

ORDER BELOW EXH.11

This is an application filed by the complainant for depositing 20% of cheque amount as an interim compensation as per section 143A of Negotiable Instrument Act (here-in-after referred to as 'N.I. Act' for sake of brevity).

2. The ld. advocate for the complainant submitted that, the accused had given the disputed cheque for amount of Rs.4,50,000/- to the complainant which dishonored. Therefore, the present complainant has been filed. It is further submitted that, the present matter will take time for its decision and as the cheque given by the accused has been dishonored the complainant has suffered financial loss. Therefore, the complainant vide present application has sought for directing accused to deposit 20% of the cheque amount as per provision of section 143A of N.I. Act. Hence, prayed for grant of the application.
3. The accused has filed his say at Exh.17 and strongly opposed application of the complainant. It is submitted that, the application itself is not tenable under provisions of law. It is submitted that, provisions of law is very crystal clear, hence application is not maintainable. It is further submitted that, the provision in the section is not mandatory and it is directory one. It is the contention of the accused that, there is no any necessity as prayed because consequences if the order is passed. Hence, prayed for rejection of the application.
4. Perused the application and say.
5. Heard the Ld. advocate for both side.

6. Perusal of record shows that, the present complaint is for dishonour of cheque of Rs.4,50,000/-. The present complaint is filed on 01/10/2021. Thereafter, the plea of the accused is recorded on 06/01/2022 and accused did not plead guilty. By way of this application the complainant claimed 20 percent of cheque amount as interim compensation. It is alleged by the complainant that, the accused has taken hand loan of Rs.4,50,000/- from the complainant. Thereafter, when the complainant had demanded the aforesaid amount from the accused, the accused had given the disputed cheque to the complainant which was dishonored. On the other hand it is the contention of the accused that, the application itself is not tenable under provisions of law. It is further contention of the accused that, the provision in the section is not mandatory and it is directory one. Admittedly, at present it is a fact that, the cheque issued by the accused has been dishonored. The object of insertion of Section 143-A of the N.I. Act was to obviate the delay occasioned in the decisions of matters of Section 138 of the N.I. Act. It is obvious that it will certainly take certain time to dispose the present complaint. Moreover, if it is tried expeditiously, it is needless to mention that, Section 143-A sub clause (4) provided remedy for recovery of amount of interim compensation to the accused if he acquitted in the case. So also, the accused has not pleaded any specific ground for rejection of the application. In view of above reasons, I am of the considered view that, this is the fit case where directions can be given to the accused to deposit interim compensation. Therefore, considering the amount of the cheque, fact and circumstances of the case, it is just and proper to grant interim compensation of 20 percent of the cheque amount to the complainant. Therefore, the complainant is entitled to interim compensation of 20 percent of cheque amount i.e. Rs.90,000/-. Further, the accused has not shown any sufficient cause for exceeding period beyond 60 days for payment of interim compensation. Therefore, it is just and proper to direct payment of interim

compensation within 60 days from the date of the order. In view of above discussion, I pass following order;

:- O R D E R :-

- 1] Application is partly allowed.
- 2] The accused is directed to pay 20% of cheque amount in tune of Rs.90,000/- to the complainant as interim compensation within 60 days from the date of this order.

Place :-Sangli.

Dated :-24/11/2022.

-Sd-

(Ashish Mahipati Chavan)

5th Judicial Magistrate,F.C.,Sangli.

C E R T I F I C A T E :-

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

Name of Stenographis	: Mr.R.K.Shinde (Jr.Clerk)
Name of the court	: 5 th J.M.F.C., Sangli
Date	: 24/11/2022.
Order signed by presiding officer on	: 25/11/2022.
Order uploaded on	: 25/11/2022.