



2025:DHC:7264



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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% *Date of decision: 19<sup>th</sup> August 2025*

+ CRL.M.C. 3340/2023

SANJAY VASUDEVA .....Petitioner

Through: Mr. Vijay DattGahtori, Mr. Ajit  
Nair and Mr. NityanandKhatua,  
Advocates.

versus

STATE OF NCT OF DELHI AND ANR .....Respondents

Through: Ms. Priyanka Dalal, APP for  
the State.

**CORAM:**

**HON'BLE MR. JUSTICE ARUN MONGA**

**J U D G M E N T**

1. Petitioner, a senior citizen, under continuous incarceration for the past 7 years and 10 months, unable to discharge his debt of Rs. 1.3 crores, stands before this Court convicted and sentenced under Section 138 of Negotiable Instruments Act, 1881 (NIA for short). Qua his aggregate liability of the principal amount of Rs.1.30 crore, he was tried in multiple cheque dishonour cases and held guilty in 82 different trials. He was also directed to deposit various sums of fine/compensation, in default of which to undergo additional sentences of imprisonment.

2. He seeks indulgence to set him free, either by equalising the sentences already undergone in default of payment of



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fine/compensation, as ordered, and/or otherwise pass appropriate orders to reduce the same by invoking inherent powers under section 528 of the BNSS. It is stated that he was taken in custody on 23.10.2017 and since then he has been in prison.

3. Case set up by the petitioner is that he has already suffered the misfortune of financial calamity owing to which he is under infinite incarceration and his family is living under literal starvation and penury. Payment of fine/compensation as awarded by the trial courts is beyond his means. Non-payment thereof is thus not deliberate, but due to his being the victim of circumstances caused by the financial losses suffered in business. He doesn't even have money to assail the Trial Court orders and thus is languishing in jail, though in some cases he unsuccessfully tried.

4. Prior to his conviction, petitioner was running a business in the name and style of M/s Shiva Enterprises, as a sole proprietor, in course of which he had taken certain loans. Since he was unable to service his debts, he turned bankrupt resulting in as many as 165 cheque dishonour complaints against him. Out of which, he was convicted in 82, discharged/acquitted in 81 and currently 2 trials are still pending against him.

5. In response to the petition, a report dated 21.03.2025 along with nominal roll has been placed on record by the competent authority of the jail which, inter alia, shows the case wise fine amount (under the head/column of fine but described as compensation against relevant entry in the table) and default punishment imposed by the learned trial Court. It reads as under :-



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FIXED FOR 21.03.2025

**GOVT. OF NCT OF DELHI**  
**OFFICE OF THE SUPERINTENDENT, CENTRAL JAIL NO.7,**  
**TIHAR, NEW DELHI**

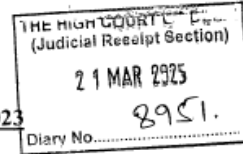
Phone No. 011-28522109, e-mail – scj7-tihar@nic.in

No: SCJ-7 / AS (CT) / 2025 / 866

Dated: 21/03/2025

To

✓ The Hon'ble Registrar General,  
High Court of Delhi,  
New Delhi



Crl. M.C. No. 3340/2023

**Sub: Reg. submission of Nominal Roll in r/o inmate Sanjay Vasudeva S/o Goverdhan Lal in case CC No. 527017/2016, U/s 420 IPC, P.S. Subzi Mandi, titled as M/s Siaram Brothers Vs. Shiva Enterprises (Through its Prop. Sanjay Vasudeva).**

Hon'ble Sir,

Kindly refer order dated 28.01.2025 passed by the Hon'ble High Court of Delhi vide which a fresh nominal has been requisitioned from the Jail Superintendent. In addition, concerned officer from Jail has also been directed to remain present on the next date along with relevant records.

In compliance to the above, please find enclosed, details are as under:

- Latest Nominal Roll in above noted case;
- List of cases in which sentences has been undergone by convict is annexed as Annexure "A";
- List of cases in which substantive sentence has been undergone; however, sentence in lieu of compensation / fine remains to be served by convict is annexed as Annexure "B";
- List of pending cases is annexed as Annexure "C";



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- In addition, list of cases in which convict was acquitted/discharged is annexed as Annexure "D".

It is evident to mention here that, substantive sentences of all the cases have been completed, however, at present convict Sanjay Vasudeva is undergoing sentence in default of payment of compensation in case CC No. 536727/2016, U/s 138 NI Act, P.S. Roop Nagar w.e.f. 15.12.2024 which is scheduled to be completed on 14.04.2025. Thereafter, sentences in lieu of fine/compensation i.e. Rs. 1,09,09,081/- in other cases for a period of 09 Years, 01 Months & 25 Days remains to be served.

Submitted for kind information and perusal please.

Yours faithfully,

(Rakesh Singhal)

Superintendent of Prison

Central Jail No.7

Tihar, New Delhi

Superintendent

Central Jail No.7

Tihar, New Delhi

Date:

Encl: As above.

No: SCJ-7 / AS (CT) / 2025 /

Copy to:-

- The Standing Counsel (Criminal), Chamber No. 437, Lawyers Chambers, High Court of Delhi, New Delhi – 110003.
- Ms. Shubhi Gupta, Ld. APP for the State.



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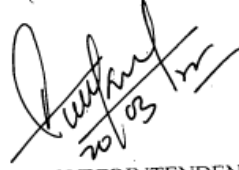


**NOMINAL ROLL**

1.	Name & Parentage of UTP	Sanjay Vasudeva S/o G.L.Vasudeva		Age: 62 Yrs		
2.	Residential Address	<ul style="list-style-type: none"><li>• 673, Noor Building Main Building, Subzi Mandi, Ghanta Ghar, Delhi-110007; &amp; also at</li><li>• B-4/56, Ground Floor, Ashok Vihar, Phase-II, Delhi</li></ul>				
3.	Ground for Nominal Roll	Sought by Hon'ble High Court of Delhi in CrI. M.C. No. 3340/2023				
4.	Case Particulars	CC No.	UNDER SEC.	P.S.		
		527017/16	420 IPC	Subzi Mandi		
5.	Date of admission	22.02.2020 (Restored vide order dated 16.01.2020 by Hon'ble High Court of Delhi in CrI. L.P. No 436/2018 & CrI. A. No. 55/2020)				
6.	Trial Court	Sh. Chhatinder Singh, Ld. MM (Central), Tis Hazari Court, Delhi				
7.	Next date of hearing	01.04.2025				
<b>DETAILS OF SENTENCE UNDERGONE IN THE ABOVE NOTED CASE</b>						
8.	UT Period	FROM	TO	YEAR (S)	MONTH (S)	DAY (S)
		01.02.2018	02.05.2018	00	03	02
		22.02.2020	20.03.2025	05	00	29
9.	Under trial period less interim bail period (if any) as on 20.03.2025		05	04	01	
10.	Details of any other convicted case	<ul style="list-style-type: none"><li>• List of cases in which sentences has been undergone by convict is annexed as Annexure "A";</li><li>• List of cases in which substantive sentence has been undergone; however, sentence in lieu of compensation / fine remains to be served by convict is annexed as Annexure "B";</li></ul>				
11.	Details of other pending cases in which accused is in JC (As UTP)	<ul style="list-style-type: none"><li>• List of pending cases is annexed as Annexure "C";</li></ul>				
12.	Physical condition/Medical Report	Normal				



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13.	Details of Interim Bail availed		NIL
14.	Report of misconduct (if any)		N.A.
15.	Details of surrender from last Interim Bail		N.A.
16.	Jail conduct during last one year (if any)		Satisfactory
17.	(PREPARED BY)  DEALING ASSISTANT	(CHECKED BY)  ASSTT. SUPERINTENDENT	(VERIFIED BY)  DY. SUPERINTENDENT
18.	RECOMMENDATION OF SUPERINTENDENT WITH REMARKS, IF ANY   SUPERINTENDENT OF PRISON CENTRAL JAIL NO.7		

**ANNEXURE A**

Annexure "A"

List of cases in which sentences has been undergone by convict											
S.N	CASE PARTICULAR	D.O.S	LENGTH OF SENTENCE	STATUS APPEAL	PERIOD (UT)		PERIOD(CT)		PERIOD(FINE/COMPENSATION)		REMARKS
					FROM	TO	FROM	TO	FROM	TO	
1	CC NO. 52999/2016, U/S - 138 NI ACT. TITLE - SANJAY VASUDEVA V/S RAND KISHORE DOGA	02.04.2018	SI FOR 01 YRS AND COMPENSATION AMOUNT OF RS 3,60,000/-, I/D 06 MONTHS SI	CA NO. 162/2018 MODIFIED SENTENCE 10 MONTHS SI AND COMPENSATION 3,60,000/- I/D 05 MONTHS SI	05.02.2018	01.04.2018	02.04.2018	04.12.2018	15.08.2022	14.01.2023	SENTENCE COMPLETED ON 14.01.2023
2	CC NO 16124/2016, U/S-138 NI ACT, P.S- JANAKPURI	09.04.2018	SENTENCE PERIOD ALREADY UNDERGONE AND COMPENSATION OF RS 1,00,000/- I/D-03 MONTHS SI	APPEAL NOT FIELD	05.01.2018	09.04.2018	PERIOD ALREADY UNDERGONE		15.01.2023	14.04.2023	SENTENCE COMPLETED ON 14.04.2023
3	CC NO.18064/2016. U/S-138 NI ACT, P.S- MOTI NAGAR	14.05.2018	SENTENCE PERIOD ALREADY UNDERGONE AND TO PAY COMPENSATION OF RS 45,000/- I/D-01 MONTHS SI	APPEAL NOT FIELD	05.01.2018	14.05.2018	PERIOD ALREADY UNDERGONE		15.04.2023	14.05.2023	SENTENCE COMPLETED ON 14.05.2023
4	CC NO. 525949/2016, U/S-138 NI ACT, P.S- KOTWALI	02.07.2018	SI FOR 01 MONTHS AND PAY TO COMPENSATION OF RS. 18,000/- I/D-02 MONTHS SI	APPEAL NOT FIELD	20.02.2018	02.07.2018	PERIOD ALREADY UNDERGONE		15.05.2023	14.07.2023	SENTENCE COMPLETED ON 14.07.2023
5	CC NO 513310/2016, U/S -138 NI ACT, P.S - ROOP NAGAR	30.07.2018	SI FOR 09 MONTHS AND PAY TO COMPENSATION OF RS. 1,10,000/- I/D-06 MONTHS SI	APPEAL NOT FIELD	08.11.2017	29.07.2018	05.12.2018	12.12.2018	15.07.2023	14.01.2024	SENTENCE COMPLETED ON 14.01.2024
6	CC NO 541013/2016 U/S-138 NI ACT. TITLE-SUBHASH MUNJAL V/S SANJAY VASUDEVA	30.07.2018	SI FOR 09 MONTHS AND PAY TO COMPENSATION OF RS 1,195,000/- I/D-03 MONTHS SI	APPEAL NOT FIELD			13.12.2018	12.09.2019	15.01.2024	14.04.2024	SENTENCE COMPLETED ON 14.04.2024



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7	CC NO 520758/2016, U/S-138 NI ACT, P.S SUBZI MANDI	06.08.2018	RI FOR 01 YRS AND COMPENSATION OF RS 4,26,000/-ID- 06 MONTHS RI	CR APPEAL NO 52/2018 DISMISSED ON 15.12.2018	08.11.2017	05.08.2018	13.09.2019	14.12.2019	15.04.24	14.10.2024	
SENTENCE COMPLETED ON 14.10.2024											
8	CC NO 540026/2016 U/S-138 NI ACT, P.S-BURARI	06.08.2018	SI FOR 01 MONTH AND PAY COMPENSATION OF RS1,60,000/-ID- 02 MONTHS SI	APPEAL NOT FIELD	21.05.2018	06.08.2018			15.10.2024	14.12.2024	
SENTENCE COMPLETED ON 14.12.2024											
9	CC NO 536727/2016, U/S-138 NI NACT,P.S- ROOP NAGAR	25.09.2018	SI FOR 01 YEAR AND COMPENSATION AMOUNT OF RS. 72,000/-, ID-04 MONTHS SI	CRL NO 409/2018, DISMISSED ON 04.12.2018 BY THE HON BLE COURT OF SH. SANJAY AGGARWAL SPL JUDGE CBI,PC,ACT THE,DELHI	17.01.2018	24.09.2018	15.12.20219	06.04.2020	15.12.2024	14.04.2025	CONVICT IS PRESENTLY UNDERGOING SENTENCE AGAINST COMPENSATION IN THIS CASE TILL 14.04.2025
SUBSTANTIVE SENTENCE COMPLETED ON 06.04.2020 CONVICT IS PRESENTLY UNDERGOING SENTENCE AGAINST COMPENSATION IN THIS CASE TILL 14.04.2025											
10	CC NO.22688/2016, U/S- 138 NI ACT, P.S- MOTI NAGAR	24.09.2018	PERIOD ALREADY UNDERGONE	APPEAL NOT FIELD	05.03.2018	24.09.2018					PERIOD ALREADY UNDERGONE AS UNDER TRIAL
SENTENCE COMPLETED ON 24.09.2018											
11	CC NO. 525952/2016, U/S- 138 NI ACT, ROOP NAGAR	09.10.2018	PERIOD ALREADY UNDERGONE	APPEAL NOT FIELD	07.05.2018	09.10.2018					PERIOD ALREADY UNDERGONE AS UNDER TRIAL
SENTENCE COMPLETED ON 09.10.2018											
12	CC NO. 525953/2016, U/S- 138 NI ACT, ROOP NAGAR	09.10.2018	PERIOD ALREADY UNDERGONE	APPEAL NOT FIELD	07.05.2018	09.10.2018					
SENTENCE COMPLETED ON 09.10.2018											
13	CC NO. 525954/2016, U/S- 138 NI ACT, ROOP NAGAR	09.10.2018	PERIOD ALREADY UNDERGONE	APPEAL NOT FIELD	07.05.2018	09.10.2018					
SENTENCE COMPLETED ON 09.10.2018											

14	CC NO. 523658/2016, U/S-138 NI ACT P.S- SUBZI MANDI	09.10.2018	PERIOD ALREADY UNDERGONE	APPEAL NOT FIELD	07.05.2018	09.10.2018					
SENTENCE COMPLETED ON 09.10.2018											
15	FIR NO. 62/2018, U/S- 174A IPC P.S- PUNJABI BAGH	20.10.2018	PERIOD ALREADY UNDERGONE	APPEAL NOT FIELD	05.04.2018	20.10.2018					
SENTENCE COMPLETED ON 20.10.2018											
16	FIR NO. 61/2018, U/S- 174A IPC P.S- PUNJABI BAGH	20.10.2018	PERIOD ALREADY UNDERGONE	APPEAL NOT FIELD	05.04.2018	20.10.2018					
SENTENCE COMPLETED ON 20.10.2018											
17	FIR NO. 59/2018, U/S- 174A IPC P.S- PUNJABI BAGH	20.10.2018	PERIOD ALREADY UNDERGONE	APPEAL NOT FIELD	05.04.2018	20.10.2018					
SENTENCE COMPLETED ON 20.10.2018											
18	CC NO.181/2010 U/S- 138 NI ACT P.S- KOTWALI	11.01.2019	SI FOR 02 YEAR AND PAY COMPENSATION OF RS. 6,32,000/-ID- 06 MONTHS SI	CA NO 153/2019 SENTENCE PERIOD ALREADY UNDERGONE ON 13.09.2019	24.10.2017	13.09.2019					SENTENCE MODIFIED TO THE PERIOD ALREADY UNDERGONE BY LD. APPELLATE COURT VIDE ORDER DATED 13.09.2019 IN BOTH CASES
SENTENCE COMPLETED ON 13.09.2019											
19	CC NO. 184/2010, U/S- 138 NI ACT, P.S - KOTWALI	11.01.2019	SI FOR 01 YEAR AND COMPENSATION OF RS. 36,000/-ID- 06 MONTHS SI	CA NO 152/2019 SENTENCE PERIOD ALREADY UNDERGONE ON 13.09.2019	24.10.2017	13.09.2019					
SENTENCE COMPLETED ON 13.09.2019											
20	FIR NO. 60/2018, U/S- 174A IPC P.S- PUNJABI BAGH	20.10.2018	PERIOD ALREADY UNDERGONE	APPEAL NOT FIELD	05.04.2018	20.10.2018					
SENTENCE COMPLETED ON 20.10.2018											
21	CC NO. 5083/2017 & OLD CC NO. 2273/2017. P.S. MUKHERJEE NAGAR	23.12.2021	PERIOD ALREADY UNDERGONE	APPEAL NOT FIELD	21.06.2018	22.11.2021					SENTENCE ALREADY COMPLETED AS DURING TRIAL AS PER ORDER DATED 23.12.2021.



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## ANNEXURE B

List of pending cases in which substantive sentence has been undergone; however, sentence in lieu of compensation / fine remains to be served by convict											
S.NO	CASE PARTICULAR	D.O.S	LENGTH OF SENTENCE	STATUS APPEAL	PERIOD (UT)		PERIOD(CT)		PERIOD(FINE/COMPENSATION)		REMARKS
					FROM	TO	FROM	TO	FROM	TO	
1.	CC NO 536728/2016, U/S-138 NI ACT, P.S-ROOP NAGAR	25.09.2018	SI FOR 01 YEAR AND COMPENSATION OF RS. 38,000/-, ID-04 MONTHS SI	CA. NO 410/2018, DISMISSED ON 04.12.2018 BY HON'BLE COURT OF SH SANJAY KUMAR AGGARWAL .SPL JUDGE .PC,ACT THE,DELHI	17.01.2018	24.09.2018	07.04.2020	28.07.2020	15.04.2025	14.08.2025	SENTENCE COMPLETED ON 28.07.2020, COMPENSATION SENTENCE REMAINING
2.	CC NO 536729/2016,-138 NI BACT, P.S-ROOP NAGAR	25.09.2018	SI FOR 01 YEAR AND COMPENSATION OF RS. 77,000/-, ID-04 MONTHS SI	CA. NO 411/2018, DISMISSED ON 04.12.2018 BY HON'BLE COURT OF SH SANJAY KUMAR AGGARWAL .SPL JUDGE .PC,ACT THE,DELHI	17.01.2018	24.09.2018	29.07.2020	20.11.2020	15.08.2025	14.12.2025	SENTENCE COMPLETED ON 20.11.2020, COMPENSATION SENTENCE REMAINING
3.	CC NO. 536730/2016, U/S-138 NI ACT, P.S-ROOP NAGAR	25.09.2018	SI FOR 01 YEAR AND COMPENSATION OF RS. 71,000/-, ID-04 MONTHS SI	CA. NO 408/2018, DISMISSED ON 04.12.2018 BY HON'BLE COURT OF SH SANJAY KUMAR AGGARWAL .SPL JUDGE .PC,ACT THE,DELHI	17.01.2018	24.09.2018	21.11.2020	12.03.2021	15.12.2025	14.04.2026	SENTENCE COMPLETED ON 12.03.2021, COMPENSATION SENTENCE REMAINING
4.	CC NO. 530223/2016, U/S-138 NI ACT, P.S-ROOP NAGAR	12.11.2018	SI FOR 06 MONTHS AND COMPENSATION OF RS. 82,000/-, ID-03 MONTHS SI	APPEAL NOT FIELD	30.07.2018	11.11.2018	13.03.2021	30.05.2021	15.04.2026	14.07.2026	BOTH SUBSTANTIVE SENTENCES WERE ORDERED TO BE RUN CONCURRENTLY BY THE
					SENTENCE COMPLETED ON 30.05.2021, COMPENSATION SENTENCE REMAINING						

5.	CC NO 520223/2016, U/S-138 NI ACT, P.S-ROOP NAGAR	12.11.2018	SI FOR 06 MONTHS AND COMPENSATION OF RS 1,05,000/-, ID-03 MONTHS SI	APPEAL NOT FIELD	30.07.2018	11.11.2018	13.03.2021	30.05.2021	15.07.2026	14.10.2026	HON'BLE TRIAL COURT
					SENTENCE COMPLETED ON 30.05.2021, COMPENSATION PART REMAINING						
6.	CC NO 25238/2016, U/S-138 NI ACT, P.S-ASHOK VIHAR	08.02.2019	SI FOR TILL THE RISING OF THE COURT AND PAY COMPENSATION OF RS 1,50,000/- SI FOR 01 MONTH	APPEAL NOT FIELD	13.02.2018	08.02.2019	--	--	15.10.2026	14.11.2026	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
7.	CC NO. 529989/2016, U/S-138 NI ACT, P.S-KOTWALI	18.02.2019	SI FOR 18 MONTHS AND PAY FINE OF RS 2,50,000/ OUT OF WHICH AMOUNT OF RS 1,80,000/ SHALL BE PAID AS COMPENSATION ID-04 MONTHS SI	CA. NO 117/2019, SENTENCE MODIFY PERIOD ALREADY UNDERGONE AND FINE SENTENCE MAINTAINED ON DATED 29.04.2019 AND BENEFIT U/S 427 CRPC.	23.07.2018	10.10.2019	--	--	15.11.2026	14.03.2027	
					SUBSTANTIVE SENTENCE COMPLETED, ON 10.10.2019, FINE SENTENCE REMAINING						
8.	CC NO 2655/2016, (OLD NO) R.NO.11263/2016, U/S-138 NI ACT, P.S-MADHU VIHAR	20.02.2019	SI FOR 01 YRS AND COMPENSATION OF RS. 2,50,000/-, SI FOR 03 MONTHS	APPEAL NOT FIELD	27.03.2018	19.02.2019	31.05.2021	08.07.2021	15.03.2027	14.06.2027	
					SUBSTANTIVE SENTENCE COMPLETED, ON 08.07.2021, COMPENSATION SENTENCE REMAINING						
9.	CC NO. 536835/2016, U/S-138 NI ACT, P.S-ROOP NAGAR	25.03.2019	SI FOR 01 YEARS AND FINE OF RS 34088, ID-06 MONTHS SI OUT OF WHICH AMOUNT OF RS 22,000/ SHALL BE PAID AS COMPENSATION TO THE COMPLAINT	APPEAL NOT FIELD	26.02.2018	24.03.2019	--	--	15.06.2027	14.12.2027	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
10.	CC NO. 536834/2016, U/S-138 NI ACT, P.S-ROOP NAGAR	25.03.2019	SI FOR 01 YEARS AND FINE RS 56,812, ID-06 MONTHS SI OUT OF WHICH AMOUNT OF RS 37000/ SHALL BE PAID AS COMPENSATION TO THE VICTIM	APPEAL NOT FIELD	26.02.2018	24.03.2019	--	--	15.12.2027	14.06.2028	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
11.	CC NO 536836/2016, U/S-138 NI ACT, P.S-ROOP NAGAR	25.03.2019	SI FOR 01 YEARS AND FINE RS 34088, ID-06 MONTHS SI OUT OF WHICH AN AMOUNT	APPEAL NOT FIELD	26.02.2018	24.03.2019	--	--	15.06.2028	14.12.2028	



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			OF RS 22000/- SHALL BE PAID AS COMPENSATION TO THE COMPLAINANT		SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
12.	CC NO. 530162/2016, U/S-138 NI ACT, P.S-DARYA GANJ	25.03.2019	SI FOR 01 YEARS AND FINE RS. 1,68,000/- ID-06 MONTHS SI OUT OF WHICH AN AMOUNT OF RS 1,17,000/- SHALL BE PAID AS COMPENSATION TO THE COMPLAINANT	APPEAL NOT FIELD	21.05.2018	24.03.2019	09.07.2021	05.09.2021	15.12.2028	14.06.2029	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
13.	CC NO. 16503/2016, U/S-138 NI ACT, P.S-M. ENCLAVE	28.03.2019	SI FOR TILL RISING COURT AND PAY COMPENSATION OF RS. 60,000/- ID-01 MONTH SI	APPEAL NOT FIELD	01.09.2018	28.03.2019	--	--	15.06.2029	14.07.2029	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
14.	CC NO. 923/2016, U/S-138 NI ACT, P.S-KOTWALI	25.05.2019	SI FOR 30 DAYS AND PAY COMPENSATION OF RS. 1,60,000/- ID 15 DAYS SI	APPEAL NOT FIELD	29.11.2017	13.12.2017	25.05.2019	09.06.2019	15.07.2029	29.07.2029	BENEFIT U/S 427 Cr.P.C GIVEN TO CONVICT WITH CC NO.184/2010
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
15.	CC NO.4170/2016, U/S-138 NI ACT, P.S-KOTWALI	25.05.2019	SI FOR 30 DAYS AND PAY COMPENSATION OF RS. 1,20,000/- ID 15 DAYS SI	APPEAL NOT FIELD	29.11.2017	13.12.2017	25.05.2019	09.06.2019	30.07.2029	14.08.2029	BENEFIT U/S 427 Cr.P.C GIVEN TO CONVICTED WITH CC NO.184/2010, P.S-KOTWALI
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
16.	CC NO.1999/0704, CC NO. 6299/2018, U/S-138 NI ACT, P.S-F.BAZAR	30.07.2019	SI FOR 09 MONTHS AND PAY COMPENSATION OF RS. 65,000/- ID-02 MONTHS SI	APPEAL NOT FIELD	02.11.2017	29.07.2019	--	--	15.08.2029	14.10.2029	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
17.	CC NO. 1998/0704, CC NO. 6298/2017, U/S-138 NI ACT, P.S-F.BAZAR	30.07.2019	SI FOR 09 MONTHS AND PAY A COMPENSATION OF RS 20,000/-, ID-01 MONTHS SI	APPEAL NOT FIELD	02.11.2017	29.07.2019	--	--	15.10.2029	14.11.2029	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
18.	CC NO. 1997/704, CC NO.6297/2018, U/S-138 NI ACT, P.S-F.BAZAR	30.07.2019	SI FOR 09 MONTHS AND PAY A COMPENSATION OF RS 1,20,000/-, ID-02 MONTHS SI	APPEAL NOT FIELD	02.11.2017	29.07.2019	--	--	15.11.2029	14.01.2030	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
19.	CC NO.539248/2016, U/S-138 NI ACT	28.08.2019	SI FOR A PERIOD OF 01 YEAR AND PAY COMPENSATION OF	APPEAL NOT FIELD	22.03.2018	27.08.2019	--	--	15.01.2030	14.02.2030	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						

	P.S-K.BAGH		RS. 64,000/-, ID-01 MONTH SI		SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
20.	CC NO.539239/2016, U/S-138 NI ACT, P.S-K.BAGH	28.08.2019	SI FOR 01 YEAR AND PAY COMPENSATION OF RS. 91,000/-, ID-01 MONTH SI	APPEAL NOT FIELD	22.03.2018	27.08.2019	--	--	15.02.2030	14.03.2030	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
21.	CC NO.511425/2016, U/S-138 NI ACT, P.S-SUBZI MANDI	30.08.2019	SI FOR 01 YEAR AND COMPENSATION OF RS2,55,088/-, ID-01 MONTH SI	CRLA NO.90/2021 IS DISMISSED BY THE HON'BLE COURT OF MS. NEELOFAR ABIDA PARVEEN, TIS HAZARI COURT DELHI VIDE DATED 18.02.2022	07.08.2019	29.08.2019	06.09.2021	12.08.2022	15.03.2030	14.04.2030	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
22.	CC NO. 516265/2016, U/S-138 NI ACT, P.S-KOTWALI	30.08.2019	SI FOR 01 YEAR AND COMPENSATION OF RS 4,78,596/-, ID-01 MONTH SI	APPEAL NOT FIELD	08.12.2017	29.08.2019	--	--	15.04.2030	14.05.2030	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
23.	CC NO. 517103/2016, U/S-138 NI ACT, P.S-KOTWALI	30.08.2019	SI FOR 01 YEAR AND COMPENSATION OF RS 2,21,278/-, ID-01 MONTH SI	APPEAL NOT FIELD	08.12.2017	29.08.2019	--	--	15.05.2030	14.06.2030	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
24.	CC NO.517102/2016, U/S-138 NI ACT, P.S-KOTWALI	30.08.2019	SI FOR 01 YEAR AND COMPENSATION OF RS 3,39,696/-, ID-01 MONTH SI	APPEAL NOT FIELD	08.12.2017	29.08.2019	--	--	15.06.2030	14.07.2030	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
25.	CC NO.523133/2016, U/S-138 NI ACT, P.S-SUBZI MANDI	30.08.2019	SI FOR 01 YEAR AND COMPENSATION OF RS 4,09,662/-, ID-01 MONTH SI	APPEAL NOT FIELD	18.01.2018	29.08.2019	--	--	15.07.2030	14.08.2030	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
26.	CC NO.519748/2016, U/S-138 NI ACT, P.S-SUBZI MANDI	30.08.2019	SI FOR 01 YEAR AND COMPENSATION OF RS 1,93,556/-, ID-01 MONTH SI	APPEAL NOT FIELD	18.01.2018	29.08.2019	--	--	15.08.2030	14.09.2030	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
27.	CC NO.518269/2016, U/S-138 NI ACT, P.S-SUBZI MANDI	30.08.2019	SI FOR 01 YEAR AND COMPENSATION OF RS 5,50,666/-, ID-01 MONTH SI	APPEAL NOT FIELD	18.01.2018	29.08.2019	--	--	15.09.2030	14.10.2030	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						



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28.	CC NO.518259/2016, U/S-138 NI ACT, P.S.-KOTWALI	30.08.2019	SI FOR 01 YEAR AND COMPENSATION OF RS 4.11.124/-, ID-01 MONTH SI	APPEAL NOT FIELD	18.01.2018	29.08.2019	--	--	15.10.2030	14.11.2030	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
29.	CC NO.513199/2016, U/S-138 NI ACT, P.S.-ROOP NAGAR	16.09.2019	SI FOR 04 MONTHS AND COMPENSATION OF RS 75,000/-, ID-02 MONTH SI	APPEAL NOT FIELD	29.06.2018	15.09.2019	--	--	15.11.2030	14.01.2031	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
30.	CC NO.536917/2016, U/S-138 NI ACT, P.S.-SUBZI MANDI	21.09.2019	SI FOR 06 MONTHS AND FINE RS 5,50,000/- FINE IS PAYABLE TO THE COMPLAINT AS COMPENSATION , ID-03 MONTH SI	APPEAL NOT FIELD	01.10.2018	20.09.2019	--	--	15.01.2031	14.04.2031	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
31.	CC NO.513039/2016, U/S-138 NI ACT, P.S.-SUBZI MANDI	21.09.2019	SI FOR 03 MONTHS AND FINE RS 1,62,000/- FINE IS PAYABLE TO THE COMPLAINT AS COMPENSATION , ID-01 MONTH SI	APPEAL NOT FIELD	01.10.2018	20.09.2019	--	--	15.04.2031	14.05.2031	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
32.	CC NO.536867/2016, U/S-138 NI ACT, P.S.-SUBZI MANDI	21.09.2019	SI FOR 03 MONTHS AND FINE RS 1,60,000/- FINE IS PAYABLE TO THE COMPLAINT , ID-01 MONTH SI	APPEAL NOT FIELD	01.10.2018	20.09.2019	--	--	15.05.2031	14.06.2031	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
33.	CC NO.520412/2016, U/S-138 NI ACT, P.S.-SUBZI MANDI	21.09.2019	SI FOR 03 MONTHS AND FINE RS 1,50,000/- FINE IS PAYABLE TO THE COMPLAINT AS COMPENSATION , ID-01 MONTH SI	APPEAL NOT FIELD	01.10.2018	20.09.2019	--	--	15.06.2031	14.07.2031	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
34.	CC NO.520415/2016, U/S-138 NI ACT, P.S.-SUBZI MANDI	21.09.2019	SI FOR 02 MONTHS AND FINE OF RS 76,000/- FINE IS PAYABLE TO COMPLAINT AS COMPENSATION , ID-01 MONTH SI	APPEAL NOT FIELD	01.10.2018	20.09.2019	--	--	15.07.2031	14.08.2031	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
35.	CC NO.1706/2016, U/S-138 NI ACT, P.S.-KAROL BAGH	21.09.2019	SI FOR PERIOD ALREADY UNDERGONE AND COMPENSATION OF RS 2,00,000/- ID 01 MONTH SI	APPEAL NOT FIELD	19.03.2019	20.09.2019			15.08.2031	14.09.2031	
					PERIOD ALREADY UNDERGONE, COMPENSATION SENTENCE REMAINING						
36.	CC NO.542819/2016, U/S-138 NI ACT	10.10.2019	SI FOR 01 YEAR AND PAY OF RS 90,000/- AS COMPENSATION , ID-	APPEAL NOT FIELD	29.06.2018	09.10.2019	--	--	15.09.2031	14.11.2031	

	P.S.-KAROL BAGH		02 MONTH SI		SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
37.	CC NO.522507/2016, U/S-138 NI ACT, P.S.-ROOP NAGAR	30.10.2019	SI FOR 01 MONTH AND FINE OF RS. 50,000/- FINE AS PAYABLE TO THE COMPLAINT AS COMPENSATION , ID-15 DAYS SI	APPEAL NOT FIELD	23.05.2018	29.10.2019	--	--	15.11.2031	29.11.2031	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
38.	CC NO.522508/2016, U/S-138 NI ACT, P.S.-ROOP NAGAR	30.10.2019	SI FOR 01 MONTH AND FINE OF RS. 50,000/- FINE AS PAYABLE TO THE COMPLAINT AS COMPENSATION , ID-15 DAYS SI	APPEAL NOT FIELD	23.05.2018	29.10.2019	--	--	30.11.2031	14.12.2031	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
39.	CC NO.522505/2016, U/S-138 NI ACT, P.S.-ROOP NAGAR	30.10.2019	SI FOR 01 MONTH AND FINE OF RS. 50,000/- FINE AS PAYABLE TO THE COMPLAINT AS COMPENSATION , ID-15 DAYS SI	APPEAL NOT FIELD	23.05.2018	29.10.2019	--	--	15.12.2031	29.12.2031	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
40.	CC NO.10511/2016, U/S-138 NI ACT, P.S.-RAJOURI GARDEN	30.10.2019	SUBSTANTIVE SENTENCE ALREADY NIL AND COMPENSATION OF RS. 80,000/- ID 01 MONTH SI	APPEAL NOT FIELD	26.03.2018	29.10.2019	--	--	30.12.2031	29.01.2032	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
41.	CC NO.522509/2016, U/S-138 NI ACT, P.S.-ROOP NAGAR	30.10.2019	SI 01 MONTH & RS. 40,000/- FINE PAYABLE TO COMPLAINT AS COMPENSATION, ID 15 DAYS SI	APPEAL NOT FIELD	23.05.2018	29.10.2019	--	--	30.01.2032	14.02.2032	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
42.	CC NO.522510/2016, U/S-138 NI ACT, P.S.-ROOP NAGAR	30.10.2019	SI FOR 01 MONTH AND PAY OF RS. 60,000/- FINE IS PAYABLE TO THE COMPLAINT AS COMPENSATION , ID-15 DAYS SI	APPEAL NOT FIELD	23.05.2018	30.10.2019	--	--	15.02.2032	29.02.2032	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						
43.	CC NO.23932/2016, U/S-138 NI ACT, P.S.-ROOP NAGAR	22.11.2019	SENTENCE PERIOD ALREADY UNDERGO AND ALSO FOR A FURTHER PERIOD OF 01 MONTH SI AND COMPENSATION RS 35,000/- ID 01 MONTH SI	APPEAL NOT FIELD	13.08.2022	12.09.2022	--	--	30.02.2032	29.03.2032	
					SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING						



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44.	CC NO. 5205782/2016, U/S 138 NI ACT, P.S - SARAJI ROHILLA	25.11.2019	SI FOR 03 MONTHS AND PAY OF RS. 5,00,000/- FINE IS PAYABLE TO THE COMPLAINANT AS COMPENSATION, ID-01 MONTH SI	APPEAL NOT FIELD	08.12.2017	24.11.2019	--	--	30.03.2032	29.04.2032	
SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING											
45.	CC NO. 3285/2016, U/S-138 NI ACT, P.S - HARI NAGAR	07.12.2019	SI FOR 02 MONTHS AND COMPENSATION OF RS. 1,10,000/-, ID-02 MONTHS SI	APPEAL NOT FIELD	18.01.2018	06.12.2019	--	--	30.04.2032	29.06.2032	
SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING											
46.	CC NO. 510259/2016, U/S-138 NI ACT, P.S - HAUZ QAZI	21.12.2019	SI FOR 01 YEAR AND COMPENSATION PAY FINE OF RS. 81,696/-, ID-15 DAYS SI	APPEAL NOT FIELD	01.02.2018	20.12.2019	--	--	30.06.2032	14.07.2032	
SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING											
47.	CC NO. 510260/2016, U/S-138 NI ACT, P.S - HAUZ QAZI	21.12.2019	SI FOR 01 YEAR AND COMPENSATION OF RS.56,976/- ID-15 DAYS	APPEAL NOT FIELD	01.02.2018	20.12.2019	--	--	15.07.2032	29.07.2032	
SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING											
48.	CC NO. 536847/2016, U/S-138 NI ACT, P.S- DARYA GANJ	25.02.2020	SI FOR 01 YEAR AND PAY RS.1,05,000/- PAYABLE TO THE COMPLAINANT AS COMPENSATION, ID-01 MONTH SI, ID-15 DAYS SI	APPEAL NOT FIELD	12.12.2017	24.02.2020	--	--	30.07.2032	14.08.2032	
SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING											
49.	CC NO.524044/2016, U/S-138 NI ACT, P.S- DBG ROAD	20.08.2020	SI FOR 01 YEAR AND PAY FINE OF RS. 15,00,000/-, ID-03 MONTHS SI	APPEAL NOT FIELD	03.01.2018	19.08.2020	--	--	15.08.2032	14.11.2032	
SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING											
50.	CC NO. 626689/2016, U/S-138 NI ACT, TITLE AS RAVI KANT SOOD V/S SANJAY VASUDEVA	19.02.2020	SI FOR 20 MONTHS AND PAY COMPENSATION RS 50,000/- ID-06 MONTHS SI. ALL THE SENTENCE SHALL RUN CONCURRENTLY, BENEFIT 427 CRPC AND 428 CRPC	CA NO. 105/2020, SUBSTANTIVE SENTENCE REDUCED 02 MONTHS SI AND COMPENSATION 40,000/- ID 10 DAYS SI	19.09.2018	18.02.2020	--	--	15.11.2032	24.11.2032	
SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING											
51.	CC NO. 626688/2016, U/S-138 NI ACT, TITLE AS RAVI KANT SOOD V/S SANJAY VASUDEVA	19.02.2020	SI FOR 20 MONTHS AND COMPENSATION RS 3,20,000/-	CA NO. 104/2020, SUBSTANTIVE SENTENCE REDUCED TO 06 MONTHS AND COMPENSATION 3,20,000/- ID 03 MONTHS SI	19.09.2018	18.02.2020	--	--	25.11.2032	24.02.2033	
SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING											

52.	CC NO.520443/2016, U/S-138 NI ACT, P.S- KAMLA MARKET	10.05.2021	SI FOR 02 YRS AND COMPENSATION OF RS 87,880/-, ID-15 DAYS SI BENEFIT 427 CRPC AND 428 CRPC	APPEAL NOT FIELD	29.11.2018	09.05.2021	--	--	25.02.2033	11.03.2033	
SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING											
53.	CT NO.1173/2017, CC NO. 271/2017, U/S-138 NI ACT, P.S- ADARSH NAGAR	11.01.2022	SI FOR 02 YRS AND PAY A FINE OF RS 3,50,000/- OUT OF WHICH 3,40,000/- SHALL BE PAYABLE COMPLAINT DEPOSITED WITH THE REST OF THE AMOUNT 10,000/- BE STATE ID-02 MONTHS SI	APPEAL NOT FIELD	13.02.2018	10.01.2022	--	--	12.03.2033	11.05.2033	
SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING											
54.	CC NO.131/2017, CT NO 77/2017, U/S-138 NI ACT, P.S- ADARSH NAGAR	11.01.2022	SI FOR 02 YRS AND PAY A FINE OF RS 5,50,000/- OUT OF WHICH 5,40,000/- SHALL BE PAYABLE COMPLAINT DEPOSITED WITH THE REST OF THE AMOUNT 10,000/- BE STATE ID-02 MONTHS SI	APPEAL NOT FIELD	13.02.2018	10.01.2022	--	--	12.05.2033	11.07.2033	
SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING											
55.	CC NO.10644R/15, CC NO. 15281/2016, U/S-138 NI ACT, P.S- NORTH ROHINI	18.05.2022	PERIOD ALREADY UNDERGONE AND DIRECTED TO PAY COMPENSATION OF RS 62,220/- ID-04 MONTHS SI	CRL APPEAL NO. 92/2022 FILED AND WITHDRAWN ON 26.08.2022	13.12.2017	17.05.2022	--	--	12.07.2033	11.11.2033	
SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING											
56.	CC NO. 1074R/2015, CASE NO. 15282/2016, U/S-138 NI ACT, P.S - NORTH ROHINI	18.05.2022	PERIOD ALREADY UNDERGONE AND DIRECTED TO PAY COMPENSATION OF RS 54,944/- ID-04 MONTHS SI	APPEAL NOT FIELD	13.12.2017	17.05.2022	--	--	12.11.2033	11.03.2034	
SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING											
57.	CC NO.33867/2016, U/S-138 NI ACT, P.S- VASANT VIHAR	28.05.2022	SI FOR 06 MONTHS AND FINE RS. 1,49,711/- TO BE PAID TO COMPLAINANT AS COMPENSATION ID-01 MONTHS SI	APPEAL NOT FIELD	03.03.2020	27.05.2022	--	--	12.03.2034	11.04.2034	
SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING											
58.	CC NO. 14522/2017, U/S-138 NI ACT, P.S- MOTI NAGAR	10.06.2022	SI FOR 30 DAYS TO FINE OF RS. 40,000/- WHICH SHALL BE PAID TO THE COMPLAINANT, ID-15 DAYS SI	APPEAL NOT FIELD	01.06.2022	30.06.2022	--	--	12.04.2034	26.04.2034	
SUBSTANTIVE SENTENCE COMPLETED, COMPENSATION SENTENCE REMAINING											



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59.	OLD NO. 441/2013. CC NO. 50779/2016. U/S- 138 NI ACT. P.S - PREET VIHAR	30.11.2024	SI FOR 01 YEAR AND FINE RS. 1,99,000/- TO BE PAID TO COMPLAINANT AS COMPENSATION ID - 01 MONTHS SI	APPEAL NOT FIELD	15.10.2022	29.11.2024	--	--	27.04.2034	26.05.2034	
SUBSTANTIVE SENTENCE COMPLETED. COMPENSATION SENTENCE REMAINING											

## ANNEXURE C

Annexure - "C"

PENDING CASES DETAILS OF UTP SANJAY VASUDEVA S/O G.L VASUDEVA					
S.NO	CASE DETAIL	U/S	P/S	V/S	STATUS
1	CC NO.5219/2017	138 NI ACT	MODEL TOWN	M/S NARAYAN ENTERPRISE VS. SANJAY VASUDEVA	NDOH - 01.05.2025 (ON BAIL)
2	CC NO. 2035/2016	138 NI ACT	SHALIMAR BAGH	AMIT KUMAR V/S SANJAY VASUDEVA	NDOH - 16.04.2025 (ON BAIL)

## ANNEXURE D

Annexure "D"

List of cases in which convict was acquitted/discharged					
S.NO	CASE DETAIL	U/S	P/S	V/S	STATUS
1.	CC NO.4989922/2016	138 NI ACT	MODEL TOWN	PRADIEEP GUPTA VS SHIVA ENTERPRISES	CASE DISMISSED ON 02.09.2022 (IN DEFAULT)
2.	CC NO. 524794/2016, 524799/16, 524798/16, 524793/16, 525194/16, 524802/16, 524800/16, 524801/16	138 NI ACT	KAROL BAGH	N/A	ACQUITTED ON 14.09.2022
3.	FIR NO. 376/2016	323/524/341/506/34 IPC	ANAND VIHAR	N/A	COMPOUNDED ON 11.04.2022
4.	CIS NO. 20645/2016	138 NI ACT	KESHAV PURAM	N/A	DISMISSED FOR NON-PROSECUTION ON 30.03.2022
5.	CC NO. 524795/2016	138 NI ACT	KAROL BAGH	N/A	ACQUITTED ON 16.02.2022
6.	CC NO. 524796/2016	138 NI ACT	KAROL BAGH	N/A	ACQUITTED ON 16.02.2022
7.	CC NO. 524797/2016	138 NI ACT	KAROL BAGH	N/A	ACQUITTED ON 16.02.2022
8.	CC NO. 521789/2016	138 NI ACT	ROOP NAGAR	M/S SYSTEM AIRCON V/S M/S SHIVA ENTERPRISES	ACQUITTED ON 03.09.2021
9.	CC NO4992308/2016	138 NI ACT	N/A	SUBHASH CHANDRA KHETAPAL V/S SANJAY VASUDEVA	DISMISSED FOR NON-PROSECUTION ON 23.03.2019
10.	CC NO. 7411/2016	138 NI ACT	KOTWALI	PRAVEEN CHAUDHARY V/S SANJAY VASUDEVA	ACQUITTED ON 25.02.2020
11.	REG NO. 23932/2016	138 NI ACT	SHALIMAR BAGH	HARI OM ELECTRIC V/S SANJAY VASUDEVA	ACCUSED NOT REQUIRED
12.	CC NO. 56927/2016	138 NI ACT	GEETA COLONY	M/S NAGPAL. ELECTRICALS V/S SANJAY VASUDEVA	DISMISSED ON 20.01.2020 WIDE ORDER DATED 20.02.2020
13.	CC NO. 4514/2016	138 NI ACT	KOTWALI	N/A	ACQUITTED ON 08.01.2020
14.	CC NO. 4440/2016	138 NI ACT	KOTWALI	N/A	ACQUITTED ON 08.01.2020
15.	CC NO. 19839/2016	138 NI ACT	MAURYA ENCLAVE	M/S SANJAY SALES CORPORATION V/S SANJAY VASUDEVA	DISMISSED FOR NON-PROSECUTION ON 17.12.2019
16.	CC NO. 19841/2016	138 NI ACT	MAURYA ENCLAVE	M/S SANJAY SALES CORPORATION V/S SANJAY	CASE DISMISSED ON 17.12.2019



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17.	CC NO. 19842/2016	138 NI ACT	MAURYA ENCLAVE	M/S SANJAY SALES CORPORATION V/S SANJAY VASUDEVA	CASE DISMISSED ON 17.12.2019
18.	CC NO. 19844/2016	138 NI ACT	MAURYA ENCLAVE	M/S SANJAY SALES CORPORATION V/S SANJAY VASUDEVA	CASE DISMISSED ON 17.12.2019
19.	CC NO. 19846/2016	138 NI ACT	MAURYA ENCLAVE	M/S SURYA SALES CORPORATION V/S SANJAY VASUDEVA	CASE DISMISSED ON 17.12.2019
20.	CC NO. 19838/2016	138 NI ACT	MAURYA ENCLAVE	M/S SANJAY SALES CORPORATION V/S SANJAY VASUDEVA	CASE DISMISSED ON 24.12.2019
21.	CC NO. 2593/2017	138 NI ACT	DBG ROAD	PRAVEEN GOYAL V/S SANJAY VASUDEVA	ACQUITTED ON 21.12.2019
22.	CC NO. 14839/2016	138 NI ACT	N/A	PRAVEEN CHAUDHARY V/S SANJAY VASUDEVA	ACQUITTED ON 28.05.2018
23.	CC NO. 8262/2016	138 NI ACT	N/A	PRAVEEN CHAUDHARY V/S SANJAY VASUDEVA	ACQUITTED ON 29.11.2019
24.	CC NO. 14840/2016	138 NI ACT	PUNJABI BAGH	PRAVEEN CHAUDHARY V/S SANJAY VASUDEVA	ACQUITTED ON 29.11.2019
25.	CC NO. 19460/2016	138 NI ACT	PUNJABI BAGH	PRAVEEN CHAUDHARY V/S SANJAY VASUDEVA	ACQUITTED ON 29.11.2019
26.	CC NO. 4130/2016	138 NI ACT	PUNJABI BAGH	PRAVEEN CHAUDHARY V/S SANJAY VASUDEVA	ACQUITTED ON 29.11.2019
27.	CC NO. 513738/2016	138 NI ACT	RAJENDER NAGAR	MANJU GHANSHAM DAS AHUJA V/S SANJAY VASUDEVA	ACQUITTED ON 19.03.2018
28.	CC NO. 5004643/2016	138 NI ACT	N/A	VISAAKHA TYAGI V/S SANJAY VASUDEVA	ACQUITTED ON 01.12.2018
29.	CC NO. 536169/2016	138 NI ACT	KAMLA MARKET	M/S INDUSTRIAL BEARING HOUSE V/S SANJAY VASUDEVA	ACQUITTED ON 14.10.2019
30.	CC NO. 536170/2016	138 NI ACT	KAMLA NAGAR	M/S INDUSTRIAL BEARING HOUSE V/S SANJAY VASUDEVA	ACQUITTED ON 20.09.2019
31.	CC NO. 517897/2016	138 NI ACT	PAHARGANJ	SANYOGITA SACHDEVA V/S SANJAY VASUDEVA	RELEASED ON 19.07.2018
32.	CC NO. 7651/2016	138 NI ACT	K.N.K MARG	M/S TECHNO WORLD V/S SHIVA	ACQUITTED ON 16.04.2019

ENTERPRISES					
33.	CC NO. 57816/2016	138 NI ACT	KRISHNA NAGAR	SANDEEP BHUTANI V/S SANJAY VASUDEVA	ACQUITTED ON 18.02.2019
34.	CC NO. 57815/2016	138 NI ACT	KRISHNA NAGAR	SANDEEP BHUTANI V/S SANJAY VASUDEVA	ACQUITTED ON 18.02.2019
35.	CC NO. 2341/2016	138 NI ACT	PRASHANT VIHAR	M/S ROYAL KICHEN BAZAR V/S SHIVA ENTERPRISES	ACQUITTED ON 21.08.2019
36.	CC NO. 527205/2016	138 NI ACT	SUBZI MANDI	MANOHAR GARG V/S SANJAY VASUDEVA	RELEASED ON 23.05.2018
37.	CC NO. 536293/2016	138 NI ACT	SUBZI MANDI	NEW AURAELECTRO MART V/S M/S SHIV ENTERPRISES	ACQUITTED ON 02.07.2018
38.	CC NO. 528839/2016	138 NI ACT	ROOP NAGAR	SONA CROCKERY V/S SANJAY VASUDEVA	ACQUITTED ON 18.02.2019
39.	CC NO. 11326/2016	138 NI ACT	PRASHANT VIHAR	M/S RAYAN TECHNOLOGIES V/S M/S SHIVA ENTERPRISES	ACQUITTED ON 06.02.2019
40.	CC NO. 1706/2016	138 NI ACT	KAROL BAGH	DEVENDER KUMAR V/S SANJAY VASUDEVA	ACQUITTED ON 17.12.2018
41.	CC NO. 19197/2016	138 NI ACT	N/A	MADAM LIGHTING V/S SHIVA ENTERPRISES	ACQUITTED ON 14.11.2018
42.	CC NO. 18254/2016	138 NI ACT	JANAK PURI	NUTECH ENGINEERS V/S SHIVA ENTERPRISES	ACQUITTED ON 12.11.2018
43.	CT.CASE.4992009/2016	138 NI ACT	N/A	RAJEEV JAIN V/S SANJAY VASUDEVA	ACQUITTED ON 06.09.2018
44.	CT.CASE.4992154/2016	138 NI ACT	N/A	RAJEEV JAIN V/S SANJAY VASUDEVA	ACQUITTED ON 06.09.2018
45.	CT.CASE.4992197/2016	138 NI ACT	N/A	RAJEEV JAIN V/S SANJAY VASUDEVA	ACQUITTED ON 06.09.2018
46.	CT.CASE.4992160/2016	138 NI ACT	N/A	RAJEEV JAIN V/S SANJAY VASUDEVA	ACQUITTED ON 06.09.2018
47.	CC NO. 20432/2016	138 NI ACT	PASCHIM VIHAR	N/A	CAES DISMISSED IN DEFAULT ON 04.06.2018
48.	CC NO. 20435/2016	138 NI ACT	PASCHIM VIHAR	N/A	CAES DISMISSED IN DEFAULT ON 04.06.2018
49.	CC NO. 14562/2016	138 NI ACT	PASCHIM VIHAR	N/A	CAES DISMISSED IN DEFAULT ON



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					28.05.2018
50.	CC NO. 14563/2016	138 NI ACT	PASCHIM VIHAR	N/A	CAES DISMISSED IN DEFAULT ON 28.05.2018
51.	CC NO. 419/1	138 NI ACT	SUBZI MANDI	SANJIT KUMAR V/S SANJAY VASUDEVA	COMPUNDED ON 17.05.2018
52.	CC NO.18215/2016	138 NI ACT	R.G	V.K ELECTRICALS V/S SHIVA ELECTRONICS	ACQUITTED ON 01.05.2018
53.	CC NO.9481/2016	138 NI ACT	ROOP NAGAR	N/A	ACQUITTED ON 04.05.2018
54.	CC NO.9480/2016	138 NI ACT	ROOP NAGAR	N/A	ACQUITTED ON 04.05.2018
55.	CC NO. 522859/2016 & 522659/2016	138 NI ACT	ROOP NAGAR	BALAJI SWICHGEAR PVT.LTD V/S SANJAY VASUDEVA	ACQUITTED ON 07.05.2018
56.	CC NO. 9802/2016	138 NI ACT	PATEL NAGAR	S.C MANOCHA V/S SANJAY VASUDEVA	ACQUITTED ON 07.05.2018
57.	CC NO. 3743/2017	138 NI ACT	KRITI NAGAR	AVTAR SINGH V/S SANJAY VASUDEVA	ACQUITTED ON 07.05.2018
58.	CC NO. 9658/2017	138 NI ACT	PASCHIM VIHAR	VARUN BEARING HOUSE V/S SANJAY VASUDEVA	ACQUITTED ON 07.05.2018
59.	CC NO. 141/1/2016	138 NI ACT	MODEL TOWN	ARVIND KUMAR V/S SANJAY VASUDEVA	CASE DISMISSED ON 24.04.2018
60.	CC NO.515633/2015	138 NI ACT	ROOP NAGAR	SILVER SINGH PVT.LTD. V/S SHIVA ENTERPRISES	ACQUITTED ON 16.04.2018
61.	CC NO. 183/1/2015	138 NI ACT	MODEL TOWN	ABHISHEK BANSAL V/S SANJAY VASUDEVA	COMPUNDED ON 18.04.2018
62.	CC NO. 9483/2016	138 NI ACT	ROOP NAGAR	KAPIL KOHLI V/S SANJAY VASUDEVA	ACQUITTED ON 13.04.2018
63.	CC NO. 11448/2016	138 NI ACT	ROOP NAGAR	N/A	ACQUITTED ON 13.04.2018
64.	CC NO. 9482/2016	138 NI ACT	ROOP NAGAR	N/A	ACQUITTED ON 13.04.2018
65.	CC NO. 9482/2016	138 NI ACT	ROOP NAGAR	N/A	ACQUITTED ON 13.04.2018
66.	CC NO. 21113/2016	138 NI ACT	JANAK PURI	NIRMAL POOJA ENTERPRISES V/S SANJAY VASUDEVA	CASE DISMISSED ON 05.03.2018
67.	CC NO. 525483/2016	138 NI ACT	SUBZI MANDI	RAJ KUMAR V/S SANJAY VASUDEVA	ACQUITTED ON 08.04.2019
68.	CT.CASE. 521286/2016	138 NI ACT	LOHRI GATE	RAGHUBIR DAYAL & SONS V/S	ACQUITTED ON 08.04.2019

				SHIVA ENTERPRISES	
69.	CC NO.517640/2016	138 NI ACT	ROOP NAGAR	RAJESH GANDHI V/S SANJAY VASUDEVA	ACQUITTED ON 08.04.2019
70.	CC NO. 522833/2016	138 NI ACT	SUBZI MANDI	ANUJ AGGARWAL V/S M/S SHIVA	ACQUITTED ON 08.04.2019
71.	CT.CASE 513328/2016	138 NI ACT	PARSAD NAGAR	P.K GUPTA V/S SANJAY VASUDEVA	ACQUITTED ON 08.04.2019
72.	CC NO.527610/2016	138 NI ACT	KOTWALI	METRAWALT ELCTRNICS V/S SANJAY VASUDEVA	ACQUITTED ON 25.06.2018
73.	CC NO. 523082/2016	138 NI ACT	BURARI	PARITOSH GARG V/S SANJAY VASUDEVA	ACQUITTED ON 04.06.2018
74.	CC NO. 19847/2016	138 NI ACT	MAURYA ENCLAVE	M/S SURYATECH EBERGY V/S SANJAY VASUDEVA	CASE DISMISSED ON 29.08.2019
75.	CC NO. 19845/2016	138 NI ACT	MAURYA ENCLAVE	M/S SANJAY SALES CORPORATION V/S SANJAY VASUDEVA	CASE DISMISSED IN DEFAULT ON 29.08.2019
76.	CC NO. 612631/2016	138 NI ACT	KALKAJI	SATPAL SINGH V/S SANJAY VASUDEVA	ACQUITTED ON 05.12.2023
77.	CSDJ NO. 683/2017	138 NI ACT	N/A	SIDDARTH NARAYAN SINGH V/S SANJAY VASUDEVA	DECIDED ON 11.07.2022 (RECOVERY OF RS. 3.21,039/-)
78.	CC NO 1563/2019	138 NI ACT	N/A	DEVENDER KUMAR V/S SANJAY VASUDEVA	NOT IN JC
79.	CC NO 59364/2016	138 NI ACT	KRISHNA NAGAR	M/S LITSYS ELECTRONICS PVT LTD. V/S SANJAY VASUDEVA	ACQUITTED ON 07.07.2023
80.	CC NO. 413/2014	138 NI ACT	MODEL TOWN	PARAM HANS ELECTRICALS V/S SANJAY VASUDEVA	CASE DISMISSED IN 24.02.2024
81.	CC NO. 5026/2017	138 NI ACT	MODEL TOWN	PARAM HANS ELECTRICALS V/S SANJAY VASUDEVA	CASE DISMISSED IN 24.02.2024

6. To sum up the above data, the petitioner has undergone his total sentence in 23 cases (Annexure A of report), in 59 cases he has



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undergone the substantive sentence but default sentence for not paying compensation/fine remains to be served (Annexure B of report), in 2 cases he is still an under trial (Annexure C of report), and in 81 cases he has been acquitted/ discharged (Annexure D of report).

7. In the aforesaid backdrop, I have heard the rival contentions and perused the case file. Pertinent it is to note that the Report *ibid* also reveals that as on the date of report, petitioner has though already undergone the substantive sentences in all cases he was convicted/sentenced, but is yet to serve about 9 years of default imprisonment in lieu of the payment of fine/compensation. Thus, he is currently undergoing sentences in default of the payment of compensation, since he was unable to pay the compensation/fine.

8. Learned counsel for the petitioner would contend that since there were different trial courts involved herein, they had no occasion to apply their judicial mind while directing the petitioner to serve separate sentences one after the other which is not only against the basic tenets of natural justice but also a complete travesty.

8.1 Furthermore, he would point out that each of the trial courts while convicting the petitioner has mis-directed themselves by imposition of two sentences at the same time i.e. one being substantive for conviction under Section 138 of the Act, *ibid*, and the second in default of non-deposit of the fine amount. As far as the substantive sentence awarded or being pronounced guilty and convicted under Section 138 of NI Act, the petitioner/convict has already completed his term in every case out of all the 82 in which he was sentenced by different trial courts. It is pleaded in the petition



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that, if the second part of the sentence for default in payment of fine is to be undergone by the petitioner the same would mean that as on the date of filing of the petition he shall have to serve another 11 years and 3 months (recorded in nominal roll dated 07.02.2023, appended as 'Annexure-A') which is clearly much longer than the substantive sentence itself.

8.2 He would submit that the scheme of the Negotiable Instruments Act does not envisage that the aggregate/combined period of the substantive imprisonment and default imprisonment can exceed the maximum prescribed maximum two years' period of substantive sentence for the offence. Such cannot, in any case, be the intent of the framers of the law. Thus, the Trial Courts' orders qua the second sentence are not sustainable and deserve to be set aside to that extent, without adverting to the merits of the criminal culpability of the petitioner.

8.3 He would also urge that petitioner has since already served about 7 years and 10 months of his sentence, way beyond the substantive sentence, and while in jail he is also suffering from age related issues and being a senior citizen, he deserves a lenient view to be taken by this Court.

8.4 He would also submit in the alternative that the default sentences of the petitioner be ordered to run concurrently and thus seeks his release.

9. Per contra, while opposing the aforesaid arguments, learned APP appearing for the State would urge that petition is liable to be dismissed out rightly in view of the intentional default of payment of



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fine/compensation by the petitioner. She would submit that despite winning, all the 82 complainants are completely left in the lurch. They had been pursuing protracted trials and eventually won the same, and yet, at the end of the day, they are still left high and dry without even glimmer of hope to get their money.

9.1 She would further submit that the possibility of the petitioner deliberately claiming himself to be a pauper cannot be ruled out. She would submit that in case he is let off, it would amount to let the petitioner take advantage of his own wrong. He might have devised it as a clever tactic/strategy to not pay, thinking that it would rather be prudent to undergo the substantive sentence instead of making payment of more than one crore rupees which he has to pay as fine/compensation to the 82 claimants.

10. I shall now proceed to deal with the rival contentions and render my opinion thereon in the succeeding part of the order.

### **ANALYSIS AND DISCUSSION**

11. First and foremost, the question that requires redressal here is framed as below :-

- Whether, in the event of in multiple cheque dishonors, cumulative default imprisonment for non-payment of fine under Section 138 of the Negotiable Instruments Act, 1881 (NI Act), can exceed the cumulative substantive sentence limit?



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11.1 Let us first see relevant part of Section 138 of the Negotiable Instruments Act which for ease of reference is reproduced herein below:

***“138. Dishonour of cheque for insufficiency, etc., of funds in the account.—***

*Where any cheque drawn by a person on an account maintained by him with a banker for payment of any amount of money to another person from out of that account for the discharge, in whole or in part, of any debt or other liability, is returned by the bank unpaid, either because of the amount of money standing to the credit of that account is insufficient to honour the cheque or that it exceeds the amount arranged to be paid from that account by an agreement made with that bank, such person shall be deemed to have committed an offence and shall, without prejudice to any other provisions of this Act, be **punished with imprisonment for a term which may be extended to two years, or with fine which may extend to twice the amount of the cheque, or with both.***  
**x-x-x-x-x**”

*(Emphasis Supplied)*

11.2. A perusal of above section shows that it does not provide for sentence of imprisonment in default of payment of fine.

11.3 Before proceeding further, to be noted here that the petition was filed in 2023 and has remained pending since then. In the meantime, the Bhartiya Nagrik Suraksha Sanhita, 2023 (for short- BNSS) came into force with effect from 01.07.2024. In view of this and the savings provisions in section 531 of the BNSS Sanhita, the case is being dealt with reference to the relevant provisions of the Code of Criminal Procedure. However recitals of the various sections are from BNSS, as other than change of number of the sections the contents thereof are same, be it Cr.P.C. or BNSS.



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11.4. As would be seen, under Section 24 of the BNSS [Sentence of imprisonment in default of fine- Section 30 of Cr.P.C] the Magistrate may award such term of imprisonment in default of payment of fine as is authorised by law. Statutory limits on default imprisonment are thus prescribed under the BNSS. Section 24, BNSS [Section 30, CrPC] provides that default imprisonment cannot exceed one-fourth of the maximum substantive term the Magistrate can impose. For Section 138 cases, where the maximum imprisonment is two years, the default term, therefore, cannot exceed six months.

11.5 Cautious approach is required to avoid disproportionate outcomes, such as awarding maximum substantive imprisonment along with maximum fine and maximum default imprisonment. For, such a recourse would tend to blur the line between coercion and punishment. I am of the view that, default imprisonment should be imposed on a case-by-case basis, considering the ability to pay, and ought not to be used as a tool of enhancement of punishment. Ordinarily, the trial court should adopt a judicial approach to first assess the convict's financial capacity, instead of mechanically imposing default imprisonment in a case under section 138.

11.6 One would have to, therefore, essentially look into the relationship between the substantive provisions of the NIA and the procedural framework of BNSS, particularly regarding default imprisonment for unpaid fines.

11.7 At the core lies the distinction between substantive punishment and default imprisonment. Section 138 of the NI Act prescribes a maximum punishment of two years' imprisonment, a fine up to twice



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the cheque amount, or both, but does not specify the consequence of non-payment of fine. Unlike Section 138 supra, Section 8(2) of BNS [Amount of Fine, liability in default of payment of fine, etc. - Section 64 of IPC], 24 of BNSS [Sentence of imprisonment in default of fine- Section 30 of CrPC] and Section 471 BNSS [Money ordered to be paid recoverable as fine- Section 431 Cr.P.C.] explicitly provide consequences of non-payment of fine. Sections *ibid*, for ease of reference produced here under :-

### **Section 8 BNS:**

*8. Amount of fine, liability in default of payment of fine, etc.—*

*(1) Where no sum is expressed to which a fine may extend, the amount of fine to which the offender is liable is unlimited, but shall not be excessive.*

*(2) In every case of an offence—*

*(a) punishable with imprisonment as well as fine, in which the offender is sentenced to a fine, whether with or without imprisonment;*

*(b) punishable with imprisonment or fine, or with fine only, in which the offender is sentenced to a fine, it shall be competent to the Court which sentences such offender to direct by the sentence that, in default of payment of the fine, the offender shall suffer imprisonment for a certain term, in which imprisonment shall be in excess of any other imprisonment to which he may have been sentenced or to which he may be liable under a commutation of a sentence.*

*(3) The term for which the Court directs the offender to be imprisoned in default of payment of a fine shall not exceed one-fourth of the term of imprisonment which is the maximum fixed for the offence, if the offence be punishable with imprisonment as well as fine.*

*(4) The imprisonment which the Court imposes in default of payment of a fine or in default of community service may be of any description to which the offender might have been sentenced for the offence.*

*(5) If the offence is punishable with fine or community service, the imprisonment which the Court imposes in default of payment*



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*of the fine or in default of community service shall be simple, and the term for which the Court directs the offender to be imprisoned, in default of payment of fine or in default of community service, shall not exceed,—*

*(a) two months when the amount of the fine does not exceed five thousand rupees;*

*(b) four months when the amount of the fine does not exceed ten thousand rupees; and*

*(c) one year in any other case.*

*(6) (a) The imprisonment which is imposed in default of payment of a fine shall terminate whenever that fine is either paid or levied by process of law;*

*(b) If, before the expiration of the term of imprisonment fixed in default of payment, such a proportion of the fine be paid or levied that the term of imprisonment suffered in default of payment is not less than proportional to the part of the fine still unpaid, the imprisonment shall terminate.*

### **Section 24 BNSS:**

**“24. Sentence of imprisonment in default of fine.—***(1) The Court of a Magistrate may award such term of imprisonment in default of payment of fine as is authorised by law:*

*Provided that the term—*

*(a) is not in excess of the powers of the Magistrate under section 23;*

*(b) shall not, where imprisonment has been awarded as part of the substantive sentence, exceed one-fourth of the term of imprisonment which the Magistrate is competent to inflict as punishment for the offence otherwise than as imprisonment in default of payment of the fine.*

*(2) The imprisonment awarded under this section may be in addition to a substantive sentence of imprisonment for the maximum term awardable by the Magistrate under section 23.”*

### **Section 471 BNSS:**

**471. Money ordered to be paid recoverable as a fine.—***Any money (other than a fine) payable by virtue of any order made under this Sanhita, and the method of recovery of which is not otherwise expressly provided for, shall be recoverable as if it were a fine:*



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*Provided that section 461 shall, in its application to an order under section 400, by virtue of this section, be construed as if in the proviso to sub-section (1) of section 461, after the words and figures “under section 395”, the words and figures “or an order for payment of costs under section 400” had been inserted.*

11.8 In all these sections, a common thread/intent runs through i.e. default imprisonment is not an additional punishment for the offence, but a coercive measure to secure compliance with the court’s monetary order. It seems to be more as remedial rather than punitive. Likewise, under Section 138, default imprisonment is not punishment for cheque dishonour, but a consequence of non-compliance of payment of fine, ensuring the two-year cap remains intact. In other words, it is not forced by court of law, but rather a choice by a defaulter, opting consciously not to pay fine.

11.9 However, what seems to compound the problem for fine defaulter, as is the case herein also, is the non-obstante clause of section 138 i.e. “*without prejudice to any other provisions of this Act*”. This phrase acts as a legislative bridge, enabling enforcement of fines through existing procedures, including default imprisonment, without altering the punishment limit in Section 138. But the said phrase in Section 138 is not to be read as if it authorises additional sentence/punishment. It merely serves to preserve the applicability of other legal mechanisms i.e. procedural tools under the BNSS.

11.10 As noted, the legislative intent behind Section 138 is primarily remedial rather than penal. The provision aims to ensure trust in commercial transactions, and provide compensatory justice, not to impose punitive excesses. Purpose of coercive measures like default



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imprisonment ought to be resorted proportionately. Excessive or automatic imprisonment is fraught with danger of leading to a debtors' prison model, thus impinging the rights under Articles 14 and 21 of the Constitution. Default imprisonment hence remains a procedural enforcement tool rather than a disguised punitive measure.

11.11 This being the position in law, the use of default imprisonment does not violate legislative intent, as it is procedural, collateral, and most of it all, it is optional/conditional on non-payment, and not part of the substantive sentence for cheque dishonour. The argument of the learned counsel for the petitioner to the contrary, is thus rejected. The question of law framed above is also answered accordingly.

12. At this stage I may also hasten to add, that the Supreme Court in the Judgment titled *Sharad Hiru Kolambe vs The State Of Maharashtra*<sup>1</sup> has held that there is no power with the court to order the default sentences to run concurrently. Argument to the contrary, as canvassed by the Ld. Counsel for Petitioner, is, therefore, being noted only to be rejected.

13. Adverting now to procedural tool in case of the default of payment of the fine i.e. section 395 BNSS [Order to pay compensation - 357 Cr.P.C.].

For ready reference, Section 395 is as under:

**"395. Order to pay compensation.—(1) When a Court imposes a sentence of fine or a sentence (including a sentence of death) of which fine forms a part, the Court may, when passing judgment, order the whole or any part of the fine recovered to be applied—**

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<sup>1</sup>2018(18) SCC 718.



- (a) in defraying the expenses properly incurred in the prosecution;*
- (b) in the payment to any person of compensation for any loss or injury caused by the offence, when compensation is, in the opinion of the Court, recoverable by such person in a Civil Court;*
- (c) when any person is convicted of any offence for having caused the death of another person or of having abetted the commission of such an offence, in paying compensation to the persons who are, under the Fatal Accidents Act, 1855 (13 of 1855), entitled to recover damages from the person sentenced for the loss resulting to them from such death;*
- (d) when any person is convicted of any offence which includes theft, criminal misappropriation, criminal breach of trust, or cheating, or of having dishonestly received or retained, or of having voluntarily assisted in disposing of, stolen property knowing or having reason to believe the same to be stolen, in compensating any bona fide purchaser of such property for the loss of the same if such property is restored to the possession of the person entitled thereto.*
- (2) If the fine is imposed in a case which is subject to appeal, no such payment shall be made before the period allowed for presenting the appeal has elapsed, or, if an appeal be presented, before the decision of the appeal.*
- (3) When a Court imposes a sentence, of which fine does not form a part, the Court may, when passing judgment, order the accused person to pay, by way of compensation, such amount as may be specified in the order to the person who has suffered any loss or injury by reason of the act for which the accused person has been so sentenced.*
- (4) An order under this section may also be made by an Appellate Court or by the High Court or Court of Session when exercising its powers of revision.*
- (5) At the time of awarding compensation in any subsequent civil suit relating to the same matter, the Court shall take into account any sum paid or recovered as compensation under this section.”*

13.1 It thus provides that when a Court imposes a sentence of fine or a sentence (including sentence of death) of which fine forms a part, the Court may, when passing the judgment/order the whole or any part



of the fine be recovered, *inter alia*, for payment to any person as compensation for any loss or injury caused by the offence, when said compensation is, in the opinion of the court, recoverable by the sufferer in a civil court.

13.2 In light of above, section 143(A) of the Negotiable Instruments Act, 1881 be also seen before proceeding further, which is as under:

***"143A. Power to direct interim compensation.—***

*(1) Notwithstanding anything contained in the Code of Criminal Procedure, 1973, the Court trying an offence under section 138 may order the drawer of the cheque to pay interim compensation to the complainant—*

*(a) in a summary trial or a summons case, where he pleads not guilty to the accusation made in the complaint; and*

*(b) in any other case, upon framing of charge.*

*(2) The interim compensation under sub-section (1) shall not exceed twenty per cent. of the amount of the cheque.*

*(3) The interim compensation shall be paid within sixty days from the date of the order under sub-section (1), or within such further period not exceeding thirty days as may be directed by the Court on sufficient cause being shown by the drawer of the cheque.*

*(4) If the drawer of the cheque is acquitted, the Court shall direct the complainant to repay to the drawer the amount of interim compensation, with interest at the bank rate as published by the Reserve Bank of India, prevalent at the beginning of the relevant financial year, within sixty days from the date of the order, or within such further period not exceeding thirty days as may be directed by the Court on sufficient cause being shown by the complainant."*

13.3 It thus provides that the amount of fine imposed under section 138 or the amount of compensation awarded under section 395 of BNSS shall be reduced by the amount paid or recovered as interim compensation under this section.



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13.4 From a combined reading of the aforesaid provisions of the NIA and the BNSS, it seems that in cases under the Act, when a Court imposes a sentence of fine or a sentence of which fine forms a part, the Court may, when passing the judgment, order the whole or any part of the fine recovered, inter alia, in the payment to any person of compensation for any loss or injury caused by the offence, when compensation is, in the opinion of the court, recoverable by such person in civil court.

13.5 It is obvious that in the tables annexed with the petitioner's nominal roll supra, the word 'compensation' under the column 'fine' against various entries actually denotes the fine and the same was/is to be paid as compensation to the complainants. There seems nothing wrong with the same.

13.6 I, therefore, also reject the contention of the learned counsel for the petitioner that the aggregate/combined period of the substantive imprisonment and default imprisonment cannot exceed the maximum prescribed maximum two years' period of substantive sentence for the offence.

14. During arguments, learned counsel for the petitioner also contended that a sentence of imprisonment in default of payment of fine could not have been imposed in these cases since the conviction was under Section 138 of NIA since it does not provide for sentence of imprisonment in default of payment of fine. I am not inclined to entertain this contention, either. The reasons are:

14.1 Firstly; in this *lis*, the petition does not contain any challenge to the legality of order of sentence of imprisonment of default of



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payment of fine or to the award of compensation to the complainants. The petitioner only seeks indulgence to set him free either by way of equalizing the sentences already undergone in default of payment of fine as ordered and/or otherwise pass appropriate orders to reduce the same. Entertaining this contention at this belated stage would mean springing a surprise for the opposite side, which would be unjust and unfair.

14.2 Secondly; for its determination, the relevant Court orders imposing the penalty of fine and in default of payment of fine, to undergo various terms of imprisonment, would have to be seen. Those relevant Court orders have not been brought on record. In their absence, it does not seem appropriate for this Court to examine and decide upon the challenge to their legality/validity, let alone accept such challenge. In the circumstances, this contention put forth by the learned counsel for the petitioner is not entertained at this stage.

15. Having said that, I must, however, also take note that, in support of his contention i.e. in default of payment of fine, additional sentence of imprisonment cannot be imposed under Section 138, learned counsel for the petitioner relied upon *P.T. Ratnakaran vs. V.K. Prabhakara*<sup>2</sup>. I find that this contention raised by the learned counsel for the petitioner otherwise of considerable interest warranting a debate. This contention, not outrightly without substance and is worthy of serious consideration, is, therefore, being examined

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<sup>2</sup>2006 (9) SCC 784.



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hereinafter, with a disclaimer that it purely in the abstract and for academic discussion.

15.1. Moving on, when we analyse the inter play of BNSS, NI Act and BNS, it is borne out that Section 8(2) of BNS [Amount of fine, liability in default of payment of fine, etc. - S. 64 of IPC] provides for the sentence in default of payment of the fine i.e. the offender shall suffer imprisonment for a certain term, which imprisonment shall be in excess of (in addition to) any other imprisonment to which he may have been sentenced or to which he may be liable under a commutation of sentence. Applying the same analogy, I would interpret section 138 to hold that for the offences under the Negotiable Instruments Act, the sentence of imprisonment in default of payment of fine shall be in excess of (in addition to) any other imprisonment to which he may have been sentenced. In other words, for the offence under section 138 of the Act, the imprisonment in default of payment of fine shall be in excess of (in addition to) any other imprisonment to which he may have been sentenced.

15.2. Before proceeding further, sections 4 and 5 of the BNSS may also be noted here, which read asunder:

***4. Trial of offences under the Bharatiya Nyaya Sanhita, 2023 and other laws.-***

*(1) All offences under the Bharatiya Nyaya Sanhita, 2023 shall be investigated, inquired into, tried and otherwise dealt with according to the provisions hereinafter contained.*

*(2) All offences under any other law shall be investigated, inquired into, tried and otherwise dealt with according to the same provisions, but subject to any enactment for the time being in force regulating the manner or place of investigating, inquiring into, trying or otherwise dealing with such offences.*



**5.Saving.-** *Nothing contained in this Sanhita shall, in the absence of a specific provision to the contrary, affect any special or local law for the time being in force, or any special jurisdiction and power conferred, or any special form of procedure prescribed by any other law for the time being in force.”*

15.3 From a combined reading of sections 4 and 5 *ibid* and the provisions of the Act and the BNSS, it seems that in cases under the Act, when a Court imposes a sentence of fine or a sentence of which fine forms a part, the Court may recover it from such person as per the procedure laid down in BNSS/Cr.P.C.

15.4 Let us now see Section 24 of the BNSS [Section 30 of Cr.P.C.], which has relevance here. It appears in Chapter III captioned - POWER OF COURTS and at the cost of repetition, it reads as under:

**“24. Sentence of imprisonment in default of fine.-**

*(1) The Court of a Magistrate may award such term of imprisonment in default of payment of fine as is authorised by law:*

*Provided that the term---*

*(a)is not in excess of the powers of the Magistrate under section 23;*

*(b)shall not, where imprisonment has been awarded as part of the substantive sentence, exceed one-fourth of the term of imprisonment which the Magistrate is competent to inflict as punishment for the offence otherwise than as imprisonment in default of payment of the fine.*

*(2) The imprisonment awarded under this section may be in addition to a substantive sentence of imprisonment for the maximum term awardable by the Magistrate under section 23.”*

15.5 Under section *ibid*, a Magistrate is empowered to award a term of imprisonment in default of payment of a fine, as authorised by law. This means the sentence must be authorised by law. It’s important to note that the power to award a sentence is one thing, while authorising the punishment is different.



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15.6 Section 8 (2) of the BNS [Section 64 of IPC] states that in every case of an offence punishable with imprisonment as well as fine, or in every case of an offence punishable with imprisonment or fine or with fine only, in which the offender is sentenced to fine, the court which sentences such offender shall direct that in default of payment of the fine, the offender shall suffer imprisonment for a certain term. This imprisonment shall be in excess of (in addition to) any other imprisonment to which he may have been sentenced or to which he may be liable under a commutation of sentence.

15.7 However, unlike the BNS, there is no such specific provision in the Negotiable Instruments Act authorising the court to direct that in default of payment of the fine, the offender shall suffer imprisonment for a certain term.

15.8 This specific provision in Section 8(2) of BNS [section 64 IPC] is a case of authorisation by the relevant applicable law i.e. IPC to award appropriate term of imprisonment in default of payment of fine. Evidently, on that analogy, for the award of sentence of imprisonment in default of payment of fine, in cases under other enactments/laws also, there should be the necessary authorisation in those other enactments/laws.

16 This brings us to the core question: can a court, upon conviction under Section 138, lawfully impose imprisonment in default of fine?

16.1 The Apex Court's judgment in ***P.T. Ratnakaran vs. V.K. Prabhakaran*** (supra) relied upon by the learned counsel for the petitioner reads as under:

*"1. Leave granted.*



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2. *We have heard counsel for the parties.*
3. *The appellant has since deposited the sum of Rs. 50,000 (Rupees fifty thousand only) which is payable to the respondent. It is submitted on behalf of the appellant that a sentence of imprisonment in default of payment of fine could not have been imposed in the instant case since the conviction is under **Section 138 of the Negotiable Instruments Act which does not provide for sentence of imprisonment in default of payment of fine. Counsel for the respondents does not dispute the said legal proposition.***
4. *Accordingly, this appeal is allowed and the sentence in default imposed on the appellant is set aside. Since the amount of Rs 50,000 (Rupees fifty thousand only) has been deposited in the trial court, the respondents are at liberty to withdraw the said amount on a proper application being made before it.*
5. *This appeal is allowed to the extent indicated above.”*

16.2 The judgment, supra, indicates two points: i.e. (i) the amount deposited was not a statutory fine but payable to the complainant; (ii) the appellant had been directed to undergo imprisonment in default of such payment, which was set aside. Notably, Hon’ble Supreme Court did not expressly declare the law but accepted the contention without dissent from the respondent. This, at least implicitly, thus suggests that a sentence of imprisonment in default of fine under Section 138 is impermissible.

16.3 It is significant to note that under Section 143A of the Negotiable Instruments Act, the Court may order the drawer of the cheque to pay interim compensation. However, the provision does not specifically contemplate a sentence of imprisonment in default of payment of fine under Section 138.

16.4 On an academic plane, my tentative view, therefore, is that such imprisonment cannot be imposed appears to be a persuasive argument. However, adopting this position wholesale would have significant



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consequences. It would invite challenges to default sentences not only under the Negotiable Instruments Act but also under several statutes prescribing fines without expressly authorising imprisonment in default. Moreover, if such view is adopted, the cascading consequences would be to open the floodgates to challenges seeking to quash default sentences, not only under the Negotiable Instruments Act but also under other statutes which prescribe fines but do not explicitly authorize imprisonment in default of payment. However, applying this view would have.

17. Be that as it may, in the present case, the petitioner stands convicted and sentenced in multiple cases under the Negotiable Instruments Act to terms of substantive imprisonment, coupled with fines, and, in default of payment of such fines, to further terms of imprisonment. Under the relief of quashing, the default sentences cannot be considered or granted for multiple reasons i.e.;

17.1 Firstly, the petition does not assail the legality of the orders imposing default sentences or the award of compensation to the complainants. The limited relief sought is indulgence—to release the petitioner by equalizing the sentences already undergone in default of fine or by reducing the same through appropriate orders.

17.2 Secondly, the orders imposing fines and directing imprisonment in default have not been placed on record. In their absence, this Court cannot, and ought not, examine their legality or validity, much less strike them down.



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17.3 Thirdly, a substantial period has elapsed since those orders were passed. At this belated stage, it would neither be just nor appropriate to unsettle finality by quashing such long-standing orders.

17.4 Fourthly—and most significantly—to hold that a conviction under Section 138 of the Negotiable Instruments Act, which does not expressly provide for default imprisonment, cannot entail such a sentence would have far-reaching and disruptive consequences. If such a view were adopted and applied for granting relief to the petitioner, it would open flood gates and trigger cascading impact not only under the Negotiable Instruments Act but also under other statutes where fines are prescribed without explicit provision for default imprisonment, yet courts have imposed such sentences. The ramifications would not only be enormous, the ripple effect widespread but the consequences may lead to nothing short of change of entire judicial landscape.

18. In this backdrop, although this Court has engaged in academic discussion, *ibid*, but it would neither be proper nor otherwise within the scope of instant petition to render a conclusive finding on—either affirming or rejecting the contention raised by learned counsel for the petitioner. Particularly when there is no such prayer and such a contention was urged for the first time during arguments. Accordingly, the question is left open for determination in an appropriate case in future.



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## **CONCLUSION**

19. Turning to the relief sought by the petitioner, it is indeed correct, as urged by the learned APP, that despite succeeding in protracted litigation, none of the 82 complainants have received compensation awarded by the Courts, owing to the petitioner's failure to deposit the fine amounts. However, I am firmly of the view that it would be unjust and disproportionate to keep the petitioner incarcerated any further on account of default in payment of fine.

20. If the petitioner truly possessed the means to pay the fine, it is inconceivable that he would choose to languish in jail for its non-payment, fully aware that the complainants could still approach the Courts for recovery proceedings under law. Prolonged incarceration in such circumstances serves no legitimate purpose; it brings no real benefit to the complainants—save for a perverse and punitive sense of satisfaction, which the law does not countenance. As already stated, the settled legal position is that default sentences cannot be directed to run concurrently.

21. Accordingly, the facts and circumstances in the present case particularly the sheer adversity and poverty which the petitioner is currently suffering, make out a case where this court, in exercise of its inherent jurisdiction under section 528 of the BNSS, can reduce the sentence of imprisonment awarded in default of payment of fine and direct that sentences already undergone by the petitioner in default of payment of fine, be treated as the total punishment in default of payment of fine in the aforesaid 82 cases.



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22. Consequently, the total of default sentence imprisonment in default of payment of fine in the 82 cases is reduced by proportionate staggering and equalised to the period of imprisonment already suffered by the Petitioner in default of payment of fine.

23. Before concluding, at the cost of repetition, I may observe that Section 461 BNSS [Warrant for levy of fine- Section 421 of Cr.P.C.] expressly empowers the Court, even after an offender has undergone imprisonment in default, to issue warrants for recovery of fine. This statutory mechanism ensures that liability for payment of fine survives the completion of the default sentence. Thus, the complainants are not remediless. I may hasten to add here, as a clarification, that the instant order passed by this Court is not to be construed in any manner to mean that the petitioner is absolved of his liability to pay the fine amount. For its recovery, the State/concerned complainants shall be at liberty to proceed against the petitioner in accordance with law, including taking steps under Section 461 BNSS [Section 421 Cr.P.C.].

24. The default sentence imposed on the applicant has become excessively harsh, albeit unintentionally. Illustratively, if this case had involved only a single cheque of Rs. 1.3 crores, the petitioner's position would have been far less onerous. Ignoring the period of imprisonment already undergone would effectively subject the applicant to what is virtually a life sentence—approximately 17 years [8 + 9 = 17]. He has already endured seven years and ten months in custody, and yet, under the default sentence, he is required to serve an additional nine years and several months. Such an outcome is manifestly disproportionate and cannot be justified.



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25. The petition is thus allowed in the above terms. A copy of this order shall be forthwith transmitted by the registry to the Superintendent of Jail for immediate compliance. The Jail Superintendent shall act upon the authenticated copy of this order without delay. Subject to verification by the competent authority of the completion of substantive sentences of imprisonment in the 82 cases as per the nominal roll. The Petitioner shall be released from custody and set at liberty forthwith, if no longer required in any other case.

**ARUN MONGA, J**

**AUGUST 19, 2025/rs**