

**IN THE COURT OF MS. MANISHA, JUDICIAL MAGISTRATE
FIRST CLASS (EXCLUSIVE COURT UNDER NEGOTIABLE
INSTRUMENT ACT, 1881), BAHADURGARH**

HRJRA10035102023



Presented on : 02-05-2023
Registered on : 02-05-2023
Decided on : 02-07-2026
Duration : 3 years, 2 months, 0 days

CIS No. COMA-645-2023
CNR No.HRJRA10035102023

M/s Rattan India Finance Pvt. Ltd.

.....Complainant.

Versus

Shamshad Hasan proprietor of M/s S H Electronics 9754 Gali Neem
Wali, Nawab Ganj, Azad Market, New Delhi.

..... Accused.

Complaint u/s 138 of Negotiable Instrument Act

Present:- Complainant in person represented by Sh. Swatantra
Partap, Advocate.
Sh. Paras, Legal Aid Counsel for the accused.
Accused in person.

AWARD :-

Case is listed today for consideration.

At this stage, Sh. Harish Kumar, AR of complainant's

(Manisha),
JMFC (Exclusive Court under
N.I.Act),Bahadurgarh
UID No.HR-0673

company has appeared and vide their jointly recorded statement in the Court that matter has been compromised with the accused as per compromise deed, which is Ex.Cx. He further stated that he signed this compromise after reading and understanding it. He further stated that matter has been settled between parties for settlement amount of Rs.2,50,000/-, which is full and final payment regarding disputed cheque. Accused has already paid the entire amount of Rs. 2,50,000/- to complainant as per conditions mentioned in compromise deed i.e. Ex. Cx. It is therefore, prayed that award may be passed in terms of compromise deed Ex.Cx.

2. On the other hand, Sh. Paras, legal aid counsel for the accused has appeared and vide his jointly recorded statement in the Court that matter has been compromised with the complainant as per compromise deed, which is Ex.Cx. Compromise deed Ex.Cx bears his signature and he has no objection in passing of award in terms of compromise deed as Ex.Cx. He further stated that matter has been settled between parties for settlement amount of Rs.2,50,000/-, which is full and final payment regarding disputed cheque. Accused had already paid the entire amount of Rs. 2,50,000/- to complainant. Compromise deed as Ex.Cx, also placed on record. Heard.

3. Keeping in view the compromise between the parties, request of both the sides as well as in the light of observations made in case law titled as K.N Govindan Kutty Menon Vs. C.D. Shaji

2012(1) RCR (Cr1.) 102(SC), award is, hereby, passed in terms of the statements of complainant as well as accused. Statements of complainant and accused shall be treated as award. It is made clear that, if, the accused fails to make the payment, the complainant will be at liberty to file the complaint qua payment of award amount in the competent Civil Court. It is also made clear that, if, the complainant initiates complaint proceedings against the accused, then 10% of the cheque amount will also be recovered from the accused as costs to be paid with S.D.L.S.A. Bahadurgarh. File be consigned to record room after due compliance.

Pronounced in open Court:
Dated: 02.07.2026

(Manisha),
JMFC (Exclusive Court under
N.I. Act), Bahadurgarh.
UID No.HR-0673

Note:- This judgment contains 3 pages and each page has been signed by me.

(Manisha),
JMFC (Exclusive Court under
N.I. Act), Bahadurgarh
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"I attest to the accuracy and authenticity
of this document".
Luxmi, Stenographer

(Manisha),
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UID No.HR-0673

HRJRA10035102023



CIS No. COMA-645-2023

CNR No.HRJRA10035102023

M/s Rattan India Finance Ltd. vs. Shamshed Hasan

Present:- Complainant in person represented by Sh. Swatantra Partap, Advocate.
Sh. Paras, Legal Aid Counsel for the accused.
Accused in person.

At this stage, both the parties vide their jointly recorded statement has stated that matter has been compromised as per compromise deed which is Ex.Cx, placed on records.

On the basis of compromise, an award has been passed separately and accused is directed to make payment of settlement amount of Rs.2,50,000/-, which is full and final payment regarding disputed cheque. Accused has already paid the entire amount of Rs. 2,50,000/- to complainant. Compromise deed as Ex.Cx, also placed on record. File be consigned to record room after due compliance.

Pronounced in open Court:
Dated: 02.07.2026

(Manisha),
JMFC (Exclusive Court under
N.I. Act), Bahadurgarh.
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