



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

135 (2 cases)

Date of Decision: 17.03.2026

1. CWP-5660-2026

M/S KALU RAM SUKHDEV RAJ

...Petitioner

Versus

NATIONAL LOK ADALAT AMRITSAR AND OTHERS

...Respondents

And

2. CWP-5679-2026

M/S KALU RAM SUKHDEV RAJ

...Petitioner

Versus

NATIONAL LOK ADALAT AMRITSAR AND OTHERS

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present:- Mr. Lovish Rattan, Advocate for petitioner

JAGMOHAN BANSAL, J. (ORAL)

1. As common issues are involved in the captioned petitions, with the consent of both sides, the same are hereby disposed of by this common order. For the sake of brevity and convenience, facts are borrowed from **CWP-5660-2026**.

2. The petitioner through instant petition under Articles 226/227 of the Constitution of India is seeking setting aside of order dated 06.01.2023 vide which complaint filed by it was dismissed as withdrawn. It is further seeking restoration of aforesaid complaint.



3. The petitioner is engaged in the business of supplying Pooja Patti (paper cutting). It supplied material to Respondent No.2 who issued cheque No.000330 for Rs.9,71,072/- towards partial discharge of debt. Cheque was dishonoured with remarks "*Payment Stopped by drawer*". Petitioner filed complaint under Section 138 of Negotiable Instrument Act, 1881 (for short '1881 Act'). Matter was referred to Lok Adalat on account of compromise entered into between the parties. Statements of parties were recorded on oath. In compliance of compromise, respondent transferred Rs.4,00,000/- via Bank transfer and handed over 32 post-dated cheques of Rs.50,000/- each for remaining sum of Rs.16,00,000/-. Petitioner withdrew the complaint filed under Section 138 of 1881 Act and respondent No.2 stood acquitted vide order dated 06.01.2023 passed by Learned JMIC, Amritsar. Eight cheques issued by respondent in furtherance of compromise were encashed but rest stood dishonoured. Petitioner filed application before JMIC, Amritsar for revival of its complaint which has been dismissed on account of lack of provision in Cr.P.C. as well 1881 Act and dismissal of complaint as withdrawn without any permission of Court.

4. Learned counsel for the petitioner submits that respondent has not honoured compromise, thus, his complaint filed under 1881 Act should be restored.

5. Heard the arguments and perused the record.

6. From the perusal of impugned order dated 09.12.2025 and 06.01.2023, it is evident that petitioner entered into compromise with respondent and on the basis of compromise his complaint was dismissed as withdrawn. The respondent paid him a sum of Rs.4,00,000/- as upfront money



towards settlement and 32 cheques of Rs.50,000/- each. It presented cheques to Bank and eight were encashed. The petitioner has already received Rs.8,00,000/- in view of compromise deed which indicates that petitioner as well as respondent has already acted upon said compromise deed. The petitioner has remedy to file complaint under Section 138 of 1881 Act with respect to cheques handed over by respondent. By no stretch of imagination, it can be inferred that compromise was not voluntary and award was passed contrary to consent of the petitioner.

7. This Court does not find any factual or legal infirmity in the impugned order warranting interference.

8. In the wake of above discussion and findings, this Court is of the considered opinion that these petitions deserve to be dismissed and are accordingly dismissed.

9. Pending Misc. application(s), if any, shall also stand disposed of.

(JAGMOHAN BANSAL)
JUDGE

17.03.2026
SDK

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No