



\$~24

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

+ **CRL.REV.P. 1323/2024 & CRL.M.(BAIL) 1974/2024**

AAKRITI BUILDSYS PVT LTD. & ANR.

.....Petitioners

Through: Mr. K.K. Sharma, Mr. Mohit Sharma
and Mr. Tushar Batra, Advocates

versus

STATE NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Rajkumar, APP for the State
Mr. Rupak Srivastava and Mr. Deepak
Kapoor, Advocate for R-2

CORAM:

HON'BLE DR. JUSTICE SWARANA KANTA SHARMA

ORDER

%

27.05.2025

1. By way of the instant petition, the petitioners seek setting aside of the judgment dated 25.07.2023 passed by the learned Additional Sessions Judge-05, South District, Saket Courts, Delhi in CA No. 317/2019, whereby judgment dated 03.07.2019 passed by learned Metropolitan Magistrate (South)-01, NI Act, Saket Courts, New Delhi in CC No. 4169/2017 was upheld.
2. The learned counsel appearing for the petitioners inform this Court that the petitioner is on bail in the present case.
3. Brief facts, as discernible from the record, are that the complainant is engaged in the business of manufacturing and supplying Unimet Profile



Metal Sheets. The present complaint had been filed by Sh. Brij Mohan Gola, Account Officer of the complainant company. The accused had placed a Purchase Order dated 10.01.2017 for supply of Profiled GI Decksheet, pursuant to which the complainant had supplied the material and raised Invoice No. 262 dated 18.01.2017 for ₹12,22,836/-, duly acknowledged by the accused. Towards discharge of this liability, the accused issued a cheque bearing No. 030995 dated 05.02.2017 for ₹12,00,000/-, drawn on Corporation Bank, Patparganj Branch, New Delhi. Upon presentation, the cheque was dishonoured for “Funds Insufficient” as per return memo dated 22.03.2017. A legal notice dated 27.03.2017 was duly served upon the accused, but no payment was made within the statutory period. Thus, the present complaint under Section 138 of the Negotiable Instruments Act, 1881 was filed.

4. The petitioner herein was convicted by the learned Trial Court *vide* judgment dated 03.07.2019. The petitioner had then preferred appeal (CA No. 317/2019) against his conviction before the learned Sessions Court, which was also dismissed *vide* impugned judgment dated 25.07.2023. Aggrieved by the same, the petitioner had preferred the present revision petition.

5. However, it is stated that during the pendency of the present petition, both the parties have arrived at an amicable settlement, voluntarily. A copy of the Memorandum of Understanding (MoU) has been placed on record. The parties were able to reach a compromise and they state that they will remain bound by the said MoU, which has been executed between themselves.

6. On a query made by this Court, respondent no. 2, who has been



identified by his counsel, has categorically stated that he has agreed to compromise out of his own free will and without any pressure, coercion or threat. Further, it is also stated by respondent no. 2 that the entire dispute has been amicably settled/compromised between the parties and respondent no. 2 has received the entire amount in terms of the MoU and therefore, respondent no. 2 has no objection if the said case is compounded.

7. In the case at hand, the parties have amicably resolved their differences on their own free will, and without any coercion, and thus, no useful purpose will be fulfilled by continuing the proceedings, rather the same would create further acrimony between them. It is also a settled law that the offence under Section 138 of NI Act can be settled and compounded at any stage and when a person is allowed to compound the offence, his conviction can be set aside as per judgment passed in ***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 respondent, there is no legal impediment in allowing the present petition.

8. Accordingly, impugned judgments dated 25.07.2023 passed by the learned Additional Sessions Judge-05, South District, Saket Courts, Delhi in CA No. 317/2019 judgment dated 03.07.2019 passed by learned Metropolitan Magistrate (South)-01, NI Act, Saket Courts, New Delhi in CC No. 4169/2017 are set aside.

9. Accordingly, the present petition along with pending applications, if any, stands disposed of.

10. Bail bonds stand cancelled and the surety stands discharged.



11. The order be uploaded on the website forthwith.

MAY 27, 2025/ns

DR. SWARANA KANTA SHARMA, J

Click here to check corrigendum, if any