



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

238

CRR-649-2018

Date of decision: 21.04.2026

RAJINDER KUMAR

.....Petitioner

VERSUS

KRISHAN LAL AND ANOTHER

.....Respondent

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present :- Mr. Yogesh Aneja, Advocate
for the petitioner.

Mr. Akash Sheoran, Advocate (Legal Aid Counsel)
for the respondent.

VINOD S. BHARDWAJ, J. (Oral)

Challenging the convictions concurrently, firstly vide judgment dated 01.09.2016 passed by the Court of Chief Judicial Magistrate, Fazilka in Case No. 227-2 of 20.07.2015, CIS No. NACT-215/2015 in complaint titled "*Krishan Lal versus Rajinder Kumar*" under Section 138 of the Negotiable Instruments Act, 1881, and sentenced to undergo rigorous imprisonment for a period of one year with a fine of Rs. 2000/- and in default of payment of fine to further undergo imprisonment for a period of one month and secondly vide the judgment dated 06.12.2017 passed by the Additional Sessions Judge, Fazilka in Criminal Appeal No. 88 dated 22.09.2016, CIS No. CRA-441 of 2015, the present revision petition has been filed. The matter came up for hearing on 23.08.2018 when the following order was passed:-

“Report dated 28.05.2018 has been received from the Mediation & Conciliation Centre of this Court, according to which, the parties have amicably settled the dispute between them. A settlement dated 28.05.2018 has also been annexed with the report, according to which, the petitioner has to pay a sum of Rs.1,50,000/- against the cheque amount of Rs. 2 lacs, in two equal installments of Rs.75,000/- each. The first installment of Rs.75,000/- was to be paid today. However, learned counsel for the petitioner submits that the petitioner has been arrested meanwhile and there is no other male member in the family to arrange funds. He prays for suspension of sentence of the petitioner and 10 days' time from today to make payment of the first installment of Rs. 75,000/-.

Learned counsel for the complainant has no objection, in case the time is extended and the sentence is suspended.

In view of the above, sentence of the petitioner is suspended during the pendency of the revision petition. It is directed that he be released on bail on his furnishing bail and surety bonds subject to the satisfaction of the Chief Judicial Magistrate/Duty Judicial Magistrate, Fazilka.

Adjourned to 04.09.2018.

Meanwhile, the petitioner shall comply with commitment to pay Rs.75,000/- within 10 days from today.

2. It is thus evident that the dispute *inter se* between the parties had been settled before the Mediation and Conciliation Centre of this Court. As against the cheque of Rs. 2 lakhs, the settlement arrived at was that a sum of Rs.1,50,000/- would be paid in two equal installments of Rs. 75,000/- each.

3. The matter was thereafter taken up on 04.09.2018 when the balance amount of Rs. 75,000/- had been also paid. He thus contends that while Rs. 75,000/- was paid pursuant to the order of 23.08.2018, the balance

amount of Rs. 75,000/- was paid as per the proceedings dated 04.09.2018. He contends that thereafter, the matter was taken up on 11.01.2019, when the following order was passed:-

“Learned counsel for the petitioner submits that the settlement stands complied with and the entire amount due under the settlement stands paid. He, however, seeks four weeks' time to deposit 15% of the cheque amount in favour of the High Court Legal Services Committee in view of the judgment of the Supreme Court in Damodar S. Prabhu vs. Sayed Babalal, 2010(5) SCC 663.

Adjourned to 08.03.2019.”

4. It is contended that in compliance thereto, the petitioner deposited the sum of Rs. 30,000/- i.e. 15 % of the cheque amount, which is specifically recorded in the order dated 10.05.2019 which reads thus:-

“In terms of order dated 11.01.2019, the petitioner has already deposited a sum of Rs.30,000/- i.e. 15% of the cheque amount.

Learned counsel representing the petitioner contended that the parties have otherwise settled the matter. The respondent-complainant has already received the payment but not coming forward.

In view of the above, let notice to the respondent-complainant as well his counsel be issued.

Adjourned to 31.07.2019.”

5. It is contended that not only the entire cheque amount has been paid by the petitioner but also the additional 15% of the cheque amount in terms of the judgment of Hon'ble Supreme Court in the matter “*Damodar S. Prabhu versus Sayed Babalal*”, reported as **2010(5) SCC 663** in force on the said date.

6. Learned legal Aid Counsel for the respondent is not in a position to dispute the orders that have been relied upon by the Counsel for the petitioner herein.

7. Learned Counsel appearing on behalf of the petitioner contends that he does not wish to press the instant petition on merits and merely confines his prayer to reduction in the sentence that has been awarded.

8. Having heard learned Counsel appearing on behalf of the respective parties and taking into consideration that the dispute pertains to the year 2015 and already a period of more than 10 years has passed since the commencement of the proceedings and also noticing that the entire amount alongwith 15% amount of the cheque has already been deposited, the present petition is partly allowed. While the judgment of conviction, as affirmed by the Additional Sessions Judge, Fazilka is upheld, the sentence awarded to the petitioner is reduced to the period already undergone.

APRIL 21, 2026
Vishal Sharma

(VINOD S. BHARDWAJ)
JUDGE

Whether speaking/reasoned	:	Yes/No
Whether Reportable	:	Yes/No