

**IN THE SUPREMECOURT OF BANGLADESH
HIGH COURT DIVISION
(CRIMINAL REVISIONAL JURISDICTION)**

Present:

Mr. Justice Md. Bashir Ullah

Criminal Revision No. 5646 of 2024

In the matter of:

An application under section 439 read with section 435 of the Code of Criminal Procedure, 1898.

And

In the matter of:

Raju Ahmed

... Convict-Appellant-Petitioner

-Versus-

The State and another

... Opposite parties

Mr. Ferogul Islam (Feroz) with

Mr. Md. Shamim Khan, Advocates

... For the Petitioner

Ms. Sadia Tasmin, Advocate

... For the Opposite party No.2

Mr. S.M. Aminul Islam Sanu, D.A.G with

Mr. Md. Nasimul Hasan, A.A.G with

Mr. Md. Golamun Nabi, A.A.G and

Ms. Farhana Abedin, A.A.G and

... For the State

Heard on: 04.03.2026

Judgment on: 10.03.2026

This Rule was issued at the instance of the petitioner calling upon the opposite parties to show cause as to why the judgment and order dated 22.03.2022 passed by the learned Additional Sessions Judge, 2nd Court, Dhaka in Criminal Appeal No. 480 of 2019 dismissing the appeal affirming the judgment and order of conviction and sentence dated 22.08.2019 passed by the learned Joint Sessions Judge, 7th Court, Dhaka in Sessions Case No. 478 of 2016 arising out of C.R. Case No. 15 of 2015 (Savar) convicting the petitioner under section 138 of the Negotiable Instruments Act, 1881 and sentencing him to suffer simple imprisonment for 7(seven) months and also to pay a fine of Tk. 11,25,000/- (eleven lac twenty five thousand) should not be set aside and/or such other or further order or orders be passed as to this court may seem fit and proper.

The facts, relevant for disposal of the Rule, in short are that, the accused obtained a loan from the complainant on 02.04.2013 for business purposes. In order to repay the loan amount the accused issued 3 cheques being Nos. IBG9254303 dated 30.05.2014 for Taka 3,75,000/-; IBG9254304 dated 30.07.2014 for Taka 3,75,000/- and IBG 9254305 dated

30.09.2014 for Taka 3,75,000/- totaling Taka 11,25,000/-, drawn on Islami Bank Bangladesh Limited, Savar Branch, Dhaka. The complainant presented the cheques to the concerned bank on 13.10.2014 but the same were dishonoured with the endorsement “insufficiency of fund”. Thereafter the complainant served a legal notice on 12.11.2014 demanding payment of the cheque amount but the petitioner failed to make payment. Consequently, the complainant filed C.R. Case No. 15 of 2015 (Savar) before the Senior Judicial Magistrate, Cognizance Court, Dhaka on 11.01.2015. The cognizance Court took cognizance of the offence and sent the case to the Court of Sessions Judge, Dhaka. The learned Sessions Judge, Dhaka transferred the case to the learned Joint Sessions Judge, 7th Court, Dhaka and was registered as Sessions Case No. 478 of 2016. Charge was framed against the accused on 19.02.2017 under Section 138 of the Negotiable Instruments Act, 1881. The accused pleaded not guilty and claimed to be tried when the charge was read over and explained to him. In course of trial, the prosecution examined 01(one) witness and produced documentary

evidence which were marked as exhibit-1 series to prove the indictment.

Upon hearing the parties, the learned Joint Sessions Judge, 7th Court, Dhaka convicted the petitioner under Section 138 of the Negotiable Instruments Act, 1881 and sentenced him simple imprisonment for 07(seven) months and a fine of Taka 11,25,000/- by judgment and order dated 22.08.2019.

Challenging the conviction and sentence the accused-persons filed Criminal Appeal No. 480 of 2019 before the learned Sessions Judge, Dhaka. On transfer the learned Additional Sessions Judge, 2nd Court, Dhaka dismissed the appeal by judgment and order dated 22.03.2022 affirming the judgment and order of conviction and sentence.

Being aggrieved by and dissatisfied with judgment and order dated 22.03.2022, the petitioner preferred the instant Criminal Revisions before this Court and obtained Rule and bail.

During the hearing of the criminal revision, the learned Advocates appearing for both the parties jointly filed an

application praying for recording a compromise arrived at between the parties.

Mr. Ferogul Islam Feroz, the learned Advocate appearing on behalf of the petitioner submits that the petitioner earlier deposited Taka 5,62,500/- before the trial Court and during the pendency of this criminal revision the petitioner paid the remaining amount of Taka 5,62,500/- on 08.03.2026. Thus the petitioner has paid the entire cheque as well as the fine totaling Taka 11,25,000/-. He further submits that since the petitioner paid the entire cheque amount and fine, the petitioner is entitled to be acquitted of the charge leveled against him.

Per contra, Ms. Sadia Tasnim, the learned Advocate appearing for the opposite party no. 2 endorses the submissions advanced by the learned Advocate appearing on behalf of the petitioner and candidly admits that the opposite party has received the entire amount of the cheque as well as the fine.

In this regard, both the parties (petitioner and opposite party no.2) appeared before this court and admitted that they have voluntarily executed the deed of compromise

(Annexure-1) appended to the application for compromise. The complainant- opposite party no. 2 and the petitioner were duly identified by their respective learned Advocates.

I have heard the learned Advocates for both the parties and perused the application together with the deed of compromise (Annexure-1). It appears that both the parties have amicably settled the dispute land and executed the deed of compromise as evident from Annexure-1 of the application.

Although the offence under section 138 of the Negotiable Instruments Act is not a compoundable, the parties have jointly prayed for recording the compromise and for disposal of the case in terms of the compromise by setting aside the judgment and order of conviction and sentence passed against the petitioner. In this regard, reliance may be placed on the decisions passed in the case of *Subash Chandra Sarker Versus. The State and another*, reported in 26 BLT(AD) 28, *Haroon-or-Rashid Vs. The State*, reported in 76 DLR(2024) 23 and *Bulbul Sharif (Md.) Vs. State*, reported in 68 DLR(2016) 314 and find substance in the application.

Considering the submissions advanced by the learned Advocates for both the parties and the facts and circumstances of the case and the deed of compromise dated 08.03.2026, this court is inclined to allow the application for recording compromise and to accept the said deed of compromise.

Accordingly, the application for recording compromise between the parties is allowed.

In the result, the Criminal Revision is disposed of in terms of the compromise deed dated 08.03.2026.

Consequently, the judgment and order of conviction and sentence passed against the petitioner is set aside and the convict-petitioner is acquitted of the charge leveled against him. The convict-petitioner is released from his bail bond.

Send down the lower Court's records (LCR) at once. Communicate this judgment and order to the Court concerned forthwith.

(Md. Bashir Ullah, J.)