

**Narayan Gonte
Vs.
Bipin Roy**

Order Below Exh.26 in SCC No. 221/2022

01. The application is filed by the complainant u/s 143A of the Negotiable Instrument Act.

02. Perused application and say. Heard both sides.

03. The application is filed by the complainant for interim compensation on the ground that the cheque was bounced and consequently, the complainant has suffered mental agony and financial loss. Therefore, the complainant requested to compel the accused to deposit interim compensation i.e., 20% of the cheque amount.

04. On the contrary, the accused filed his say and submitted that the complaint is based on the debt which is not enforceable by law. Therefore, the question of interim compensation would not arise. The accused has already filed revision before the Hon'ble Bombay High Court to quash proceeding of this case. Instead of appearing in that proceeding, the complainant is filing such baseless applications before this court to harass the accused. Hence, prayed to reject the application.

05. Section 143-A has been introduced by the legislature for the speedy disposal of cases and have seriousness of the

consequences of dishonor of negotiable instrument. At the case at hand the accused by filing his say has denied the issuance of cheque with specific stand that the complainant has not impleaded Vaibhav Electricals as an accused in this case. Therefore, without impleading Vaibhav Electricals as an accused the case itself is not maintainable.

06. Considering submission of the accused, it is necessary to mention that it is burden casted on the complainant to prove his case and also disclose as to why Vaibhav Electricals is not impleaded as an accused in this case. The copy of dishonored cheque issued in the name of complainant is on record. Whatever the defense of the accused may be, it will consider at the time of judgment, at this juncture when dishonored cheque is court, plea is recorded, moreover the ambit of section 143-A of N.I.Act is very clear to compensate the complainant on the basis of presumption of section 138 of N.I.Act that the folder of cheque is for the purpose of legally enforceable debt or legal and interim compensation is required for the mental agony due to the alleged act of the accused as well as the expenses occurred to knock the door of the court.

07. The case will be decided on its merit. Considering, mandate of section 143A discretion is given to the court to compel the accused to deposit compensation in the court which may extend to 20% of the cheque amount. In such circumstances,

when the cheque is dishonored, said cheque is on record, plea of accused is recorded, then the accused has to comply section 143A of N.I. Act. It is not necessary for the court to compel the accused to deposit 20% of cheque amount in each and every case. Therefore, the substantial amount to which court considered can be directed to deposit as interim compensation. Consequently, I proceed to pass following order-

Order

1. The application is partly allowed.
2. The accused is hereby directed to deposit 10% of cheque amount in the court as interim compensation within 30 days from the date of order.

Date :19/08/2023
Place:Vadgaon Maval

(R.N.Chavan)
Judicial Magistrate F.C.,
Vadgaon Maval, Dist. Pune

CERTIFICATE

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

Name of Steno	: Smt. M.Y.Patil
Court Name	: Shri. R.N.Chavan, 2nd Jt. C.J.J.D. & J.M.F.C., Vadgaon Maval, Pune
Date of order	: 19/08/2023
order signed by	
P.O. on	: 19/08/2023
Order uploaded on	: 22/08/2023