IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Date of decision: 24th September, 2025

1. CRR-1684-2023

Navneet Aggarwal

...Petitioner

Versus

Vaibhav Bhalla

...Respondent

2. CRR-2290-2023

Vaibhav Bhalla

...Petitioner

Versus

Navneet Aggarwal

...Respondent

3. CRR-1678-2023

Navneet Aggarwal

...Petitioner

Versus

Vaibhav Bhalla

...Respondent

4. CRR-2286-2023

Vaibhav Bhalla

...Petitioner

Versus

Navneet Aggarwal

...Respondent

5. CRR-1682-2023

Navneet Aggarwal

...Petitioner

Versus

Vaibhav Bhalla

...Respondent

6. CRR-2291-2023

Vaibhav Bhalla

...Petitioner

Versus

Navneet Aggarwal

...Respondent

7. CRR-1669-2023

Navneet Aggarwal

...Petitioner

Versus

Vaibhav Bhalla

...Respondent

8. CRR-2317-2023

Vaibhav Bhalla

...Petitioner

Versus

Navneet Aggarwal

...Respondent

CORAM: HON'BLE MRS. JUSTICE MANISHA BATRA

Present: Mr. Sanjay Kaushal, Senior Advocate with
Mr. A.P. Setia, Advocate and
Mr. Ankit Rana, Advocate for the petitioner.

Respondent in person with
Mr. Yogesh Goel, Ms. Ashima Teria and
Ms. Ankita Jamwal, Advocates.

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MANISHA BATRA, J (ORAL):-

The aforementioned petitions bearing CRR Nos. 1669-2023, 1678-2023, 1682-2023 and 1684-2023, have been filed by the accused, whereas the petitions bearing CRR Nos. 2286-2023, 2290-2023, 2291-2023 and 2317-2023 have been filed by the complainant making challenge to the judgments dated 14.10.2019 passed by the Court of Judicial Magistrate Ist Class, Ludhiana in four criminal complaints bearing Nos. 8539 of 2017,

8563 of 2017, 8565 of 2017 and 8577 of 2017, respectively, whereby the accused had been held guilty under Section 138 of Negotiable Instruments Act, 1881 (For short, '*NI Act*') and had been sentenced to undergo rigorous imprisonment for two years and to pay compensation in each complaint. Challenge is further made to the judgments dated 15.07.2023 passed by the Court of learned Additional Sessions Judge, Ludhaina/Appellate Court thereby dismissing the appeals filed by the accused and partly allowing the apeals filed by the complainant.

2. As all the above named revision petitions have arisen out of the judgments passed by the trial Magistrate in four complaints filed under Section 138 of NI Act by the same complainant against the same accused and qua the cheques which were part of the same transaction and ave on similar facts as the judgments passed by the learned Appellate Court are also on the same point, hence, these petitions are taken up and heard together and are being decided by this common judgment.

3. For the sake of continuity and coherence, hereinafter the parties shall be referred to as per their original nomenclature as given in the complaints and at the time of trial.

4. Brief facts of the case relevant for the purpose of disposal of these revision petitions are that the aforementioned four criminal complaints were filed by the complainant-Vaibhav Bhalla through his power of attorney holder Vishal Bhalla against the accused Navneet Aggarwal, on the allegations that he was dealing in business of ready-made garments. The accused, who was carrying on business under the name and style of AIP Industries had approached the complainant with request for grant of loan to

the tune of Rs. 20,00,000/- for his business requirements. The complainant had advanced the aforementioned amount to him through a cheque No. 510141 dated 08.11.2016. The accused had agreed to pay composite interest on the loan amount. Out of the principal amount, the accused returned a sum of Rs. 11,00,000/- to the complainant and on demanding the remaining amount by the complainant, he had issued four cheques bearing Nos. 636351, 636615, 636616 and 636617 total amounting to Rs. 9,00,000/- in order to discharge his legally enforceable liability towards the complainant, in relation to the loan so advanced by assuring that the cheques would be honoured. However, these cheques were dishonoured with the remarks "insufficient funds". The complainant issued statutory notices calling upon the accused to pay the amount of the above mentioned cheques but the latter failed to do so thereby compelling the complainant to file the aforementioned complaint.

5. After presentation of the complaints, preliminary evidence was adduced in all the complaints and on finding a *prima facie* case for commission of offence punishable under Section 138 of NI Act against the accused, processes were issued against him. On his appearance, notice of accusation was served upon the accused. He pleaded not guilty to the same and claimed trial.

6. To prove his case, the complainant examined his special power of attorney holder Vishal Bhalla as CW-1, who besides tendering evidence by way of examination-in-chief, also produced documentary evidence.

7. Statements of accused were recorded under Section 313 of Cr.P.C. in each complaint, wherein he claimed innocence and pleaded false

implication by saying that the cheque in question was not issued in discharge of any legal liability, the same was never presented in his account and further that the complainant had misused the cheque without his consent and knowledge.

8. In defence evidence, the accused examined DW-1 Sudhir Khurana, Customer Service Manager of ICICI Bank and after seeking permission of the trial Court himself appeared as DW-2.

9. On giving due deliberations to the contentions as raised by both the sides and appraising the evidence produced on record, the learned Magistrate vide judgments dated 14.10.2019 held the accused guilty under Section 138 of NI Act in each complaint and sentenced him to undergo rigorous imprisonment for a period of two years. The accused was also directed to pay compensation.

10. Feeling aggrieved from the orders of conviction and quantum of sentence, the accused filed criminal appeals bearing Nos. 2854 of 2019, 2856 of 2019, 2857 of 2019 and 2858 of 2019, whereas, feeling dissatisfied with the amount of compensation as awarded to him and claiming that the same was less and deserved to be enhanced, the complainant filed the aforementioned criminal appeals Nos. 11 of 2019, 14 of 2019, 17 of 2019 and 21 of 2019 seeking enhancement in the same.

11. The learned Appellate Court vide common judgments dated 15.07.2023 respectively passed in all the four cases, dismissed the appeals filed by the accused, whereas the appeals filed by the complainant were partly allowed and the amount of compensation was increased to 1.75 times of the amounts of the cheques in question. Still feeling aggrieved, both the

parties filed these eight revision petitions against the judgments dated 15.07.2023 passed by the learned Appellate Court in all the four criminal appeals. Besides this, the accused also challenged the judgments of the trial Magistrate dated 14.10.2019 whereby he was held guilty and convicted.

12. It is argued by learned counsel for the accused that the impugned judgments of conviction and orders on quantum of sentence dated 14.10.2019 as passed by the learned Magistrate in four criminal complaints as well as the judgments of the Appellate Court passed by common orders in the appeals filed by both the parties are liable to be set aside as the evidence produced on record had not been appreciated by both the courts in a proper manner. The fact that the cheques in question were only issued as security cheques and the accused misutilized those cheques, had not been taken into consideration. In fact, at the time of presentation of the cheques before the banker, fabric worth Rs. 50,00,000/- as belonging to the accused was lying with the complainant for the purpose of doing job work of making garments from such fabric. The complainant had done job work worth Rs. 22,50,000/- only and the fabric of remaining amount was lying with him. As such, there was no need for the complainant to get the security cheques encashed without returning the remaining fabric supplied by the accused to him.

13. It is further argued that the learned Appellate Court while enhancing the amount of compensation to the extent of 1.75 times of the amounts of the cheque in question without giving any reason for the same, also committed a grave error and therefore, the order so passed were also not sustainable. With these broad submissions, it is urged that the impugned orders are liable to be set aside, the revision petitions filed by him deserve to

be accepted, whereas the revision petitions as well as complaints filed by the complainant are liable to be dismissed and further that the accused deserves to be acquitted of the accusation under Section 138 of NI Act in each complaint.

14. *Per contra*, learned counsel for the complainant has argued that there is no illegality or infirmity in the findings as given by learned Judicial Magistrate Ist Class as well as the learned Appellate Court to the extent to which the accused had been held guilty and convicted and also to the extent to which his conviction in all the complaints was affirmed by the learned Appellate Court. It is further argued that since the complainant had been pursuing the litigation since long, has incurred heavy expenditure on the same and has suffered financial losses as well as mental trauma due to non realization of the amounts of the cheques in question, as such, he is entitled to be reasonably compensated. It is further submitted that the enhancement in the amount of compensation to the extent of 1.75 times was meagre only and therefore, it is urged that the orders passed by the learned Appellate Court are liable to be modified to that extent.

15. This Court has given thoughtful consideration to the contentions raised by both the sides and has carefully perused the record.

16. At the very outset, it may be mentioned that there are concurrent findings of conviction arrived at by two Courts and the petitioner has approached this Court to exercise its revisional jurisdiction. It is well settled that in criminal revisions against conviction, this Court is not supposed to exercise the jurisdiction like appellate Court and the scope of interference in the revision is extremely low. Section 438 of Bharatiya

Nagarik Su*raksha Sanhita, 2023 (which is pari materia with Section 397 of Cr.P.C.)* vests jurisdiction for the purpose of satisfying itself as to the correctness, legality or propriety of any finding, sentence or order, recorded or passed, and as to the regularity of any proceedings of inferior Court. The object of the provision is to set right a patent defect or an error of jurisdiction or law. There has to be a well-founded error which is to be determined on the merits of individual cases. While considering the question as to whether there is a patent defect or an error of jurisdiction or law, the revisional Court is not required to dwell at length upon the facts and evidence of the case to reverse those findings. Reference in this regard can be had to the observations made by Hon'ble Supreme Court in ***State of Gujarat vs. Dilipsinh Kishorsinh Rao, 2023 SCC OnLine SC 1294***, wherein it was held so. The well accepted norm is that a revisional jurisdiction of higher Court is very limited one and cannot be exercised in a routine manner and it should not lead to injustice *ex-facie*. In view of this position of law, it is to be seen as to whether a case for exercise of revisional jurisdiction is made out or not?

17. Before proceeding further, it would be apposite to reproduce the statutory provisions contained in Section 138 of the N. I. Act, which are relevant for the purpose and which read as follows:

> **138. Dishonour of cheque for insufficiency, etc., of funds in the account**.- Where any cheque drawn by a person on an account maintained by him with a banker for payment of any amount of money to another person from out of that account for the discharge, in whole or in part, of any debt or other liability, is returned by the bank

> unpaid, either because of the amount of money standing to the credit of that account is insufficient to honour the cheque or that it exceeds the amount arranged to be paid from that account by an agreement made with that bank, such person shall be deemed to have committed an offence and shall, without prejudice to any other provisions of this Act, be punished with imprisonment for a term which may be extended to two years, or with fine which may extend to twice the amount of the cheque, or with both:
>
> Provided that nothing contained in this section shall apply unless –
>
> (a) the cheque has been presented to the bank within a period of six months from the date on which it is drawn or within the period of its validity, whichever is earlier;
>
> (b) the payee or the holder in due course of the cheque, as the case may be, makes a demand for the payment of the said amount of money by giving a notice in writing, to the drawer of the cheque, within thirty days of the receipt of information by him from the bank regarding the return of the cheque as unpaid; and
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> (c) the drawer of such cheque fails to make the payment of the said amount of money to the payee or, as the case may be, to the holder in due course of the cheque, within fifteen days of the receipt of the said notice.
>
> Explanation. - For the purposes of this section, "debt or other liability" means a legally enforceable debt or other liability."

18. Further, as per scheme of the Act, once the accused admits signatures on the cheque in question, certain presumptions are to be drawn, which result in shifting the onus. Section 118(a) of the NI Act lays down a presumption that every negotiable instrument was made or drawn for

consideration. Another presumption is enumerated in Section 139 of the Act, as per which, the holder of the cheque received it for the discharge, in whole or in part, of any debt or other liability. A combined effect of these provisions is a presumption that the cheques were drawn for consideration and given by the accused for the discharge of debt or liability. In ***Devi Tyres Vs. Navab Jan, 2001 AIR KAR .HCR 2154***, it was observed by the Karnatka High Court that there is a presumption that when a cheque is issued, the amount of the same is payable and no criminal court is required to embark upon any inquiry that goes behind the act of issuance of the cheque. If the drawer contends that there were certain special reasons and that the cheque was not intended to be encashed or honoured, the onus of establishing this clearly shifts to him.

19. In ***Rangappa vs. Sri Mohan, (2010) 11 SCC 441***, Hon'ble Supreme Court had laid down principles pertaining to the presumptions and the onus of proof, which are summarized as under:

> **(i)** Once the execution of the cheque is admitted, Section 139 of the Act mandates a presumption that the cheque was for the discharge of any debt or other liability.
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> **(ii)** The presumption under Section 139 is a rebuttable presumption and the onus is on the accused to raise the probable defence. The standard of proof for rebutting the presumption is that of the preponderance of probabilities.
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> **(iii)** To rebut the presumption, it is open for the accused to rely on evidence led by him or the accused can also rely on the materials submitted by the complainant in order to raise a probable defence. Inference of preponderance of probabilities can be drawn not only from the materials brought on record by the parties but

also by reference to the circumstances upon which they rely.

(iv) That it is not necessary for the accused to come in the witness box in support of his defence, Section 139 imposes an evidentiary burden and not a persuasive burden.

20. In view of the above proposition of law, it is to be presumed that the cheques in question were drawn for consideration and the holder of the cheques, i.e., the complainant, received the same in discharge of existing debt. As such, the onus shifted on the accused to establish a probable defence, as to rebut such presumption.

21. The case as set up by the complainant in each of the complaints is that the accused had taken an amount of Rs. 20,00,000/- as loan from him, had repaid an amount of Rs. 11,00,000/- and since an amount of Rs. 9,00,000/- was still to be paid, therefore, to discharge his legally enforceable liability, he had issued the cheques in question total amounting to Rs. 9,00,000/- in favour of the complainant and all these cheques had been dishonoured.

22. The accused on the other hand, has not denied his signatures on the cheques in question nor the fact that the same were issued by him, was specifically denied. While cross-examining CW-1 Vishal Bhalla (power of attorney holder of the complainant) no suggestion whatsoever had been given to the effect that the amount of Rs. 20,00,000/- was not received by him by way of cheque and a simple suggestion was given that he had misused the blank cheques issued by the accused. Even while responding to

the notice of accusation served upon him, he had not denied his signatures on the cheques in question as well as the fact that they were issued by him but the pleas as taken were that he had not issued the cheques in dispute in discharge of any legal liability, he was not having any liability towards the complainant, that the cheques in question were never presented in his bank account and further that the complainant had misused those cheques without his consent and knowledge. Then, even while recording his statement under Section 313 of Cr.P.C., the accused took the similar stands as taken while responding to the notice of accusation.

23. Further, while appearing as DW-1 also, it was not denied that the cheques in question were issued by him. It is relevant to mention here that the cheques in question are shown to have been signed by the accused as sole proprietor of AIP Industries and he did not deny the fact that he was in fact the sole proprietor thereof. He also did not categorically deny the fact that the amount of Rs. 20,00,000/- i.e. the loan amount was transferred by way of cheque issued by the complainant, in the account of AIP Industries i.e. his proprietory concern. Further, though in the revision petitions as filed by the accused, he has taken a plea that the cheques in question were security cheques but no such plea was taken either during the trial of the complaints or before the Appellate Court.

24. Since the plea that the cheques in question were issued as security cheques, has been taken by the accused before this Court only, therefore, the same need not to be considered by this Court, however, even on accepting this plea to be correct for the sake of arguments, this Court is of the opinion that the same rather affirms the case of the complainant that the

cheques in question were issued by the accused to discharge his legally enforceable debt. It is well settled proposition of law is that if on the date of issuance of security cheque, liability of debt exists or the amount mentioned therein has become legally recoverable, Section 138 of the NI Act is attracted since issuance of cheque itself represents the outstanding liability. Reliance in this context can be placed upon the case titled as ***Siripati Singh (since deceased) through his son Gourav Singh Vs. State of Jharkhand: Live Law 2021 SC 606***, wherein the cheque in question was issued as a security. The loan amount had matured and it had fallen due. The Hon'ble Apex Court observed that a cheque if issued as a security to a financial transaction, cannot be considered as a worthless piece of paper. If it is given, deposited or pledged to make certain the fulfilment of an obligation in which the parties to the transaction are bound, such cheque matures for presentation and its drawee is entitled to present the same and if the same stands dishonoured on presentation, the consequences contemplated under Section 138 and other provisions of NI Act would follow. It was also observed that when a cheque is issued even as "Security", the consequences flowing therefrom are also known to the drawer of the cheque and if such cheque is presented and dishonoured, the holder of the cheque would have option of initiating criminal proceedings. As such, the plea that the cheques in question were security cheques, even if, believed to be correct does not absolve the accused of his liability if it is found that the amount of money as mentioned in the cheques was payable by the accused and was due at the time of presentation of the cheque.

25. Further proceeding to the question, as to whether, the

complainant produced sufficient evidence on record to prove that the amount of the cheques in question was due to be payable by him to the complainant at the time of presentation thereof. As already discussed, the accused did not deny signing of these cheques. As such, the statutory presumption under Section 139 of the NI Act, automatically came into being to infer that these cheques were issued in discharge of any debt or other liability. Unquestionably, the presumption was a rebuttal presumption and it was for the accused to raise a probable defence to rebut the same. He appeared as DW-1 but nothing has been brought in his testimony on the basis of which it could be stated that the cheques in question were not issued by the accused to discharge his legally enforceable liability. He being sole proprietor of AIP Industries had issued these cheques in favour of the complainant. All these cheques bear stamp of AIP Industries and admittedly signatures of accused as sole proprietor. He was confronted with the ledger account entries maintained by the complainant showing that on 08.11.2016, a sum of Rs. 20,00,000/- was transferred from the account of the complainant to the account of firm of the accused.

26. Not even this, as per these ledger entries, an amount of Rs. 9,00,000/- had been credited in the account of the complainant on 14.12.2016 and another amount of Rs. 2,00,000/- was credited on 18.03.2017 by way of RTGS. The accused did not rebut this evidence showing that an amount of Rs. 20,00,000/- has been received by him/his firm out of which an amount of Rs. 11,00,000/- was given by the accused himself to the complainant by way of transfer/RTGS. Though the accused tried to make out a case that after transferring an amount of Rs. 11,00,000

i.e. Rs. 9,00,000 + Rs.2,00,000 in the bank account of the complainant, the cheques in question which were total amounting to Rs. 9,00,000/- were liable to be returned, however, he failed to adduce any cogent, convincing and reliable evidence on record to prove so. Rather from the ledger account entries as proved in evidence by the complainant, it is explicit that an amount of Rs. 20,00,000/- had been taken by the complainant by way of RTGS transfer on 06.11.2016 and amounts of Rs. 9,00,000 +Rs. 2,00,000 i.e. Rs. 11,00,000/- were transferred back on 14.12.2016 and 18.03.2017 clearly showing that an amount of Rs. 9,00,000/- out of Rs. 20,00,000/- was still payable which the accused was obviously liable to be return.

27. As such, the position which emerges is that the legal presumption under Section 139 of the NI Act which was in favour of the complainant qua issuance of the four cheques of total amount of Rs. 9,00,000/- by the accused from his bank account, could not be rebutted by the latter and as he could not prove that the cheques in question were security cheques or even that the same were not issued for discharge of any legal enforceable liability that had accured on account of non-payment of the aforementioned amount of Rs. 9,00,000/-, as such, it stood proved beyond any doubt, that the cheques for the aforementioned amount were issued by the accused while acknowledging his legally enforceable liability to repay the same. Accordingly, the argument that on dishonour of the cheques in question, no offence under Section 138 of the NI Act was made out, is certainly liable to be rejected.

28. While responding to the notice of accusation, as well as at the time of recording his statement under Section 313 Cr.P.C., and on

appearance as DW-1, the accused also took a stand that the cheques in question had not been presented through his account. This plea was rejected both by the learned trial Court and the Appellate Court. The evidence produced on record by the complainant is sufficient to establish that the cheques in question were presented by the complainant before his banker and were dishonoured with the remarks of "insufficient funds." The accused failed to adduce any evidence to show that the cheques were not so presented. The learned trial Magistrate as well as the learned Appellate Court, after duly considering the material on record and the submissions advanced by both parties, passed detailed and well-reasoned orders. This Court finds no infirmity in the findings recorded by the courts below, thereby holding that the complainant had proved that the accused had a legally enforceable liability and to discharge the same, four cheques total amounting to ₹9,00,000/- had been issued by him being sole proprietor of his firm and on dishonour of the cheques, was liable under Section 138 of the NI Act. The findings so recorded, therefore, do not warrant any interference and hence are upheld to the extent to which accused had been held guilty for commission of aforementioned offence and convicted in all the above-mentioned complaints.

29. With regard to the amount of compensation as awarded by the learned trial Court and enhanced by the learned Appellate Court, the argument of complainant is that since the cheques in question were issued way back in the year 2017, had been dishonoured and the complainant has been compelled to undergo litigation ever since then and has been made to incur expenses of litigation, making payment of lawyer's fees, etc. and to

suffer business loss, therefore, the amount of compensation as awarded to him was meagre and was liable to be enhanced, whereas according to the accused, no reasonable ground for awarding compensation by the learned trial court and then enhancement in the amount thereof by the Appellate Court has been made out. The parties are into litigation from the last more than eight years. It has come on record that 20% amount of the cheques in question was deposited by the accused in each complaint at the time of filing of the appeals and as directed by the Appellate Court and the remaining amounts of these cheques has been deposited during the pendency of these petitions. As such, now the dispute remains with regard to the amount of compensation which was ordered to be enhanced to the extent of 1.75 times of the amount of the cheques in question.

30. In view of the discussion as made above, to the effect that the complainant has also been made to face agony of trial and incur expenses, this court is of the opinion that even the compensation to the extent of 1.75 time of the amount of each cheque deserves to be enhanced to properly compensate the complainant and the prayer made by the accused for setting aside the orders of the Appellate Court with regard to the payment of enhanced amount of compensation is liable to be rejected. The same is accordingly rejected and the petitions filed by the accused are ordered to be dismissed, whereas, the petitions filed by the complainant are allowed. The amount of compensation is ordered to be enhanced to the extent of double amount of the cheques in question.

31. At this juncture, it is also required to be mentioned that along with the petitions, the petitioner has moved applications making prayer for

passing order for concurrent running of the sentences awarded in the judgments passed by the learned Magistrate in all the four complaints filed before the learned trial Magistrate. The accused has been ordered to undergo sentence of two years' rigorous imprisonment each in all the four complaints. The accused faced trial in all the cases at the same time and even judgments by the courts of the trial Court as well as the Appellate Court were passed on the same day(s) in all the four complaints. Though the cheques which are subject matter of these complaints are obviously separate cheques containing different amounts of money but they were issued as part of same transaction between the same parties. The question that arises for consideration is that as to whether, this court can pass order for concurrent running of sentences awarded in different cases.

32. As per Section 427 of Cr.P.C(which is pari materia with Section 467 of BNSS, 2023), when a person already undergoing a sentence of imprisonment is sentenced to subsequent conviction to imprisonment for a term of imprisonment for life, the subsequent sentence shall run concurrently with such previous sentence. In ***Mohan Lal vs. state of Punjab and another AIR 2012 (NOC) 31 (P&H),*** prayer before this Court had been made by a convict sentenced under section 138 of the NI Act for concurrent running of sentences in two different cases. Keeping in view the nature of the offence, the fact that the accused was facing protracting trials since long and had already undergone half of the substantive sentence, it was directed that the substantive sentences awarded to the accused in two complaints shall run concurrently. In ***Vinod Kumar Chaudhary v. State, SB Criminal, Miscellaneous Petition No. 250 of 2021,*** decided on ***27.01.2021 by High***

Court of Rajasthan, the court was dealing with a similar issue where the convict was awarded sentences in 32 different cases under Section 138 of the NI Act. Different sentences had been awarded. The maximum sentence awarded to him was two years' simple imprisonment. It was held that it would not be inconsistent with the administration of criminal justice, if the petitioner was allowed the benefit of discretion contained in Section 427 of the Code of Criminal Procedure to meet the ends of justice. However, the direction for concurrent running of sentences was ordered to be limited only to substantive sentences alone.

33. In view of the discussion as made above, as to the position of law with regard to the concurrent running of sentences and applying the same to the present case, this Court is of the considered opinion that the prayer made by the accused to this effect deserves to be accepted. Accordingly, the prayer made by the accused is allowed and it is ordered that the substantive sentences awarded to him in all the four complaints would run concurrently.

34. As an upshot to the discussion as made above, the revision petitions filed by the complainant are allowed in part. The petitions filed by accused are dismissed. The conviction as awarded to the accused in each complaint stand confirmed, but the sentences stand modified as the accused is ordered to undergo imprisonment as awarded by the trial Court by concurrent running of sentences of each case. The amount of compensation/enhanced compensation shall be deposited by the accused before the trial Court within a period of two months from today i.e. on or before 24.11.2025 and on his failure to do so, the complainant shall be at

liberty to recover the same in accordance with law by initiating appropriate proceedings. However, since 20% of the compensation amount had already been paid by the accused to the complainant during the pendency of the appeal before the Court of learned Additional Sessions Judge and the payment of amount of cheques in question had also been paid during the pendency of this revision petition, therefore, the said amount will be reduced from the amount of enhanced compensation.

35. Further, the accused is directed to appear before the learned trial Court on 24.11.2025 to undergo the substantive sentences in all the four complaints, which shall obviously be concurrent sentences and the same stand deferred till 23.11.2025. If the accused fails to appear before the learned trial Court as directed and to deposit the compensation, the trial Court will execute the sentence warrants without fail.

36. The Registry is directed to forward a copy of this order to the trial Court for information and compliance.

37. Photocopy of this order be placed on the files of the connected cases.

38. Since the main petitions have been disposed of, pending application, if any, is rendered infructuous.

[MANISHA BATRA]
JUDGE

24th September, 2025
Parveen Sharma

1. Whether speaking/ reasoned : Yes / No
2. Whether reportable : Yes / No