



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

**CRR No.3631 of 2014 (O&M)
Date of decision: 08.07.2025**

Anoop Singh

.....Petitioner

Versus

Kuldeep Singh and another

.....Respondents

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present: Ms. Payal Sharma, Advocate
for the petitioner-revisionist.

Mr. Kanwar Arun Singh, Advocate for
Mr. Kanwaljeet Singh Virk, Advocate
for respondent No.1

Mr. Neeraj Sheoran, DAG, Haryana
for respondent No. 2.

MAHABIR SINGH SINDHU, J.

CRM-48279-2024

Application under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 for disposal of present revision in view of compromise deed dated 29.10.2024 (P-7).

For the reasons mentioned in the application, same is allowed as prayed for, subject to all just exceptions.

CRM-48280-2024

Application under Section 528 of the Bharatiya Nagarik



Suraksha Sanhita, 2023 for placing on record necessary documents P-7 to P-10.

For the reasons mentioned in the application, same is allowed as prayed for, subject to all just exceptions. P-7 to P-10 are taken on record.

Registry to tag the same at appropriate place.

Main Case

Present revision petition has been filed for setting aside the impugned judgment of conviction dated 28.11.2013 and order of sentence dated 29.11.2013 passed by learned Sub Divisional Judicial Magistrate, Safidon in complaint case bearing No.262 dated 12.10.2012 under Section 138 of the Negotiable Instruments Act, 1881 (for short 'NI Act'), whereby petitioner was sentenced to undergo rigorous imprisonment for period of One year and to pay a fine of Rs. 1000/-; in default of payment of fine, he shall further undergo simple imprisonment for one month; and judgment dated 20.08.2014 passed by learned Additional Sessions Judge, Jind whereby appeal filed against the aforesaid judgment of conviction dated 28.11.2013 and order of sentence dated 29.11.2013, was dismissed.

(2) The facts of the case as recorded in the judgment dated 20.08.2014 passed by learned Additional Sessions Judge, Jind, are recapitulated as under:-

“2. Brief facts relevant for its decision are that the appellant-convict is well known to the respondent-complainant (hereinafter referred to as the complainant for brevity) since more than 15 years and there are good family relations between



them. The complainant had sold his agricultural land in the month of June, 2011. The appellant-convict had borrowed a sum of Rs.9,00,000/- from the complainant on 14.7.2011 on interest @ 2% per month and promised to repay the same within three months. After three months, the complainant approached the appellant-convict to repay the said amount but he had shown inability to give the whole amount at that time and requested to make the payment in installments and also requested to make the payment of first installment in the month of December, 2011. Thereafter in the month of June, 2012 the appellant-convict contacted the complainant and in order to discharge his legal liability and for making part payment of the abovesaid borrowed amount, the appellant-convict issued a cheque bearing No. 34881 dated 15.6.2012 amounting to Rs.5,00,000/- drawn at State Bank of India, Branch Model Town, Karnal in favour of the complainant. Thereafter, the complainant presented the said cheque for encashment with his banker i.e. Axis Bank, Branch Safidon but the same was dishnoured and returned back vide return memo dated 14.8.2012 with the remarks "Insufficient funds". Thereafter on receipt of information regarding dishnoured cheque, the complainant sent a legal demand notice dated 12.9.2012 to the appellant-convict through registered post calling upon him to return the said amount within 15 days from the receipt of the



notice but the appellant-convict had failed to make the payment of the abovesaid amount to the respondent-complainant. Hence, this complaint.”

(3) Contends that dispute had arisen on account of dishonour of cheque bearing No. 34881 dated 15.06.2012 amounting to Rs. 5,00,000/- issued by the petitioner. Further contends that parties have now arrived at settlement and permission may be granted to compound the offence as contemplated under Section 147 of the NI Act.

(4) Learned counsel for respondent No. 1 acknowledged the factum of settlement and he has no objection, if the offence is compounded.

(5) Heard both sides and perused the paper-book.

(6) It transpires that parties went through various stages of litigation before the matter has reached to this Court by way of present revision petition.

(7) Now, petitioner has entered into settlement with respondent No.1 and seeking to set aside his conviction recorded by both the Courts below on the basis of terms agreed in compromise deed dated 29.10.2024 (P-7). Still further, respondent No. 1 has not opposed the prayer of the petitioner; rather acknowledged the factum of settlement.

(8) Hon’ble the Supreme Court in ‘**Damodar S.Prabhu Vs. Sayed Babalal H.**’ 2010(5) SCC 663, while dealing with the matter regarding compounding of offence punishable under Section 138 of NI Act, issued certain guidelines and relevant part of Para No. 21 reads as under:-

“ 21.....



The guidelines

(i) In the circumstances, it is proposed as follows:-

(a)

(b)

(c) Similarly, if the application for compounding is made before the Sessions Court or a High Court in revision or appeal, such compounding may be allowed on the condition that the accused pays 15% of the cheque amount by way of costs.

.....”

(9) It was further observed by Hon’ble the Supreme Court in Para No. 25 that competent Court can reduce the costs with regard to specific facts and circumstances of the case and relevant observations in this regard reads as under:-

“ Even though the imposition of costs by the competent court is a matter of discretion, the scale of costs has been suggested in the interest of uniformity. The competent Court can of course reduce the costs with regard to the specific facts and circumstances of a case, while recording reasons in writing for such variance.”

(10) In view of the above, this Court deems it appropriate to allow the compounding of offence and to set aside the conviction of petitioner imposed in the impugned judgments dated 28.11.2013 and 20.08.2014 (ibid).

(11) Consequently, petition is allowed; impugned judgments dated 28.11.2013 and 20.08.2014 (ibid) passed by both the Courts below are set aside, subject to costs of Rs.10,000/-; petitioner stands acquitted and his bail bond and surety bond stand discharged.

(12) Costs shall be deposited with **High Court Bar Clerk Social**



Welfare SOCI, Account No. 65135086765, IFSC Code : SBIN0050306, SBI Branch, Punjab and Haryana High Court, Chandigarh, within a period of 08 weeks from today.

Pending application(s), if any, shall also stand disposed off.

8th July, 2025
kavneet singh

(MAHABIR SINGH SINDHU)
JUDGE

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>