

(2019) 07 DEL CK 0036

In the Delhi High Court

Case No : Criminal Revision Petition No. 214 Of 2019

Prem Chand Sagar

APPELLANT

Vs

Brm Lease & Credit Pvt Ltd

RESPONDENT

Date of Decision : 03-07-2019

Acts Referred:

Negotiable Instruments Act, 1881 — Section 138

Citation : (2019) 07 DEL CK 0036

Hon'ble Judges : Sanjeev Sachdeva, J

Bench : Single Bench

Advocate : Harinath Ram

Final Decision : Allowed

Judgement

Sanjeev Sachdeva, J

CRL.REV.P. 214/2019 & Crl.M.A.4059/2019 (leave to compound offence),
Crl.M.A.5739/2019 (seeking waiver of cost)

1. Petitioner impugns judgment dated 19.12.2018 whereby the appeal of the petitioner impugning judgment dated 19.03.2018 was dismissed.
2. Petitioner has been convicted under Section 138 of the Negotiable Instruments Act and sentenced to undergo simple imprisonment for a period of three months and also to pay a fine in the sum of Rs. 1,25,000/- as compensation to the complainant.
3. Subject cheque was for Rs. 1 lakh.
4. Parties have settled their disputes. Petitioner had undertaken to pay a sum of Rs. 75,000/- in full and final settlement of all claims of the respondent.
5. On 22.02.2019, Mr. Brij Mohan Wadhwa, Authorized Representative of the Respondent was present in Court in person. He had stated that the

respondent company had duly agreed to receive said amount of Rs.75,000/- in full and final settlement of all its claims and he had no objection to the compounding of the subject offence.

6. Resolution of the Board of Directors dated 03.10.2018 has subsequently been filed. The complainant Company has also filed an acknowledgement dated 11.03.2019 of having received the agreed amount of Rs.75,000/- on 26.02.2019. The same is placed on record.

7. Learned counsel for the petitioner has produced receipt of deposit of cost amounting to Rs.15,000/- equivalent to 15% of the cheque with the Delhi

State Legal Services Authority on 03.07.2019 in terms of the judgment of the Supreme Court in Damodar S. Prabhu, Vs. Syed Babulal (2010) 5 SCC

663. Receipt of deposit of costs has been produced in Court. The same is taken on record.

8. In view of the settlement between the parties and petitioner having paid the entire settlement amount and also having deposited costs equivalent to

15% of the cheque amount in terms of the judgment of the Supreme Court in Damodar S. Prabhu, Vs. Syed Babulal (supra), subject offence is

compounded. Petitioner is acquitted of the subject offence.

9. Petition is allowed in the above terms.

10. Order Dasti under signatures of the Court Master.