

THE HIGH COURT OF PUNJAB & HARYANA  
AT CHANDIGARH

219

2025:PHHC:130282



CRR-5814-2018 (O&M)  
Date of decision: 19.09.2025.

**JATINDER KUMAR**

**...Petitioner(s)**

**VERSUS**

**HARWINDER SINGH AND ANOTHER**

**...Respondent(s)**

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

Present :- Ms. Anamika Sheoran, Advocate, for  
Mr. Vikas Gupta, Advocate,  
for the petitioner.

None for respondent No.1.

Mr. Mohit Kapoor, Sr. DAG, Punjab.

**VINOD S. BHARDWAJ, J. (Oral)**

**Main case and CRM-16168-2024**

The present revision petition has been filed against the judgment of conviction and order of sentence dated 17.11.2017 passed by the Judicial Magistrate First Class, Malerkotla, whereby the petitioner had been convicted for the commission of offence under Section 138 of the Negotiable Instruments Act, 1881 and had been sentenced to undergo simple imprisonment for a period of six months and to pay a compensation of Rs.1,00,000/- (Rupees One Lakh) to the respondent No.1-complainant as well as against the judgment dated 03.12.2018 passed by the Additional Sessions Judge, Sangrur dismissing the

appeal.

3 While issuing notice of motion in the present petition on 18.12.2018, the following order was passed: -

*“Learned counsel for the petitioner submits that the petitioner is ready to deposit an amount of Rs.1.00 lac favouring the complainant and to explore the possibility of some amicable settlement with respondent No.1.*

*Notice of motion for 02.04.2019.*

*In the meantime, sentence of the petitioner shall remain suspended subject to the condition that he will furnish bail/surety bonds to the satisfaction of the Chief Judicial Magistrate/Illaq Magistrate/Duty Magistrate concerned and on handing over a demand draft of Rs.1.00 lac favouring the complainant, which shall be payable to the complainant.*

4 Counsel for the respondent No.1-complainant had entered appearance on 02.04.2019, however, after 14.10.2024, he failed to appear before the Court. Hence, it is deemed expedient to nominate a legal aid counsel on behalf of respondent No.1 to assist this Court. Accordingly, Ms.Swati Vashistha, Advocate, is appointed as legal aid counsel on behalf of respondent No.1 to assist this Court.

5 Learned counsel appearing for the petitioner had contended that there was possibility of amicable resolution of the dispute between the parties and therefore, vide order date 27.09.2019, the parties were directed to appear before the Mediation and Conciliation Centre of this Court to explore the possibility of amicable resolution of the dispute.

6 It is also noticed in the order dated 10.09.2021 passed by this Court that the dispute between the parties was resolved before the Mediation

and Conciliation Centre and the report submitted by the Mediator dated 24.01.2020 was also taken on record. However, since there was no representation on behalf of the respondent No.1-complainant on said date, the matter was adjourned. Since then the matter was adjourned on numerous occasions mostly on account of non-appearance on behalf of respondent No.1.

7 Thus, CRM-16168-2024 was filed by the petitioner for disposal of the main case in view of the settlement date 16.01.2020 (Annexure P-1) arrived at between the parties before the Mediation and Conciliation Centre. The relevant part of the settlement is extracted as under: -

*“The following settlement has been arrived at between the parties hereto:*

*a) It is agreed between the parties that for a lump sum amount of Rs. 1,10,000/- (Rupees One Lac Ten Thousand only) payable by the first party to the second party as one time full and final settlement of the instant dispute, the dispute would be finally resolved between the parties for all times to come.*

*b) That in terms of this compromise/settlement, the first party has today brought a Demand Draft No.206475 dt. 15.01.2020 drawn on Indian Bank, Sangrur for a sum of Rs.1,10,000/- in the name of second party i.e. Harvinder Singh s/o Jora Singh, which has been handed over to the second party by the first party himself today in the Mediation & Conciliation Centre in the presence of witnesses herein. A photocopy of this D.D. Countersigned by both the parties is annexed herewith.*

*c) That as per the parties, no Civil or Criminal litigation is pending between the parties presently. Both the parties further undertake not to file any such Civil or Criminal litigation against each other in future with regard to the disputed cheque.*

*d) That by accepting this one time full and final settlement amount of Rs.1,10,000/-, the second party hereby withdraws from the prosecution and has no objection if the instant Revision i.e. CRR No.5814 of 2018 is allowed by compounding the offence and the first party is acquitted.*

*e) That second party has returned back to first party in original i) Guarantor form, ii) Pronote iii) Stamp paper of fifty rupees (all blank and signed by first party) today itself in mediation centre. Blank signed/unsigned cheque, if any, of the first party in possession of second party will not be used/misused by second party.”*

8 Thus, from a perusal of the above, it is amply clear that the matter has already been amicably resolved between the parties and the amount of Rs.1,10,000/-, as agreed between them, already stands paid to respondent No.1-complainant vide demand Draft No.206475 dt. 15.01.2020 drawn on Indian Bank, Sangrur. Non-appearance on behalf of the respondent No.1-complainant is nothing but delaying tactics for finalization of proceedings which would not be advancing any cause of justice after the matter has already been amicably settled between the parties and more-so when the settled amounts already stands paid.

9 Accordingly, in the light of the settlement of the dispute between the parties, offence under Section 138 of the Negotiable Instruments Act, 1881 is permitted to be compounded under Section 147 of the Act.

10 The judgment of conviction and order of sentence dated 17.11.2017 passed by the Judicial Magistrate First Class, Malerkotla, and the judgment dated 03.12.2018 passed by the Additional Sessions Judge, Sangrur dismissing the appeal preferred by the petitioner are set aside. The petitioner is

acquitted of the offence under Section 138 of the Negotiable Instruments Act.

11 The present revision petition stands allowed in above terms.

12 Pending misc. application(s), if any, shall also stand(s) disposed  
of accordingly.

13 A copy of this order be also sent to the High Court Legal Services  
Committee, for further necessary action.

September 19, 2025.  
raj arora

(VINOD S. BHARDWAJ)  
JUDGE

*Whether speaking/reasoned* : *Yes/No*  
*Whether reportable* : *Yes/No*