

IN THE HIGH COURT OF JHARKHAND AT RANCHI
Cr. Revision No.02 of 2019

Md. Shakil Petitioner

Versus

1. The State of Jharkhand
 2. LIC Housing Finance Opposite Parties

CORAM: HON'BLE MR. JUSTICE NAVNEET KUMAR

For the Petitioner	:	Ms. Malsi Pathak, Advocate
		Mr. P.A.S. Pati, Advocate
For the State	:	Mrs. Kumari Rashmi, APP
For the O.P. N o.2	:	Mr. Sachin Kumar, Advocate
		Mrs. Shewta Shukla, Advocate

11/08.02.2024 Heard learned counsel appearing on behalf of the petitioner and learned counsel appearing on behalf of the O.P. No.2. Learned APP appearing on behalf of the State is present.

2. This instant Criminal Revision Application has been preferred against the impugned Judgment dated 12.10.2018 passed by the learned Additional Sessions Judge-V, Jamshedpur, in criminal appeal No.107 of 2013, whereby and where under the learned Sessions Judge dismissed the appeal preferred by the petitioner and affirmed the judgment of conviction and order or sentence dated 02.04.2013 passed by learned JMFC, Jamshedpur in C/1 Case No.141 of 2009 (T.R. No 179 of 2013), whereby and where under, the appellant was convicted and directed to undergo S.I. for six months under Section 138 of N.I. Act and a compensation of Rs.3,50,000/-

3. It is submitted on behalf of the petitioner that during pending of this Criminal Revision Application, a compromise has taken place between both the parties, including the petitioner and the opposite party No.2-LIC Housing Finance Limited and they have entered into a compromise and the petitioner has paid the entire outstanding amount to the Company-Opposite Party No.2 by OTS (One Time Settlement) on 27.03.2019 by cheque in respect of the lone account

No.11032012855 and to that effect, a no dues certificate has been issued by the opposite party No.2 - LIC Housing Finance Ltd. on 06.05.2019, which is Annexure-I of the I.A. No.7414 of 2019.

4. From perusal of the Annexure-1, it is found that it is with respect to the payment of the entire housing loan, which is said to have taken by the petitioner from the Company-Opposite Party No.2, i.e. LIC Housing Finance Limited. It is found from the letter dated 06.05.2019 that the LIC Housing Finance Limited has received the final payment by OTS on 27.03.2019 by cheque in respect of the loan account of the petitioner bearing No.11032012855 and the entire outstanding was fully repaid and the following documents in original, which were deposited by the petitioner were also returned to him, i.e.

1. Original Sale Deed No.4839/3679 dated 27.07.2013
2. Original Agreement dated 12.11.2002
3. Allotment letter
4. Money receipts
5. Letter from builder
6. Floor plan
7. LIC Policy No.550203244 and 553709602

5. Further, it has also been stated in the said letter that the opposite party No.2 has no right, title or interest in respect of the said property and thus the entire loan has been repaid, for which the cheque was under question in this criminal proceeding under Section 138 of N.I. Act, and both the parties have entered into a compromise and therefore it is urged on behalf of the parties that let this Criminal Revision Application be disposed of in terms of compromise and settlement arrived at between both the parties and allowed to be compounded.

6. Learned counsel appearing on behalf of the Opposite Party No.2 LIC Housing Finance Limited does not raise any objection in view of the onetime settlement and no dues certificate issued by the LIC

Housing Finance Limited, which is Annexure -1 of the IA No.7414 of 2019.

7. Learned APP appearing on behalf of the State also fairly submitted that since one time settlement has arrived at between the parties and it is a case under Section 138 of the N.I. Act and therefore let this case be compounded.

8. Having taken into consideration the aforesaid facts and submission of both the parties, it is found that it was a case under Section 138 of N.I. Act and now the matter has been settled and compromised between both the parties, under which the entire dues amount has been paid by the petitioner to the Opposite Party No.2 LIC Housing Finance Limited for the housing loan and to that effect no dues certificate has also been issued.

9. As such, the impugned Judgment dated 12.10.2018 passed by the learned Additional Sessions Judge-V, Jamshedpur, in Criminal Appeal No.107 of 2013 and the judgment of conviction and order of sentence dated 02.04.2013 passed by learned JMFC, Jamshedpur in C/1 Case No.141 of 2009 (T.R. No 179 of 2013) are hereby set-aside.

10. Accordingly, this Criminal Revision Application is allowed to be compounded and gets disposed of.

11. In the result, the petitioner is discharged from the criminal liabilities.

(Navneet Kumar, J.)

R.Kumar