

MHSN090016172021



ORDER BELOW EXH.19 IN S.C.C. NO. 804 OF 2021

[Shrimati Ramchandra Hankare v/s. Sanjay Shankar Shinde]

This is an application filed by the complainant to grant interim relief by way of interim compensation of 20% of the cheque amount as per provisions of section 143(A) of the Negotiable Instruments Act.

02. By filing present application it is submitted by the complainant that, the present complaint is filed in the year 2020 under the provisions of Section 138 of the Negotiable Instrument's Act. It is stated further that, the accused appeared before this Court and pleaded not guilty to the accusation made in the complaint on 04.02.2023. As per the amended Sec. 143-A of Negotiable Instrument's Act accused may be directed to deposit the 20% of the cheque amount i.e. Rs. 72,000/- as interim compensation.

03. Accused filed say and denied the contents of the application and submitted that, the accused is not legally entitled to pay the amount of disputed cheque and he never issued the disputed cheque for that purpose. Therefore, he submitted that the application may be rejected.

04. Heard both sides at considerable length. Ld. advocate for the complainant submitted that, the complainant has made out prima facie case against the accused. The accused is protracting the trial on

one or the other reason. The amendment in Sec 143-A of Negotiable Instrument's Act came into force on 02/08/2018. The present complaint is filed on 25.02.2020 i.e. after the commencement of amendment. So the amended Sec. 143-A of N.I.Act is applicable to the present case. The conduct of the accused is to prolong the case. The accused is protracting the trial. So interim compensation to the extent of 20% may be granted as per the amended provisions. So application for interim compensation be granted.

05. On the other hand Ld. advocate for the accused submitted that, the accused never issued the disputed cheque to the complainant. The accused is not liable to any legally recoverable debt. The complainant has filed the false case against the accused. Lastly, the accused submitted that the application be rejected.

06. Section 143(A)(1) of the Negotiable Instruments Act reads as under; Notwithstanding anything contained in the Code of Criminal Procedure, 1973 the court trying an offence under section 138 may order the drawer of the cheque to pay interim compensation to the complainant;

(a) in a summary trial or a summons case, where he pleads not guilty to the accusation made in the complainant and;

(b) in any other case upon framing of charge.

07. The present complaint has been filed on 25.02.2020 while the amended Sec.143-A of N.I.Act is inserted in the year 2018 by way of amendment Act No. 20 of 2018 and on 02/08/2018 it received the assent of the President of India. Thus, the amended Sec. 143-A of the N.I. Act came into force on 02/08/2018. Thus, the present case is filed after the commencement of amended section of Negotiable Instrument's Act which provides interim compensation to be paid to the complainant

to the extent of 20% of the cheque amount.

08. In the present case process was issued on 13.01.2022. Summons was duly served to the accused. He appeared through his advocate on 04.02.2023 before the Court. Plea was also recorded on the same day. I found no force in the submissions of Ld. advocate for the accused. According to him the accused never issued the disputed cheque to the complainant for legal recoverable debt. But it will be decided at the time of conclusion of trial. So the arguments of the Ld. advocate for the accused are not acceptable. In such circumstances it is necessary to direct the accused to pay interim compensation. The amount of cheque is Rs. 3,60,000/-. So it will be lawful and reasonable to grant interim compensation of 20% of the cheque amount i.e. 72,000/-. In the light of above discussion I am inclined to pass the following order to meet the ends of justice.

ORDER

1. The Application is allowed.
2. The accused is directed to pay interim compensation of 20% of the cheque amount i.e. 72,000/- within 60 days.
3. If accused failed to pay the said amount, then the complainant is at liberty to recover the same in terms of Section 5, as if it were a fine under Section 421 of Cr.PC.

Date :- 29.09.2023
Place :-Tasgaon.

(Omprakash M. Mali.)
Judicial Magistrate, F.C.
Tasgaon.

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

Name of the Stenographer : U.P.Patil
Court : Civil Judge Jr.Dn. and Judicial
Magistrate F.C., Tasgaon.
Date : 29.09.2023
Judgment/Order signed by : 29.09.2023
the Presiding officer on
Judgment/Order uploaded on : 29.09.2023