

I.A. No. 2 of 2018
 IN
 Crl. A. No. 14 of 2017
 Chiranjilal Pareek v. Lalan Kumar Roy @ Lalon Kumar Roy

THE HIGH COURT OF SIKKIM: GANGTOK
(Criminal Appellate Jurisdiction)

 S.B.: THE HON'BLE MR. JUSTICE BHASKAR RAJ PRADHAN, JUDGE

I.A. No. 2 of 2018
IN
Crl. Appeal No. 14 of 2017

Shri Chiranjilal Pareek,
 S/o Late Ram Kumar Pareek,
 @ Ram Kumar Sharma,
 R/o H. No. 50/1, Jorethang,
 South Sikkim.

.... Appellant

versus

Lalan Kumar Roy @ Lalon Kumar Roy,
 S/o Choudhury Roy,
 R/o Shantinagar, Netaji Colony,
 Ward No. 36, P.O. Ghugumali,
 P.S. Bhaktinagar,
 District Jalpaiguri,
 West Bengal.

.... Respondent

Appeal under Section 147 of the Negotiable
Instruments Act, 1881.

Appearance:

Mr. B. Sharma, Senior Advocate with Mr. Bhola Nath
 Sharma, Advocate for the Appellant.
 Mr. Chiranjilal Pareek, present in person.

Mr. Sudhir Prasad, Advocate for the Respondent.
 Mr. Lalan Kumar Roy, present in person.

O R D E R (O R A L)

(05.12.2018)

Bhaskar Raj Pradhan, J

1. The judgment of the learned Chief Judicial Magistrate dated 10.02.2017 passed in Private Complaint Case No.1 of

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2016 filed by the Appellant against the Respondent by which the complaint preferred under Section 138 of Negotiable Instruments Act, 1881 was found to have been not established and the Respondent acquitted of the offence is under challenge in the present Appeal. A joint petition has been preferred placing on record a Deed of Compromise dated 04.12.2018 between the Appellant and the Respondent. As per the compromise, the Respondent has paid an amount of Rs. 2.7 lakhs (Rupees Two Lakhs Seventy Thousand) only to the Appellant as full and final payment towards the compromise.

2. The terms of the Deed of Compromise dated 04.12.2018 are as under:

- “1. That the second party has agreed to pay a sum of Rs.2.7 lakhs (Rupees Two Lakhs Seventy Thousand) only as full and final payment towards the compromise the matter.*
- 2. That the First Party is agree to compound the criminal appeal being Crl. A. No. 14 of 2017 pending disposal before the Hon’ble High Court of Sikkim as the section involve is a compoundable section.*
- 3. That the First party also agreed that he shall not make any further claim in addition to what has been agreed above from the second party.*
- 4. This is the final deed of compromise.”*

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3. It is signed by the Appellant as well as the Respondent in the presence of witnesses. The Deed of Compromise dated 04.12.2018 is taken on record and made a part of this order. In terms of the compromise, as the offence alleged is compoundable under Section 147 of the Negotiable Instruments Act, 1881 the impugned judgment of the learned Chief Judicial Magistrate dated 10.02.2017 is set aside. The Appeal is disposed in terms of the compromise deed dated 04.12.2018. The interim application is also disposed.

Judge
05.12.2018

Approved for reporting : Yes
Internet : Yes

to/