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

% ***Date of Decision: 10th February, 2026***

+ CRL.REV.P. 88/2016
WAZID ALI KHAN & ANR.

.....Petitioner

Through: Mr. Nipun Joshi, Advocate.

versus

OM PRAKASH GARG

.....Respondent

Through: Mr. Anjul Sharma and Mr. Siddharth
Bhardwaj, Advocates.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

JUDGMENT (oral)

1. Petitioners are accused in a complaint filed under Section 138 of *Negotiable Instruments Act, 1881*.
2. The abovesaid complaint was allowed, whereby the petitioners were held guilty for committing offence under Section 138 *vide* judgment dated 05.10.2015 passed by the concerned Magisterial Court. The order on sentence was passed on 20.10.2015, whereby petitioner No.1 herein was sentenced to Simple Imprisonment (SI) for a period of six months and was directed to pay a fine of Rs.84,70,000/- as compensation to the complainant-Mr. Om Prakash Garg (respondent herein) under Section 357 (3) Cr.P.C. and in default of payment of such compensation, to undergo SI for further period of two months.
3. The abovesaid orders were assailed by the petitioners by filing an appeal before the Court of Sessions.



4. Such appeal was registered as Criminal Appeal No.37/2015 and even such appeal was dismissed by the learned Court of Sessions on 25.01.2016, with no change in the order on sentence.
5. Petitioner No.1 i.e. Mr. Wazid Ali Khan, was directed to be taken in custody so that he serves the sentence of imprisonment, as imposed upon him.
6. Feeling aggrieved, the present petition has been filed.
7. During the pendency of the present petition, the sentence of petitioner No.1 was suspended, after he had already undergone sentence for a period of one month approximately. He was also directed to deposit 1/3rd of the total amount with the Registrar General of this Court.
8. Fact, however, remains that the parties were able to settle their disputes and the respondent herein i.e. complainant had agreed to accept a sum of Rs.61,24,000/- towards full and final settlement of all his claims involved in the abovesaid complaint.
9. The cheque amount was also, reportedly, of Rs.61,24,000/-.
10. Though the petitioners had agreed to make payment of the abovesaid amount latest by 30.04.2017, admittedly, they have taken much more time, in clearing the abovesaid amount. In fact, it was, eventually, cleared in the year 2025 only.
11. The aspect with respect to compensation for delayed payment has already been left open.
12. Both the sides have been heard with respect to compensation for the delayed payment and both the parties have agreed to amicable resolution and as per settlement, the petitioner has handed over cheques worth Rs.8,00,000/- to the respondent herein, towards final compounding of the matter.
13. The photocopies of such cheques have been retained on record.



14. The petitioner has given undertaking to this Court that all such cheques would be duly encased on its presentation and he also states that, in case, any cheque is returned/dishonoured or unpaid for any reason whatsoever, he would make himself liable for committing contempt of the Court.

15. All such cheques have been accepted by the respondent who submits that the present petition may be disposed of, as amicably settled. His counsel, however, submits that in case any cheque is returned/ dishonoured, liberty may be granted to the respondent to revive the present proceedings.

16. The present petition is, accordingly disposed of in terms of the abovesaid settlement and complaint in question stands compounded.

17. Respondent would be, however, at liberty to revive the present proceedings in case, any such cheque is returned/dishonoured.

(MANOJ JAIN)
JUDGE

FEBRUARY 10, 2026/ss/sa