

MHBU060008172025

S.C.C. No. 499/2025
Pravin Thorat -Vs-Gajanan Wasu

Order Below Exh.18
(Passed on 03.12.2025)

This is an application for interim compensation under section 143A of Negotiable Instrument Act (NI Act). It is contended that accused has pleaded not guilty. Hence as per section 143 A of NI Act, the complainant is entitled to get interim compensation.

2. Accused filed say on overleaf of Exh 18. The contentions raised in the say is a matter of evidence. Hence these contentions can not be considered at this stage.

3. It is seen that the present complaint is filed regarding the offence punishable u/s 138 of NI Act. In the year 2025 the process was issued. Accused appeared and plead not guilty. The interim compensation has been claimed u/s 143 A of NI Act.

4. It is important to go through the judgment of Hon'ble Supreme Court. In ***Rakesh Ranjan Shrivastava-Vs-The State Of Jharkhand & Anr*** dated 15-03-2024 ***Criminal Appeal No. 741 Of 2024***, the Hon'ble Supreme Court was pleased to discuss parameters regarding the interim compensation.

“a. The exercise of power under sub-section (1) of Section 143A is discretionary. The provision is directory and not mandatory. The word “may” used in the provision cannot be construed as “shall”.

b. While deciding the prayer made under Section 143A, the Court must record brief reasons indicating consideration of all relevant factors.

c. The broad parameters for exercising the discretion under Section 143A are as follows:

i. The Court will have to prima facie evaluate the merits of the case made out by the complainant and the merits of the defence pleaded by the accused in the reply to the application. The financial distress of the accused can also be a consideration.

ii. A direction to pay interim compensation can be issued, only if the complainant makes out a prima facie case.

iii. If the defence of the accused is found to be prima facie plausible, the Court may exercise discretion in refusing to grant interim compensation.

iv. If the Court concludes that a case is made out to grant interim compensation, it will also have to apply its mind to the quantum of interim compensation to be granted. While doing so, the Court will have to consider several factors such as the nature of the transaction,

the relationship, if any, between the accused and the complainant, etc.
v. There could be several other relevant factors in the peculiar facts of a given case, which cannot be exhaustively stated. The parameters stated above are not exhaustive.”

5. Thus, considering the parameters referred above, it is clear that cheque was dishonoured. The demand notice and summons of this case have been received to accused. He failed to pay the amount. Complainant has made out the prima facie case. There is nothing on record to show the financial distress of accused and the plausible defence of accused. Thus, considering the nature of transaction, it is just and proper to grant interim compensation to the tune of 20 % of cheque amount. Thus, I pass following order.

ORDER

Accused is directed to pay interim compensation to the tune of 20 % of cheque amount within 60 days from the date of this order.

Date: 03.12.2025

(N. D. Gole)
Judicial Magistrate First Class,
Court No. 2 Khamgaon.

Certificate

I affirm that the contents of this PDF file order are correct word to word as per the original order.

Name of Steno: K. S. Deshmukh, Grade-III

Name of Court: Judicial Magistrate F.C. 2nd Court, Khamgaon

Date: 03.12.2025.