without any consideration, ***the condition of deposit of 5% with DLSA by the Petitioner/accused is hereby waived.***

17. The Petitions are accordingly disposed of along with the pending Application(s), if any.

**(NEENA BANSAL KRISHNA)
JUDGE**

JANUARY 17, 2025/RS