

In the Supreme Court of Bangladesh
 High Court Division
 (Criminal Appellate Jurisdiction)

PRESENT:

MR. JUSTICE ABU TAHER MD. SAIFUR RAHMAN
CRIMINAL APPEAL NO. 9047 OF 2020

Mohammad Yousuf.....-----Convict-appellant

-Versus-

The State and another

.....Respondents

Mr. Md. Abu Bakr, Advocate

.... For the convict-appellant

Mr. Md. Tarikul Islam, Advocate

.....For the complainant- respondent No. 2

Mr. Md. Anichur Rahman Khan, DAG with

Mrs.Tashrifa Sultana Jali, AAG and

Mr. Md. Emdadul Hoque, AAG

.....For the state

Heard on: 07.06.2026 and 21.06.2026

Judgment on: **The 16th of July, 2026**

ABU TAHER MD. SAIFUR RAHMAN, J.

This appeal is directed against the judgment and order dated 21.08.2019 passed by the learned Additional Metropolitan Sessions Judge, 2nd Court, Dhaka in Metro

Sessions Case No. 1809 of 2015, arising out of C.R. Case No. 737 of 2014 whereby the accused-appellant was convicted under section 138 of the Negotiable Instruments Act, 1881 and sentenced to suffer simple imprisonment for 04 (four) months and to pay a fine of **Tk. 48,00,000/-** (Taka forty-eight lac).

For the purpose of disposal of the appeal, the relevant facts, in brief, are as follows:

The respondent No. 2, as complainant, instituted C.R. Case No. 737 of 2014 under section 138 of the Negotiable Instruments Act, 1881 alleging, inter alia, that he had a long-standing business relationship with the accused and was engaged in the business of purchasing and selling various types of machinery. In the course of such business, the accused purchased machinery worth **Tk. 48,00,000/-** (Taka forty-eight lac) from the complainant. Towards payment of the said amount, the accused issued Cheque No. IBF-3812959 dated 05.02.2014 for **Tk. 48,00,000/-**, drawn on Current Account No. 656 maintained with Islami Bank Bangladesh Limited, Shariatpur Branch.

At the request of the accused, the complainant presented the cheque for encashment through Islami Bank Bangladesh Limited, Nawabpur Branch, Dhaka on 25.06.2014. The cheque was dishonored and returned unpaid with the endorsement, "Insufficient Funds."

Thereafter, the complainant, through his learned Advocate, served a legal notice dated 15.07.2014 upon the accused by registered post demanding payment of the cheque amount within the period prescribed under section 138 of the Negotiable Instruments Act, 1881. Despite receipt of the notice, the accused failed to make payment within the stipulated period, compelling the complainant to institute the present case.

Upon appearance, the accused contested the case. After conclusion of the trial, the learned Additional Metropolitan Sessions Judge, 2nd Court, Dhaka by the judgment and order dated 21.08.2019, convicted the accused under section 138 of the Negotiable Instruments Act, 1881 and sentenced him as stated above. Being aggrieved thereby, the accused-appellant has preferred the present appeal before this court.

Mr. Md. Abu Bakr, the learned Advocate, appeared for the convict-appellant.

Mr. Md. Tarikul Islam, the learned Advocate appeared for the complainant-respondent No. 2.

Mr. Md. Anichur Rahman Khan, the learned Deputy Assistant Attorney General, appeared for the State.

At the hearing, the learned Advocates for both parties jointly submitted that, during the pendency of the appeal, the

dispute had been amicably settled out of Court and that the convict-appellant had paid the entire cheque amount to the complainant-respondent No. 2. In support thereof, they jointly filed a compromise petition stating that the complainant had received the entire cheque amount from the convict-appellant on various dates as evidenced by **Annexure-'A'**, to the compromise application and that the dispute had been fully and finally settled.

The complainant-respondent No. 2 was personally present before this Court and, upon being queried, unequivocally affirmed that he had received the entire cheque amount, had no grievance against the convict-appellant, and had voluntarily entered into the compromise.

I have considered the submissions of the learned Advocates, the joint compromise petition filed by the parties, and the relevant provisions of law. Since an offence under section 138 of the Negotiable Instruments Act, 1881 is compoundable, the parties are competent to compromise the matter at any stage of the proceeding, even after conviction.

Accordingly, in exercise of the powers conferred by subsections (5) and (6) of section 345 of the Code of Criminal Procedure, the compromise entered into between the parties is accepted.

Consequently, the judgment and order dated 21.08.2019 passed by the learned Additional Metropolitan Sessions Judge, 2nd Court, Dhaka in Metro Sessions Case No. 1809 of 2015, arising out of C.R. Case No. 737 of 2014 convicting the appellant under section 138 of the Negotiable Instruments Act, 1881 is hereby set aside and the appellant is acquitted of the charge and the Appeal stands disposed of.

In terms of the compromise, the complainant-respondent No. 2 shall be entitled to withdraw the sum of **Tk. 24,00,000/-** (Taka twenty-four lac) lying deposited before the trial Court in Metro Sessions Case No. 1809 of 2015, arising out of C.R. Case No. 737 of 2014 towards part satisfaction of the cheque amount.

The learned trial Court is directed to release the said amount in favour of the complainant-respondent No. 2 upon filing of an appropriate application and after due verification.

The bail bond of the convict-appellant stands discharged.

Let the Lower Court Records (LCR) be sent down forthwith.

Communicate this judgment and order to the Court concerned at once.

