

**IN THE HIGH COURT OF HIMACHAL PRADESH
AT SHIMLA**

Cr. MMO No : 77 of 2025

Decided on: 13th February, 2025

Deepak Chauhan

.....Petitioner

Versus

State of Himachal Pradesh and another

.....Respondents

Coram

Hon'ble Mr. Justice Ranjan Sharma, Judge

¹ *Whether approved for reporting? No.*

For the petitioner: Mr. Sameer Thakur, Advocate.

For the respondents: Mr. Vishal Panwar, Additional
Advocate General for respondent
No.1-State.

Ms. Sneh Bhimta, Advocate for
respondent No.2 and Respondent
No.2 present in person.

Ranjan Sharma, Judge (Oral)

Petitioner-accused [Deepak Chauhan], being
in custody in Sub Jail, Kaithu, District Shimla [H.P.]
since 10.02.2025, has come up before this Court through
his brother, seeking the following reliefs(s):-

“It is, therefore, most respectfully prayed
that this present petition may kindly be
allowed and complaint case No. 120-03 of

¹ *Whether reporters of Local Papers may be allowed to see the judgment?*

2010 under Section 138 of the NI Act, 1881 and the resultant conviction order dated 18.08.2012 along with all consequential criminal proceedings may kindly be quashed on such terms and conditions as may be deemed just and proper in the facts and circumstances of the case.”

2. Heard.

3. Notice. Mr. Vishal Panwar, Additional Advocate General waives service of notice on behalf of respondent No.1 State Authorities and states that since the subject matter relates to Negotiable Instruments Act, *per se* involving the Petitioner and Respondent No.2, therefore, Respondent No.1 State Authorities do not intend to file any reply in view of the nature of claim in the instant case.

4. Upon listing of this case, Ms. Sneha Bhimta, Advocate, puts in appearance on behalf of Respondent No.2, [Mr. Jai Ram Madaik], who is present in person today.

5. Instant petition has been filed under Section 528 of the Bhartiya Nagarik Suraksha Sanhita, 2023

seeking quashing of the judgement of Conviction/ Sentence dated 18.08.2012 [Annexure P-1 Colly], passed by Learned Judicial Magistrate, First Class, Theog, [H.P.], in Complaint No. 120-03 of 2010, titled as Jai Ram Madaik versus Deepak Chauhan on the ground that, after the passing of judgement, by the Trial Court the parties herein [i.e. Petitioner and Respondent No.2], have amicably resolved the issue and the fastened liability originating from the Cheque in issue, in the instant case, stands settled by way of a Compromise dated 13.02.2025, [Annexure P-2] , coupled with the fact, that the petitioner has discharged his entire liability in terms of the judgement dated 18.08.2012 passed by Learned Trial Court, in favour of the Respondent No.2-[Complainant-Jai Ram Madaik] herein.

6. In order to ascertain the veracity of the contentions of Learned Counsel for the petitioner, this Court raised a query to Respondent No.2 [Complainant-Jai Ram Madaik], who is present in Court, who in clear terms admits that he has received the entire amount

due of Rs.2,50,000/- [cheque amount and compensation thereon] in terms of judgement dated 18.08.2012 passed by Learned Judicial Magistrate, First Class, Theog [H.P.] and nothing is outstanding or payable to him by the petitioner-accused [Deepak Chauhan], as on date, so far it relates to the cheque in question in the instant case.

7. Even the Respondent No.2-Complainant [Jai Ram Madaik] who is present in Court, has made a statement in the Court today [Made part of Records] admitting and affirming that the Respondent-Complainant has received the entire amount and nothing is recoverable by him from the petitioner [Deepak Chauhan].

8. Taking into account the entirety of the facts and circumstances coupled with the Statement dated 13.02.2025 made by Respondent No.2-Complainant [Jai Ram Madaik], this Court is of the considered view that since the petitioner-accused [Deepak Chauhan] has remitted his entire liability in favour of Respondent No.2-complainant [Jai Ram Madaik] and even the matter has been compromised inter-se the parties herein, the

continuance of coercive action including the detention of the petitioner shall defeat the object and intent of Section 147 of the Negotiable Instruments Act; and shall render the compromise redundant; and shall lead to enmity inter se the parties in future; and continuation of detention shall tantamount to abuse of powers, when the object of proceedings under Negotiable Instruments Act, are civil in nature with criminal instinct so as to attain the object of the enactment and to ensure that the liability is discharged by an accused, in favour of the complainant. In facts of the instant case, a perusal of the Compromise Deed [Annexure P-3] and the Statement dated 13.2.2025 made by Respondent No.2-Complainant [Jai Ram Madaik] before this Court indicate that Respondent No.2 [Jai Ram Madaik], has received the entire amount [cheque amount and compensation thereon] from the petitioner [Deepak Chauhan] and nothing more is outstanding as on day, so far as it relates to the cheque in dispute in instant case.

9. In these circumstances, this Court disposes

of the instant petition, at this stage, with the following directions:-

- (i) The judgement of Conviction and Sentence dated 18.08.2012 [Annexure P-1, Colly] passed by Learned Judicial Magistrate First Class, Theog, District Shimla in Complaint No.120-03 of 2010, titled as Jai Ram Madaik versus Deepak Chauhan is quashed and set-aside;
- (ii) As a sequel to direction No.(i), petitioner [Deepak Chauhan], shall stand acquitted of the accusation;
- (iii) Based on the Statement furnished by Respondent No.2-Complainant [Jai Ram Madaik] and the compromise; the accusation and consequential proceedings against the petitioner [Deepak Chauhan], are permitted to be compounded under Section 147 of the Negotiable Instruments Act for all intents and purposes;
- (iv) Consequent upon the setting aside of the judgement, (*supra*), the Impugned Committal Warrant in Case No. 175 of 2010 issued under Section 138 of the Negotiable Instruments Act by Learned Additional Chief Judicial Magistrate, Theog, District Shimla on 10.02.2025 [Annexure P-1] and further

(vi) Release warrants be prepared and consequential action be taken expeditiously, in accordance with law.

(Ranjan Sharma)
Judge

TARUN MAHAJAN