$~28 & 29

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

\+ CRL.REV.P. 284/2024, CRL.M.A. 6512/2024 & CRL.M.A. 374/2025

SHRI SURENDER RANA .....Petitioner

Through: Mr. K. Sunil and Ms. Jahanvi Kapoor, Advocates alongwith petitioner in person

versus

STATE OF NCT OF DELHI & ANR. .....Respondents

Through: Mr. Nawal Kishore Jha, APP for the State with Mr. Siddharth Shankar Jha, Advocate
Respondent no. 2 in person

(29)

\+ CRL.REV.P. 285/2024, CRL.M.A. 6371/2024 & CRL.M.A. 373/2025

SHRI SURENDER RANA .....Petitioner

Through: Mr. K. Sunil and Ms. Jahanvi Kapoor, Advocates alongwith petitioner in person

versus

STATE OF NCT OF DELHI & ANR. .....Respondents

Through: Mr. Nawal Kishore Jha, APP for the State with Mr. Siddharth Shankar Jha, Advocate
Respondent no. 2 in person

CORAM:
HON'BLE DR. JUSTICE SWARANA KANTA SHARMA

O R D E R

% **23.12.2025**

1. By way of the present petitions, the petitioner seeks setting aside of the impugned order dated 20.11.2023, passed by the learned Additional Sessions Judge-05, Central District, Tis Hazari Court, Delhi in Crl Appeal Nos. 106/2021 & 105/2021 and all consequential proceedings emanating therefrom.

2. The petitioner and respondent no. 2 are present before this Court and have been identified by their counsel.

3. Brief facts of the case are that the present petitioner had approached the complainant in the first week of December 2013 for financial assistance and at the request of the petitioner, respondent no. 2/ complainant had given a friendly loan of Rs. 2 lacs on 26.12.2013 on the assurance of the petitioner that the same will be returned on or before 05.08.2014. It was further stated that the petitioner issued a post dated cheque bearing no. 620214 dated 05.08.2014 drawn on Punjab National Bank, Asaf Ali Road Branch, Delhi. It was further stated by the respondent no 2, in the criminal complaint, that the petitioner also executed a receipt-cum-undertaking of the even date acknowledging the receipt of the above said friendly loan as well as the issuance of the post dated cheque. It was further stated that it was mutually agreed in between the respondent no. 2 and the petitioner in writing that in case the petitioner failed to pay the said sum within the agreed period, then, the petitioner shall be liable to pay interest @ 24 % per annum to the respondent no. 2/complainant from the date of granting of the loan which was 26.12.2013 till the realization thereof. It was further stated that upon the expiry of the agreed period, the loan was not repaid and as such, the

respondent no. 2 presented the cheque in question to State Bank of India, Tis Hazari Courts, Delhi but the cheque was dishonoured with the remarks *"Account Closed"* on 09.08.2014. It was further stated that the respondent no. 2/complainant issued a legal demand notice on 11.08.2014 to the petitioner herein but despite the service of the legal notice, the amount was not repaid and hence, the complaint case u/s 138 of the NI Act was instituted by the complaint against the petitioner herein.

4. The petitioner was convicted for offence under Section 138 of NI Act by the learned Metropolitan Magistrate, Central (NI Act-04), Tis Hazari Court in CC No. 519582/2016 and CC No. 520841/2016 and his conviction was upheld by the learned Additional Sessions Judge-05 in Crl. Appeal No. 106/2021 and Crl. Appeal No. 105/2021 *vide* order dated 20.11.2023. It is stated that during the pendency of the case, the matter has amicably been settled between both the parties in Delhi High Court Mediation and Conciliation Centre, Delhi High Court *vide* Settlement Agreement dated 22.08.2025.

5. On a query made by this Court, the respondent no. 2 has categorically stated that he has entered into compromise out of his own free will and without any pressure, coercion or threat. He also states that he has received the entire amount as per the said settlement agreement. Therefore, he has no objection if the present proceedings against the petitioner herein are quashed.

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 respondent has received the entire payment due to him as per Settlement Agreement dated 22.08.2025 and has no objection, if the impugned order is set aside; accordingly, the impugned order dated 20.11.2023, passed by the learned Additional Sessions Judge-05, Central District, Tis Hazari Court, Delhi in Crl Appeal Nos. 106/2021 & 105/2021, as well as the order dated 05.04.2021, passed by the learned Metropolitan Magistrate, Central (NI Act-04), Tis Hazari Court in CC No. 519582/16 and CC No. 520841/2016 are set aside.

8. In view of the above, the present petitions stand disposed of.

9. The order be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

DECEMBER 23, 2025/ns