



**IN THE COURT OF HONORABLE JUDICIAL MAGISTRATE FIRST
CLASS (MUNICIPAL), AT - SURAT**

**CRIMINAL CASE No.1971 of 2022
Order below Exh.01**

- =====
1. Present complaint has been filed by the complainant u/s.138 of Negotiable Instrument Act, which may be compoundable u/s.147 of the said Act.
 2. A withdrawal pursis vide **Exh.11** has been produced by the complainant along with the compromised pursis signed by the respective parties (*i.e.the complainant & the accused*) vide **Exh.10**.
 3. As per the compromised pursis matter has been settled between the parties. Hence, at this juncture this Court deems necessary to keep in mind the principle established by the Hon'ble Supreme Court of India in the case of ***K.N.Govindan Kutty Menon Versus C.D.Shaji, 2011 (0) AIJEL-SC 50717, Civil Appeal No. 10209 of 2011, Decided on:- 28-11-2011.*** In the said case Hon'ble Apex Court discussed as under :

17. From the above discussion, the following propositions emerge:

- 1) In view of the unambiguous language of Section 21 of the Act, every award of the Lok Adalat shall be deemed to be a decree of a civil court and as such it is executable by that Court.***
- 2) The Act does not make out any such distinction between the reference made by a civil court and criminal court.***
- 3) There is no restriction on the power of the Lok Adalat to pass an award based on the compromise arrived at between the parties in respect of cases referred to by various Courts (both civil and criminal), Tribunals, Family court, Rent Control Court, Consumer Redressal Forum, Motor Accidents Claims Tribunal and other Forums of similar nature.***
- 4) Even if a matter is referred by a criminal court under Section 138 of the Negotiable Instruments Act, 1881 and by virtue of the deeming provisions, the award passed by the Lok Adalat based on a compromise has to be treated as a decree capable of execution by a civil court.***

4. Keeping in mind the provisions of law and the principle established by the Hon'ble Apex Court, while the parties comes to the settlement and passes a compromised pursis considering the Lok Adalat, award should be drawn in the interest of justice.
5. While the case between the parties is being settled considering the Lok Adalat, this Court does not deems fit to pass the order for cost in the larger interest of justice with a view to restoration of relations between the parties, considering the principles laid down in the case of *Madhya Pradesh State Legal Services Authority Versus Prateek Jain, 2014 (0) AIJEL-SC 55695, Decided on 10/09/2014, Supreme Court of India*. In view of the aforesaid discussions, the following order is passed.

ORDER

1. The accused stands acquitted for offence registered against him u/s.138 of the Negotiable Instrument Act.
2. It is ordered that a compromised pursis produced on record by the parties vide Exh.08, be treated as ***DECREE***, as per the principle laid down in the case of *K.N.Govindan Kutty Menon v. C.D.Shaji, 2011 (0) AIJEL-SC 50717, Civil Appeal No. 10209 of 2011, Decided on:- 28-11-2011 by the Hon'ble Supreme Court of India*.
3. Considering the withdrawal pursis, it is further ordered that any interim application pending on the record stands uncontested disposed off.
4. No order as to cost.
5. The present case is disposed of in Lok Adalat.

Order pronounced on 14th of March, 2026 in the Lok Adalat.

Date : 14/03/2026

Place: SURAT

(Axaykumar Suryakant Jani)

Judge Code : GJ01606

**Judicial Magistrate First Class (MUNICIPAL),
SURAT.**