

IN THE HIGH COURT OF JHARKHAND AT RANCHI
Criminal Revision No. 649 of 2025

Hiralal Sahu @ Heeralal, aged about 48 years, son of Late Gobardhan Sahu, resident of Village- Dhumsatoli, Chutia, P.O. & P.S. Chutia, District- Ranchi, Jharkhand
... Petitioner

-Versus-

1. The State of Jharkhand
 2. Sujeet Kumar Soni, son of Ganesh Prasad Soni, resident of Piska More, P.O. Hehal, P.S. Sukhdeonagar, District- Ranchi, Jharkhand
- ... Opposite Parties**

CORAM: HON'BLE MR. JUSTICE SANJAY KUMAR DWIVEDI

For the Petitioner	: Mr. Birendra Kumar, Advocate
For the State	: Ms. Kumari Rashmi, A.P.P.
For O.P. No.2	: Mr. Sanjay Kumar Pandey, Advocate

06/29.01.2026 Heard Mr. Birendra Kumar, learned counsel appearing for the petitioner, Ms. Kumari Rashmi, learned counsel appearing for the State and Mr. Sanjay Kumar Pandey, learned counsel appearing for the complainant/opposite party no.2

2. This criminal revision petition has been filed for setting-aside the judgment dated 25.01.2025 passed by the learned Additional Judicial Commissioner-X, Ranchi in Criminal Appeal No.291/2024 (arising out of Complaint Case No.6856/2022), whereby, the learned appellate court has been pleased to dismiss the appeal filed by the petitioner and affirm the judgment of conviction and order of sentence dated 31.07.2024 passed by the learned Judicial Magistrate, 1st Class, Ranchi in Complaint Case No.6856/2022, whereby, the petitioner has been convicted under Section 138 of the Negotiable Instrument Act and he has been sentenced to undergo S.I.

for six months along with payment of compensation of Rs.6,00,000/- and in default of payment of compensation, he has been further sentenced to undergo S.I. for three months. He further submits that the matter is arising under Section 138 of the Negotiable Instrument Act. He further submits that for dishonouring of the cheque, the said complaint case has been filed and the learned court has been pleased to direct the petitioner to pay compensation of Rs.6,00,000/-. He then submits that now a good sense has prevailed between the parties and the matter has been compromised. He next submits that pursuant to the order passed by this Court dated 23.09.2025, the petitioner has already paid a sum of Rs.2,00,000/- to the complainant/ opposite party no.2 and, thereafter, on that day, the petitioner was granted provisional bail. He also submits that the petitioner has deposited demand draft of Rs.1,20,000/- in the name of the complainant before the learned court. He further submits that the petitioner is present in person in Court along with cash of Rs.2,80,000/- and the same will be handed over to the complainant/ opposite party no.2.

3. Learned counsel appearing for the complainant/opposite party no.2 submits that opposite party no.2 is also present in person in the Court.

4. The petitioner who is present in the Court will hand over cash of Rs.2,80,000/- to opposite party no.2, who is also present in the Court on proper identification by the learned counsel appearing for opposite party no.2.

5. Learned counsel appearing for the petitioner submits that in view of the aforesaid payment and demand draft deposited before the learned Court, this matter may kindly be disposed of as the matter is compoundable under

Section 147 of the Negotiable Instrument Act.

6. Learned counsel appearing for the complainant/opposite party no.2 accepts the submission made by the learned counsel appearing for the petitioner and submits that sum of Rs.2,00,000/- was already received by the complainant/opposite party no.2 and opposite party no.2 is ready to accept the sum of Rs.2,80,000/- in cash. He next submits that so far as bank draft of Rs.1,20,000/- is concerned, that bank draft is required to be revalidated as the period of validity has already expired.

7. Learned counsel appearing for the petitioner submits that proper direction may kindly be issued so that the bank draft will be taken up from the learned Court and the petitioner will revalidate the same and hand over the fresh bank draft to opposite party no.2.

8. In that view of the matter, the petitioner is directed to approach the learned trial court for taking over the said bank draft of Rs.1,20,000/-, which was earlier deposited before the learned court and the learned Court shall hand over the same to the petitioner, who will revalidate the same and hand over fresh bank draft of Rs.1,20,000/- to the complainant/opposite party no.2. The petitioner will complete this exercise within two weeks.

9. In view of the above and considering that the matter is arising under Section 138 of the Negotiable Instrument Act, which is compoundable in light of Section 147 of the Negotiable Instrument Act and both the parties have compromised the matter, this case is allowed to be compounded between the parties.

10. A Reference may be made to the judgment passed by the Hon'ble Supreme Court in the case of ***New Win Export and another v. A.***

Subramaniam, reported in **2024 SCC OnLine SC 1741**. Paragraphs 6 and 7 of the said judgment read as under:

"6. At this juncture, we would also like to reiterate a few words regarding the principles of compounding of offences in the context of NI Act. It is to be remembered that dishonour of cheques is a regulatory offence which was made an offence only in view of public interest so that the reliability of these instruments can be ensured. A large number of cases involving dishonour of cheques are pending before courts which is a serious concern for our judicial system. Keeping in mind that the 'compensatory aspect' of remedy shall have priority over the 'punitive aspect', courts should encourage compounding of offences under the NI Act if parties are willing to do so. (See: Damodar S. Prabhu v. Sayed Babalal H. (2010) 5 SCC 6631, Gimpex Private Limited v. Manoj Goel (2022) 11 SCC 7052, Meters And Instruments Private Limited And Anr. v. Kanchan Mehta (2018) 1 SCC 5603)

7. In Raj Reddy Kallem v. The State of Haryana & Anr. [2024] 5 S.C.R 203, this Court followed the same principles and quashed a conviction under the NI Act, by invoking its powers under Article 142, even though the complainant therein declined to give consent for compounding, observing that the accused has sufficiently compensated the complainant."

11. In view of the aforesaid facts, the petitioner is hereby acquitted by setting-aside the judgment dated 25.01.2025 passed by the learned Additional Judicial Commissioner-X, Ranchi in Criminal Appeal No. 291/2024 (arising out of Complaint Case No.6856/2022) as well as the judgment of conviction and order of sentence dated 31.07.2024 passed by the learned Judicial Magistrate, 1st Class, Ranchi in Complaint Case No.6856/2022.

12. The provisional bail granted to the petitioner vide order dated 23.09.2025 is, hereby, confirmed.

13. It is open to the complainant/opposite party no.2 if the undertaking given by the petitioner before this Court with regard to hand over the bank draft of Rs.1,20,000/- is not complied by the petitioner within the aforesaid

period, the complainant/opposite party is put at liberty to file appropriate petition before this Court.

14. Accordingly, this criminal revision petition is allowed in above terms and disposed of.

15. Pending I.A., if any, is disposed of.

(Sanjay Kumar Dwivedi, J.)

Dated: 29th January, 2026
Ajay/

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