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(1) The present complaint has been filed by the complainant under Section 138 of the Negotiable Instruments Act, 1881 on 23 / 02 / 2026.

(2) I have carefully perused the complaint along with the documents annexed thereto. It transpires from the record that the cheque in question is dated 05 / 10 / 2025. As per the statutory mandate under Section 138 of the Negotiable Instruments Act, a cheque is required to be presented within its period of validity. Perusing the disputed cheque, it is noted that it is expressly printed on the face of the cheque that the instrument shall remain valid for a period of three months from the date of its issuance. Accordingly, the cheque dated 05 / 10 / 2025 remained valid up to 05 / 01 / 2026.

(3) However, in the present case, the complainant has presented the cheque for encashment on 16 / 01 / 2026, i.e., after the expiry of its validity period. Consequently, the dishonour dated 16 / 01 / 2026 pertains to a cheque which had already become stale and invalid for presentation. It is a settled principle of law that for constituting an offence under Section 138 of the Negotiable Instruments Act, the cheque must be presented within its validity period. Presentation of a stale cheque does not attract the penal provisions of the Act. In view of the above facts, this Court is of the considered opinion that the essential ingredients of Section 138 of the Negotiable Instruments Act are not fulfilled in the present case.

(4) Hence, the instant complaint is not maintainable. As the mandatory provision to constitute an offence punishable U/s.138 of the Act has not been complied with. Accordingly, the present complaint is liable to be and is hereby dismissed. All pending applications, if any, also stand disposed of accordingly.

Signed and pronounced in open Court today on the 23rd day of March, 2026.

Date : 23 / 03 / 2026
Place : Mahemdavad

Devdutt V. Vyas
Judicial Magistrate First
Class, Mahemdavad.
(GJ 01659)