

ORDER BELOW EXH.23
(Passed on 18th August, 2025)

This application is filed on behalf of the complainant for grant of interim compensation under Section 143 (A) of the Negotiable Instruments Act, 1881.

2. Perused the application and say of the accused.

3. The applicant has asked for interim compensation of 20% of the cheque amount. The accused has opposed the application on the ground that the contents of application are false. The said provision is of discretionary in nature. There is no legal debt on the part of accused in favour of complainant. Therefore this application is not tenable in the eyes of law. If the application is granted then he will be deprived from the justice. Accused is ready to face the trial and he has hope to win his case. Hence, prayed for rejection of the application.

4. Heard learned advocate for the complainant and learned advocate for the accused. Learned advocate for the complainant submitted that as per Section 143-A of the Negotiable Instruments Act, 1881 interim compensation may kindly be granted. Learned advocate for the accused submitted that the accused has given his say at Exh. 28.

5. In the present case, the Complaint is filed on 09.03.2022. The concerned provision viz. Section 143A of the Act was inserted in the statute book with effect from 01.09.2018.

6. In *CRIMINAL APPEAL NO. 1160 OF 2019, (Arising out of Special Leave Petition (Criminal) No.3342 of 2019), G.J. RAJA VERSUS TEJRAJ SURANA*. Honourable Apex Court in Para No. 24 has held as under-

24. In the ultimate analysis, we hold Section 143A to be prospective in operation and that the provisions of said Section 143A can be applied or invoked only in cases where the offence under Section 138 of the

Act was committed after the introduction of said Section 143A in the statute book. Consequently, the orders passed by the Trial Court as well as the High Court are required to be set aside. The money deposited by the Appellant, pursuant to the interim direction passed by this Court, shall be returned to the Appellant along with interest accrued thereon within two weeks from the date of this order.

7. On perusal of verified copy of cheque bearing No. 049806 it reveals that the drawer of the cheque i.e. the accused has issued cheque of an amount of Rs. 6,88,500/- in favour of the complainant. Prima facie, it reveals that the cheque has been dishonoured for the reason Funds Insufficient on 15.01.2022. The cheque in question has been dishonoured after effect of Section 143-A of the Negotiable Instruments Act, 1881. The plea of the accused has been recorded on 16.11.2022. He has not pleaded guilty. Therefore, provision of Section 143-A of the Negotiable Instruments Act, 1881 is applicable. Whatever the objections taken by the accused cannot be considered at this stage, it requires full fledged trial. Except say of the accused, nothing is on record to grant the interim compensation less than 20% of the cheque amount. In such circumstances, application deserves to be allowed. Accordingly, I proceed to pass following order.

ORDER

1. The application is allowed.
2. The accused/drawer of the cheque to pay interim compensation to the complainant of an amount of Rs. 1,37,700/- (Rupees One Lakh Thirty Seven Thousand Seven Hundred Only i.e. 20% of cheque amount) under Section 143 (A) of the Negotiable Instruments Act, 1881 within 60 days from the date of this order.

Kudal.
Date : 18.08.2025.

sd/-xxx
(G.A. Kulkarni)
Judicial Magistrate First Class,
Kudal.