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

+ CRL.REV.P.(NI) 15/2026, CRL.M.(BAIL) 149/2026

REENA RANI DAS

.....Petitioner

Through: Mr. Niraj Kumar Jha, Advocate along  
with petitioner (in-person)

versus

BALJEET SINGH

.....Respondent

Through: Mr. Sagar Sehrawat, Advocate.

**CORAM:**

**HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI**

**ORDER**

% **22.01.2026**

**CRL.M.A. 2354/2026 (exemption)**

Exemption granted, subject to just exceptions.

The application stands disposed-of.

**CRL.REV.P.(NI) 15/2026 & CRL.M.(BAIL) 149/2026 (suspension of sentence)**

By way of the present revision petition filed under section 442 and 438 of the Bharatiya Nagarik Suraksha Sanhita 2023, the petitioner impugns judgment dated 12.01.2026 passed by the learned Additional Sessions Judge (FTC), South-West District, New Delhi in appeal bearing CA No.26/2025, whereby the learned sessions court has dismissed the appeal against judgment of conviction dated 06/22.11.2024 and sentencing order dated 19.12.2024 passed by the learned Judicial Magistrate First Class (NI Act), Digital Court-01,



South-West, Dwarka Courts, New Delhi in complaint bearing CC No.10982/2021.

2. *Vide* judgment dated 06/22.11.2024, the petitioner was convicted under section 138 of the Negotiable Instruments Act, 1881 ('NI Act') by the learned JMFC; and by sentencing order dated 19.12.2024, the petitioner was sentenced to undergo simple imprisonment of 02 months alongwith fine of Rs.3,94,500/- to be paid as compensation to the respondent (complainant) within 30 days, with a default sentence of simple imprisonment for 01 month.
3. The petitioner is present in court.
4. The parties are stated to have settled their disputes by way of Memorandum of Understanding ('MoU') dated 19.01.2026.
5. Under the MoU the petitioner was liable to pay to the respondent a total sum of Rs.04 lacs. As narrated in clauses 1.1 and 1.2 of the MoU, the sum of Rs.3,20,000/- has been paid by the petitioner by way of 02 demand drafts; and the remaining sum of Rs.80,000/- is to be released in favour of the respondent, since that sum is lying deposited with the learned sessions court as per the mandate of section 148 of the NI Act.
6. The respondent is represented. Learned counsel for the respondent confirms that the parties have settled the matter *vidé* MoU dated 19.01.2026, the terms of which settlement have also been acted-upon. Counsel however submits, that in addition to the settlement amount of Rs. 4,00,000/-, the petitioner should also be burdened with additional costs of 15% of the cheque amount.



7. However, considering that the respondent has already settled the matter with the petitioner on the terms contained in MoU dated 19.01.2026, which MoU has also been acted-upon, this court does not consider it justified for the respondent to now claim any additional sum from the petitioner.
8. However, keeping in view the terms of the settlement, the learned sessions court is directed to release in favour of the respondent the sum of Rs.80,000/- lying deposited there by way of an FDR alongwith upto-date interest.
9. Let the needful be done within 02 weeks of the respondent approaching the learned sessions court for the purpose.
10. In view thereof, judgment of conviction dated 06/22.11.2024 and sentencing order dated 19.12.2024 passed by the learned JMFC, as well as judgment dated 12.01.2026 passed by the learned ASJ are set-aside. The petitioner is acquitted of the offence under section 138 of the NI Act.
11. Petition is disposed-of in the above terms.
12. Pending applications, if any, stand disposed-of.

**ANUP JAIRAM BHAMBHANI, J**

**JANUARY 22, 2026**

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