

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

PRESENT:

MR. JUSTICE ABU TAHER MD. SAIFUR RAHMAN

CRIMINAL APPEAL NO.. 3566 of 2025

Shahinur Haldar.....Convict-appellant

-Versus-

The State and anotherRespondents

Mr. Md. Jahangir Alam, Advocate

.....For the convict-appellant

Mr.Md. Mahmudul Hassan., Advocate

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

Mrs. Tashrifa Sultana Jali, AAG with

Mr. Md. Emdadul Hanif, AAG and

Mr. Md. Hemayet Uddin, AAG

.....For the state

Heard on: 07.01.2026 and 26.04.2026

Judgment on: **The 10th of May, 2026**

ABU TAHER MD. SAIFUR RAHMAN, J.

This Criminal Appeal is directed against the judgment and order of conviction and sentence dated 20.05.2019 passed by the learned Senior Sessions Judge, Munshiganj in Sessions Case No. 595 of 2017, arising out of C.R. Case No. 171 of 2016, whereby the appellant was convicted under section 138

of the Negotiable Instruments Act, 1881 and sentenced to suffer simple imprisonment for 1 (one) year and to pay a fine of **Tk. 14,00,000/-** (Taka Fourteen Lac).

For the purpose of disposal of the appeal, the relevant facts, in brief, are that about one year prior to the institution of the case, the complainant paid a total sum of **Tk. 14,00,000/-** (Taka Fourteen Lac) to the accused in two installments, namely **Tk. 10,00,000/-** (Taka Ten Lac) and **Tk. 4,00,000/-** (Taka Four Lac), upon the accused's promise to send the complainant's son abroad. Subsequently, the accused failed to fulfil his promise.

Upon demand for refund of the said amount, the accused issued two cheques in favour of the complainant, namely:

- (i) Cheque No. JSB-6376406 dated 04.02.2016 for **Tk. 4,00,000/-** drawn on Jamuna Bank Limited, Munshiganj Branch, Account No. 054-0310021871; and
- (ii) Cheque dated 14.04.2016 for **Tk. 10,00,000/-** drawn on Janata Bank Limited, Postogola Branch, Dhaka.

The complainant presented the said cheques for encashment on 07.04.2016 and 17.04.2016 respectively, but both cheques were dishonored due to insufficiency of funds in the accounts of the accused. Thereafter, the complainant informed the accused of the dishonor and requested payment both personally and over mobile phone, but the accused failed to make payment despite repeated demands.

Having failed to realize the cheque amounts, the complainant, through an Advocate, served a legal notice upon the accused on 24.04.2016 by registered post demanding payment within the statutory period. Despite receipt of the notice, the accused failed to comply with the demand. Consequently, alleging commission of an offence punishable under section 138 of the Negotiable Instruments Act, 1881, the complainant instituted the case.

During the pendency of the case, the accused appeared before the trial Court and obtained bail. Upon conclusion of the trial, the learned Court below, by the impugned judgment and order, convicted and sentenced the accused as stated above. Being aggrieved thereby, the accused preferred the present appeal.

Mr. Md. Jahangir Alam, the learned Advocate, appeared on behalf of the convict-appellant.

Mr. Md. Mahmudul Hassan, the learned Advocate, appeared on behalf of the complainant-respondent No. 2.

Mrs. Tashrifa Sultana Jali, the learned Assistant Attorney General, appeared on behalf of the State.

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

appeal, the dispute had been amicably settled out of Court on mutually agreed terms and conditions and that the appellant had paid the entire outstanding dues to the complainant-respondent No. 2.

In support of their submission, the learned Advocates jointly filed a compromise petition (Annexure-A), stating that the dispute had been settled fully and finally and that neither party had any claim against the other.

At the time of hearing, the complainant-respondent No. 2 was personally present before this Court and, upon being questioned, unequivocally stated that he had received the entire cheque amount, had no grievance against the accused-appellant, and that the matter had been amicably settled out of Court.

We have considered the submissions of the learned Advocates for the parties, perused the compromise petition jointly filed by them and examined the relevant provisions of law.

It is well settled that an offence under section 138 of the Negotiable Instruments Act, 1881 is compoundable in nature. The parties are legally entitled to compromise the matter at any stage of the proceeding, including after conviction. In view of the provisions of sub-sections (5) and (6) of section 345 of the Code of Criminal Procedure, the compromise arrived at between the parties is lawful and is hereby accepted.

Accordingly, the accused-appellant is acquitted of the charge and the appeal is disposed of in terms of the compromise.

The judgment and order of conviction and sentence dated 20.05.2019 passed by the learned Senior Sessions Judge, Munshiganj in Sessions Case No. 595 of 2017, arising out of C.R. Case No. 171 of 2016, convicting the appellant under section 138 of the Negotiable Instruments Act, 1881 and sentencing him to suffer simple imprisonment for 1 (one) year and to pay a fine of **Tk. 14,00,000/-** (Taka Fourteen Lac), are hereby set aside.

In terms of the compromise, the complainant-respondent No. 2, Md. Nizam Uddin, is permitted to withdraw **Tk. 7,00,000/-** (Taka Seven Lac) deposited in connection with Sessions Case No. 595 of 2017 arising out of C.R. Case No. 171 of 2016.

The bail bond furnished by the appellant stands discharged.

Let the Lower Court Records be sent down at once.

Let a copy of this judgment and order be communicated to the concerned Court below forthwith.