

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

PRESENT:

MR. JUSTICE ABU TAHER MD. SAIFUR RAHMAN

CRIMINAL REVISION NO. 1666 OF 2024

Mohammad Junayed..... Convict-petitioner

-Versus-

The State and anotherOpposite parties

Mr. Mohammad Habib Ullah with

Mrs. Tanjila Afrin Amily, Advocates

.....For the convict-petitioner

Mr. Mohiuddin Ahmed, Advocate

.....For the opposite party No. 2

Mrs. Tashrifa Sultana Jali, AAG with

Mr. Md. Emdadul Hanif, AAG and

Mr. Hemayet Uddin, AAG

.....For the state

Heard on: 01.12.2025 and

Judgment on: The 9th of December, 2025

ABU TAHER MD. SAIFUR RAHMAN, J.

This Rule was issued at the instance of the convict-appellant-petitioner calling upon the respondent to show cause as to why the judgment and order dated 26.09.2023 passed by the learned Metropolitan Sessions Judge, Chattogram, in Criminal Appeal No. 748 of 2022, dismissing the appeal and

thereby affirming the judgment and order of conviction and sentence dated 22.05.2019, passed by the learned Joint Metropolitan Sessions Judge, 3rd Court, Chattogram, in Sessions Case No. 5535 of 2016, arising out of C.R. Case No. 397 of 2016 (Double Mooring), convicting the petitioner under Section 138 of the Negotiable Instruments Act, 1881 and sentencing him to suffer simple imprisonment for 1 (one) year with a fine of **Taka 20,00,000/- (twenty lakh)** should not be set aside and/or such other or further order or orders as to this Court may seem fit and proper be passed.

At the time of issuance of the Rule, this Court was pleased to enlarge the accused-petitioner on ad-interim bail for a period of one year which was subsequently extended till disposal of the Rule.

For the purpose of disposal of the Rule, relevant facts, briefly stated, are that the complainant and the accused are close relatives. Due to their cordial relationship, the accused took a loan of **Tk. 20,00,000/- (twenty lakh)** from the complainant for business purposes. In order to repay the said loan, the accused issued a cheque bearing No. SB 4291802 dated 31.01.2016 for **Tk. 20,00,000/-**, drawn on United Commercial Bank Limited, Chattogram, in favour of the complainant. Upon presentation of the said cheque on 01.02.2016 through the complainant's account maintained with National Bank Limited, Sheikh Mujib Road Branch,

Chattogram, the cheque was dishonoured on the same day due to insufficiency of funds.

Despite being informed of the dishonour, the accused failed to make payment. Thereafter, on 29.02.2016, the complainant published a legal notice in the daily newspaper “**Dainik Sangram**” requesting the accused to pay the cheque amount within the statutory period. The accused notwithstanding having knowledge thereof failed to pay the amount, compelling the complainant to institute the case under Section 138 of the Negotiable Instruments Act, 1881.

Mr. Mohammad Habib Ullah, the learned Advocate, appeared on behalf of the convict petitioner.

Mr. Mohiuddin Ahmed, the learned Advocate appeared on behalf of the respondent No. 2 (complainant).

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

During hearing, learned Advocates for both parties jointly submitted that during the pendency of the Rule, the parties have amicably settled the dispute out of Court and that the petitioner has paid the remaining unpaid dues to the complainant-respondent No. 2.

In support of such contention, the learned Advocate for respondent No. 2 filed an affidavit, annexing documents

indicating that the complainant received the remaining unpaid amount from the convict-petitioner on 01.12.2025 and fully settled the matter.

At the time of hearing, the complainant-respondent No. 2 was personally present before the Court and, upon query, candidly admitted that he has received the entire cheque amount and has no grievance against the petitioner and has settled the matter amicably out of Court.

We have considered the submissions of the learned Advocates, the affidavit filed by the respondent No. 2, and also examined the provisions of law. The offence under Section 138 of the Negotiable Instruments Act, 1881 is compoundable and the parties are legally entitled to compromise the matter at any stage of the proceeding, even after conviction.

Since the dispute has been amicably settled between the parties and the complainant has received the entire cheque amount, continuation of the criminal proceeding would serve no useful purpose and would amount to abuse of the process of Court.

In view of the compromise arrived at between the parties, this Rule is discharged.

Accordingly, the judgment and order dated 26.09.2023, passed by the learned Metropolitan Sessions Judge, Chattogram

in Criminal Appeal No. 748 of 2022 affirming the conviction and sentence is hereby set aside.

Consequently, the judgment and order of conviction and sentence dated 22.05.2019 passed by the learned Joint Metropolitan Sessions Judge, 3rd Court, Chattogram, in Sessions Case No. 5535 of 2016 arising out of C.R. Case No. 397 of 2016 (Double Mooring), convicting the petitioner under Section 138 of the Negotiable Instruments Act, 1881 and sentencing him to suffer simple imprisonment for one year with a fine of **Tk. 20,00,000/-** are hereby set aside, and the convict-petitioner is acquitted of the charge.

The bail bond stands discharged.

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

- add **case-law references (Bangladesh & India)** on compounding under Section 138, or
- further tighten it in **reported judgment style**, or
- align it exactly with **Supreme Court language**.

add case-law references (Bangladesh & India) on compounding under Section 138

I added a short, usable list of **authoritative case-law references (India & Bangladesh)** you can paste into your judgment under a short heading “Authorities relied upon” or weave into the reasoning paragraph. For each entry I give: the citation, a 1–2 line proposition you can quote, and a source citation so you can verify and copy the exact headnote if you want.

Authorities on compounding under Section 138 (Negotiable Instruments Act, 1881)

India — Supreme Court (leading precedents)

1. **O.P. Dholakia v. State of Haryana &Anr., (2000) 1 SCC 762**

Proposition: The Supreme Court permitted compounding of offences under Section 138 even after conviction, where the complainant had received the amount and

consented; courts may set aside conviction in such circumstances. [CaseMine+1](#)

2. **K.M. Ibrahim v. K.P. Mohammed &Anr., (2010) 1 SCC 798 (AIR 2010 SC 276)**

Proposition: Section 147 (non obstante clause) of the N.I. Act overrides conflicting CrPC provisions; parties can compound a Section 138 offence even at appellate stages — and a conviction already recorded may be set aside on bona fide compounding. [Indian Kanoon+1](#)

3. **Damodar S. Prabhu v. Sayed Babalal H., (2010) 5 SCC 663**

Proposition: The Supreme Court emphasized the compensatory (civil) thrust of the NI Act and framed guidance on quantification of compensation — the Court repeatedly treated Section 138 as “quasi-criminal” with priority to compensation/settlement. (Useful for reasoning on the remedial, compensatory nature of Section 138.) [CaseMine+1](#)

4. **(Additionally useful) Anil Kumar Haritwal v. Alka Gupta, (2004) 4 SCC 366**

Proposition: Confirms the court’s power to accept compounding under the special statutory scheme and recognizes settlement between parties as material. [CaseMine](#)

Bangladesh — High Court / Appellate Division practice and authorities

(There is less centralized online tagging than in India; Bangladesh courts regularly follow the Indian precedents above and have accepted compounding/settlement in cheque-bounce matters. Below are Bangladeshi authorities / authoritative posts and reported decisions you can rely on or cite for local practice:)

1. Appellate Division & High Court Division commentary — cases and practice notes

Proposition: Bangladeshi Appellate Division / High Court Division decisions and practice notes recognize that Section 138 proceedings may be dealt with in the light of compromise/settlement and that criminal and civil remedies can proceed independently; courts have directed trials to proceed where warranted and allowed compounding where parties truly settle. (See summaries and reported AD / HCD decisions collected at RahmanSC and LawMessengerBD.) [Rahman's Chambers+1](#)

2. Local High Court decisions / practice (examples / guidance)

Proposition: Bangladeshi High Courts (and the Appellate Division) have observed that Section 138 cases implicate both civil and criminal elements; where parties fully settle and complainant expressly disclaims grievance

(supported by affidavit and receipt), courts have permitted setting aside of conviction/sentence and acquittal consistent with the compensatory purpose of the NI Act. (For reported examples and discussion see law firm notes and High Court digests summarised at RahmanSC and BD legal blogs.) [Rahman's Chambers+1](#)

How to incorporate these authorities into your judgment (suggested drafting lines)

You can insert a short paragraph like this (drop directly into your judgment near the reasoning on compounding):

“This Court notes that offences under Section 138 of the Negotiable Instruments Act are compoundable. The Supreme Court of India has repeatedly held that compounding under Section 147 is permissible even at later stages of litigation (including after conviction) where the complainant has received the cheque amount and expressly consents to compound the offence — see *O.P. Dholakia v. State of Haryana* [(2000) 1 SCC 762] and *K.M. Ibrahim v. K.P. Mohammed* [(2010) 1 SCC 798]. The remedial/compensatory object of the statute has been emphasised by the courts in cases such as *Damodar S. Prabhu v. Sayed Babalal H.* [(2010) 5 SCC 663]. The practice in Bangladesh, as reflected in decisions and High Court practice notes, is to give effect to a bona fide compromise supported by affidavit and receipts and, where appropriate, set aside

conviction and sentence.” [Rahman’s Chambers+3CaseMine+3Indian Kanoon+3](#)

If you’d like I can now:

- (A) produce a compact “**Authorities relied upon**” box (exact formatting for insertion into your judgment); **or**
- (B) fetch and paste the **full headnotes / operative paragraphs** of the Indian Supreme Court cases above (O.P. Dholakia, K.M. Ibrahim, Damodar S. Prabhu) so you can annex them as authorities; **or**
- (C) do (B) **plus** spend a bit more time locating and inserting precise Bangladesh reported-case citations (AD/HCD) that have accepted compounding in Section 138 matters and paste their operative paragraphs.