

MHMM180014352023



Summary Cases/5800145/2023  
Mitul Enterprises Pvt Ltd Through Its Authorized  
Signatory Mr Chandrashekhar Rawal Vs. Sameer  
Suresh Mudholkar Proprietor Of Saas Event

**IN THE COURT OF METROPOLITAN MAGISTRATE, 58TH COURT,**  
**BANDRA, MUMBAI**  
**ORDER BELOW APPLICATION EXH.12**

1. This is an application for an interim compensation u/sec.143-A of the Negotiable Instrument Act.
2. It is contended on behalf of the complainant that complainant is owner of property situated at Xion Mall, Pune, in short the lease property. The property of the complainant was given to the accused on Leave and Licence basis for the period commencing from 1<sup>st</sup> April 2019 to 31<sup>st</sup> March, 2020 under the Registered Leave and Licence Agreement. The accused was to pay Rs.5,75,000/- per month against the licence fee. The accused committed default in regular payment of compensation/licence fee. Total Rs.42,98,750/- are outstanding till December 2020, towards the accused. The accused has given subject cheque against repayment of said outstanding amount which was dishonoured and returned unpaid for the reason 'Funds Insufficient'. Hence, this application.
3. The accused failed to file reply despite availing sufficient opportunity. As such no say order came to be passed in the month of August, 2024.

4. Heard Advocate Smt. Rupali Gond for the complainant and advocate Smt. Maria Alphanso for the accused.

5. The accused has not disputed the liability to pay the alleged outstanding amount of licence fee. Complainant has produced the certified copy of Registered Leave and Licence Agreement on record to establish the transaction out of which the legal liability towards the accused arises. The accused has not disputed subject cheque Exh.15 towards repayment of outstanding licence fees. The complainant has complied statutory demand notice under section 138(b) of the Act for lodging present complaint. There is sufficient prima facie evidence on record to hold that subject cheque was issued in discharge of legal liability towards the accused. The trial will take its own time to finalize the dispute. Therefore, this is the fit case wherein I deem fit to invoke the powers conferred upon this court under section 143-A of the Negotiable Instrument Act and granted interim compensation to the owner of the lease property. Hence, I pass following order.

**ORDER**

- 1) The application is allowed.
- 2) The accused is directed to make payment of 20% of cheque amount within 30 days to the complainant as an interim compensation.
- 3) Order dictated and pronounced in open court.

Date : 21.10.2024

( M. P Saraf )  
Judicial Magistrate, First Class,  
58<sup>th</sup> Court, Bandra, Mumbai.  
J.O.Code: MH01362

**CERTIFICATE**

I affirm that the contents of this P.D.F file Order are same, word to word as per the original Order.

|                             |                                                                                 |
|-----------------------------|---------------------------------------------------------------------------------|
| Name of Stenographer        | : Mrs. Aditi Ravikiran Dalvi                                                    |
| Court                       | : Judicial Magistrate (First Class), 58 <sup>th</sup> Court,<br>Bandra, Mumbai. |
| Dictated in open court on   | : 21.10.2024                                                                    |
| Transcribed and Typed on    | : 21.10.2024                                                                    |
| Order printed and Signed on | : 21.10.2024                                                                    |
| Order Uploaded on           | : 21.10.2024                                                                    |