

MHSN030037502023



ORDER BELOW EXH. 18 IN S.C.C.2348/2023

**(Varad Fertilizer Partnership Through.
Sainath Sudhakar Parsewar)**

Vs

Suresh Mahadev Kore Proprietor Basveshwar Trader)

This is an application filed by complainant U/s. 143-A of Negotiable Instruments Act (in short NI Act) for directing the accused to deposit 20% amount of the cheque.

2. Perused the application. It is contended that the complainant has filed complaint under section 138 of N. I. Act. The complainant is wholesaler of seeds and fertilizers and accused is proprietor of Basweshwar Traders. The accused demanded seeds and fertilizers for his shop and for another customers. Accordingly, complainant supplied seeds and fertilizers to accused till 2018. As such, accused got trust of the complainant. Thereafter, the complainant supplied seeds and fertilizers as per invoices mentioned in the complaint. The accused was given cheques of Rs. 40,000/- and Rs. 30,000/- respectively in the year 2018. Those cheques were also not honoured. It was informed to the accused. He said he will made arrangement for payment. Accordingly, the complainant had not taken any action on those cheques. The complainant demanded remaining amount of seeds and fertilizers. For payment of said

amount, the accused issued two cheques dated 02/09/2023 of Rs. 3,00,000/- and Rs.1,00,000/- respectively. Those cheques were presented in the bank but not honoured. Accordingly, notice issued to the accused. The accused did not comply the notice. Accordingly, this complaint is filed and by this application prayed to direct the accused to deposit 20% of cheques amount.

3. Say of accused was called but despite of opportunity being given no say given by the accused.

4. Considered the above contentions made by complainant and documents filed on the record. Perused the complaint. The disputed cheques were issued allegedly by accused on 02/09/2023. It was dishonoured and therefore, the case has been filed. In support of his contention, complainant has filed relevant documents i.e. invoices on the record. It shows that, the complainant had supplied seeds and fertilizers to the accused. In this way, the complainant has *prima facie* justified regarding existence of financial/legal liability towards accused.

5. Considering above discussion and facts and circumstances, *prima facie* material is available on the record. As per provision of Sec. 143-A of N.I Act, the Court trying an offence U/s. 138 may order the drawer of the cheque to pay interim compensation to the complainant. Sub-Section 2 provides that, the interim compensation shall not exceed 20% of the amount of the cheque. Considering facts and circumstances, it would be proper to

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direct the accused to pay 15% amount of the cheque as interim compensation to the complainant. Hence, I pass following order :-

Order

1. Application is hereby partly allowed.
2. The accused shall pay 15% amount of the cheque as interim compensation to the complainant as per provision of 143-A of NI Act within stipulated time.

Sangli
Date : 02/04/2025

(Vinod V. Patil)
Judicial Magistrate First Class,
Sangli.

CERTIFICATE

I affirm that the contents of this P.D.F. file order are same, word to word, as per the original order.

Stenographer	R.S.Kolekar
Court	: Jt. Civil Judge Jr. Dn., & Judicial Magistrate F.C., Sangli.
Date of order	: 02/04/2025
Signed by the Presiding Officer on	: 02/04/2025
Order Uploaded on	: 02/04/2025