

Kamla Devi Vs. The Sirsa Primary Co-operative 1

HRSI010074532023



Presented on : 11-08-2023
Registered on : 11-08-2023
Decided on : 13-05-2025
Duration : 1 years, 9 months, 2 days

**IN THE COURT OF MS. NAVJEET KLAIR,
ADDITIONAL SESSIONS JUDGE AT SIRSA**

CRA/268/2023

Kamla Devi wife of Ram Chand, resident of Village Dhani Sheran Wali, Tehsil Ellenabad, District Sirsa.

....Appellant-accused

Versus

The Sirsa Primary Cooperative Agricultural Rural Development Bank Ltd. Sirsa, Branch Office Ellenabad through its Assistant Branch Manager and duly constituted attorney.

....Respondent-complainant

Criminal appeal against the judgment of conviction dated 13.07.2023 and order of sentence dated 14.07.2023 passed by the Court of Shri Ashok Kumar, the then learned JMIC, Ellenabad passed in criminal case No.319-2/2018, in the complaint under Section 138 of Negotiable Instrument Act titled as The Sirsa Primary Cooperate Vs. Kamla Devi vide which the learned JMIC has ordered the appellant to undergo simple imprisonment for a period of one year and to pay fine of Rs.87,700/- for commission of offence under Section 138 of Negotiable Instrument Act to the complainant.

Present: Shri S.K.Singla, Advocate for appellant Kamla Devi.
Shri Mukesh Kaliramna, Advocate for respondent.

JUDGMENT:

Kamla Devi Vs. The Sirsa Primary Co-operative 2

This judgment shall dispose off the criminal appeal titled above instituted by appellant Kamla Devi challenging the judgment of conviction dated 13.07.2023 and order of sentence dated 14.07.2023 passed by the Court of Shri Ashok Kumar, the then learned JMIC, Ellenabad by virtue of which the appellant has been convicted of the offence punishable under Section-138 of Negotiable Instruments Act, 1881 and sentenced to undergo simple imprisonment for a period of one year and to pay fine of Rs.87,700/- for commission of offence under Section 138 of Negotiable Instrument Act to the complainant.

2. Briefly stated, complainant instituted the complaint under Section-138 of the Negotiable Instruments Act, 1881 on the basis of cheque No.000006 dated 12.09.2018 amounting to Rs.87,700/- issued by the appellant in favour of the complainant which was returned dishonoured with the remarks “Funds Insufficient” vide memo dated 24.09.2018. After trial, the appellant was convicted of said offence and she was sentenced as aforesaid. Hence, she filed the present appeal.

3. At the stage of arguments, the learned counsel for both the parties stated that the parties have arrived at compromise. A separate application for permission to compound the matter also moved on behalf of appellant Kamla Devi. Thereafter, separate statements of appellant/convict Kamla Devi and Naresh Kumar,

Kamla Devi Vs. The Sirsa Primary Co-operative 3

Assistant Branch Manager on behalf of respondent/complainant bank had been recorded on 06.05.2025. Statement of the appellant-accused Kamla Devi is reproduced as under:-

“Stated that I have paid the entire cheque amount to the respondent/complainant The Sirsa Primary Cooperative Agriculture Rural Development Bank Ltd. Sirsa, Branch Office Ellenabad and consequently the matter in dispute stands compromised between us vide compromise Ex.C1, which bears my signature. It is, therefore, prayed that the offence may kindly be allowed to be compounded and I may kindly be acquitted in the present case. I am a poor person and having no source of income to deposit 15% of the cheque amount in view of the law laid down in case titled as **Damodar S. Prabhu Vs. Sayed Babalal H. 2010 (2) RCR (Criminal) 851.** Therefore, it is requested that I may kindly be exonerated from depositing the amount of costs and the same may kindly be waived off.”

Statement of Naresh Kumar, Assistant Branch Manager on behalf of respondent-complainant bank i.e. The Sirsa Primary Cooperative Agriculture Rural Development Bank Ltd. Sirsa, Branch Office Ellenabad is reproduced as under:-

“Stated that the respondent Bank has received the entire cheque amount from the appellant/accused and the matter in dispute stands compromised with appellant-accused vide compromise Ex.C1 which bears my

Kamla Devi Vs. The Sirsa Primary Co-operative 4

signature. As per instructions received from respondent Bank I have no objection if the offence is allowed to be compounded as per the statement given by the appellant/convict Kamla Devi today before the court and he be acquitted in the present case”.

4. In view of the statements given by the parties as well as Compromise Deed Ex.C-1, it is established that parties have arrived at a compromise with their free will and consent and the respondent/complainant bank has received entire compromised amount. **Therefore, the application for compounding the offence as moved on behalf of appellant Kamla Devi is hereby allowed.** The present appeal thus stands accepted and consequently the judgment of conviction dated 13.07.2023 and order of sentence dated 14.07.2023 passed by learned Trial Court are hereby set aside. The appellant-accused allegedly being poor person, thus, stands exonerated from depositing the amount of costs and further stands acquitted of the charge framed against her. Her bail bonds and surety bonds stand discharged. The record of learned Trial Court alongwith copy of this judgment be sent back forthwith. Appeal file be consigned to the record room after due compliance.

Announced in an open Court.
Dated: 13.05.2025.

(Navjeet Klair),
Addl. Sessions Judge,
Sirsa. UID No. HR0280.

Note: This judgment containing four pages and each page is checked and signed by me.

(Navjeet Klair),