

SCC No. 692/2018
Shri. Milk & Fruit Product Vs. Jairaj Milk Dairy

MHPU200015772018



ORDER BELOW EXH.13

01. This an application filed by the complainant with contentions that, the accused served with summons and appeared before the court. Accused cheated the complainant. Therefore, direction may be given to the accused to pay 20% amount of cheque and thereafter be released on bail.

02. The accused filed say on the overleaf of the application with contention that, the accused is appeared before the court and co-operate in the proceedings. Therefore, application may be rejected.

03. Heard both sides.

04. On perusal of record it shows that the cheque was dishonored on 27/06/2018. That is the cause of action for the offence was arose in the year 2018.

05. Legislature in statement of objects and reasons mentioned *“it is proposed to amend the said Act, with a view to address the issue of undue delay in final resolution of cheque*

Shri. Milk & Fruit Product Vs. Jairaj Milk Dairy

dishonor cases so as to provide relief to payee of dishonored cheques and to discharge frivolous and unnecessary litigation.”

It is also mentioned by legislature in statement of object that because of delay tactics of unscrupulous drawers of cheques due to easy filling of appeals and obtaining stay on proceeding. As a result of this injustice is caused to the payee of a dishonored cheque who has to spent considerable time and resources in the court proceedings.

06. As per section 143(A) of NI Act, the court trying an offence under section 138 may order the drawer of the cheque to pay interim compensation to the complainant where the drawers pleads not guilty to the accusation made in the complaint. The interim compensation shall not exceed 20% of the amount of the cheque. The discretionary power of the court to give interim compensation.

07. In the case in hand the disputed cheque amount of Rs.2,33,205/-. The complaint filed on 15/09/2018. The offence committed is after the amendment of Negotiable Instrument Act. Therefore, provision under section 143(a) is applicable. The accused pleaded not guilty on 20/07/2019. Hence, considering the nature of case, this is fit case to grant interim compensation to the complainant. The interim compensation amount shall not exceed than 20% of the cheque amount and it is discretion of the court.

SCC No. 692/2018

Shri. Milk & Fruit Product Vs. Jairaj Milk Dairy

Hence, in my opinion 5% interim compensation of the disputed cheque amount be granted to the complainant. Hence, I pass the following order.

ORDER

- 1) The application **Exh.13** is allowed.
- 2) Accused is directed to pay amount of Rs.11,660.25/- i.e. 5% of the amount of disputed cheque to the complainant within 60 date from the date of order.
- 3) If accused is acquitted the complainant shall repay the amount of interim compensation deposited with interest at the bank rate as published by the Reserve Bank of India, prevalent at the beginning of relevant financial year within 60 days from date of order or within such a period may be directed by the court.

Date: 05/01/2022

Judicial Magistrate First Class
Ghodnadi-Shirur, Dist.Pune

SCC No. 692/2018

Shri. Milk & Fruit Product Vs. Jairaj Milk Dairy

CERTIFICATE

I affirms that the contents of this P. D. F. file order are same word for word as per original order.

Name of the Court :- Smt. P. K. Karwande
Judicial Magistrate First Class,
Ghodnadi (Shirur)

Name of the Steno :- M.B. Marathe.

Date :- 05/01/2022

Order signed by
presiding officer :- 06/01/2022

Order uploaded on :- 06/01/2022