IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

Cr.MP(M) No.1841 of 2026
Date of Decision: 30.10.2026

Kuldeep Singh ...Petitioner

Versus

Rajesh ...Respondent

Coram
Hon'ble Mr Justice Chirag Bhanu Singh, Judge.
Whether approved for reporting?[1]

For the Petitioner : Ms. Ruchika Khachi, Advocate.

For the Respondent : Ms. Tim Saran, Advocate.

Chirag Bhanu Singh, Judge (Oral)

Cr. MP(M) No.1841 of 2026

Notice. Ms. Ruchika Khachi, Advocate, appears and waives service of notice on behalf of the non-applicant/respondent.

2. No reply is intended to be filed on behalf of the non-applicant/respondent.

3. Learned counsel for the respondent has no objection if the delay is condoned.

[1] Whether reporters of Local Papers may be allowed to see the judgment? Yes.

4. For the reasons stated in the application and more so keeping in view the fact that the parties having compromised the matter and the submissions made by learned counsel for the parties, the delay of 253 days' in filing the revision is condoned.

The application is allowed and disposed of.

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(Cr. RST/8492/2026)

5. **Be registered.**

6. The petitioner has preferred the present revision assailing the judgment passed by the Additional Sessions Judge (I), Solan, District Solan, H.P., in Criminal Appeal No. 114-S/10 of 2023, dated 06.10.2025, whereby the judgment of conviction dated 27.05.2023 and order of sentence dated 03.06.2023 passed by the learned Judicial Magistrate First Class, Court No.1, Solan, District Solan, H.P., in Criminal Case RBT No.249/3 of 2014, stands affirmed under Section 138 of the Negotiable Instruments Act (NI Act), whereby the petitioner stands convicted and sentenced to undergo simple imprisonment for six months and to pay compensation of Rs.60,000/- (Rs. Sixty thousand Only) to the complainant.

7. At this stage, the petitioner has preferred an application Cr.MP No.4857 of 2026 under Section 147 of the Negotiable Instruments Act to compound the offence, as the lis stands compromised between the parties. The petitioner has agreed to pay an amount of Rs.60,000/- towards the full and final settlement of the claim. In this regard, a compromise deed (Annexure P-1) has been placed on record.

8. Learned counsel appearing for the respondent/complainant submits that the matter has been settled between the parties and in pursuance thereto, an amount of Rs.36,000/- stands paid to the respondent/complainant in cash at the time of the execution of the compromise deed dated 10.10.2026 (Annexure P-1) and the balance amount of Rs.24,000/- is lying deposited before the learned trial Court.

9. Seemingly, the parties have now buried the hatchet once and for all. Parties are also present in person today in the Court. They vouch for the compromise so arrived at between them.

10. Since the parties have not only settled the matter but the respondent/complainant has also received the full and final settlement of the claim, the revision deserves to be

allowed and the petitioner/accused is entitled to be acquitted. In this behalf, reliance can be placed on the judgment passed by the Hon'ble Supreme Court in the case titled as ***K.M. Ibrahim versus K.P. Mohammed and another, (2010) 1 SCC 798.***

11. It would be apposite to reproduce para-9 of the ***K.M. Ibrahim's case***, which reads as under:-

> *"9. The golden thread in all these decisions is that once a person is allowed to compound a case as provided for under Section 147 of the Negotiable Instruments Act, the conviction under Section 138 of the said Act should also be set aside. In the case of Vinay Devanna Nayak (supra), the issue was raised and after taking note of the provisions of Section 320 Cr.P.C., this Court held that since the matter had been compromised between the parties and payments had been made in full and final settlement of the dues of the Bank, the appeal deserved to be allowed and the appellant was entitled to acquittal. Consequently, the order of conviction and sentence recorded by all the courts were set aside and the appellant was acquitted of the charge leveled against him."*

12. It is thus crystal clear that, keeping in view the mandate of the aforesaid judgment and the provisions of Section 147 of the N.I. Act, there is no bar for the parties in compounding the offence under the provisions of Section 138 of the Negotiable Instruments Act, even at the stage of present proceedings.

13. Keeping in view the aforesaid circumstances, emerging on record and the matter having been compromised, parties are allowed to compound the offence. However, an amount of Rs.24,000/- lying deposited before the learned trial Court shall be released in favour of the respondent/complainant.

14. In view of the discussion, the judgments passed by the learned Courts below are quashed and set aside. The petitioner/accused is acquitted of the charges. The bail bond stands discharged. The learned trial Court is directed to release the amount lying in deposit before it to the respondent/complainant.

15. Accordingly, the petition stands disposed off in the aforesaid terms, so also pending application(s), if any.

(Chirag Bhanu Singh)
Judge

October 30, 2026
(Subhash sharma)