

S.C.C.No.918/2023
Audumbar Vs. Maruti
CNR.No.MHSO170020252023

ORDER BELOW EXH.21

This is an application filed by complainant under Section 143-A of the Negotiable Instrument Act, 1881 for grant of interim compensation.

2. It is the contention of the complainant that, the accused has issued a cheque of Rs.4,75,000/- in order to discharge his liability. The said cheque got dishonored. Hence, he filed the complaint and by this application he is praying for grant of 20% interim compensation of the cheque amount.

3. In reply, the accused has opposed the application by filing say at Exh.23 and stated that, the application is not maintainable. The complainant has misused the said cheque. The accused has not liable to pay any legal debt to complainant. The accused is attending the court regularly. The plea of accused is recorded on 24/02/2025. Thereafter, the complainant has not adduced any evidence. By way of this application, the complainant is intent to prolong the matter. The accused is ready to proceed with the matter. Hence, he prayed to reject the application.

4. Perused application and say. Heard both sides. Perused the record. The record prima facie reveals that the accused has drawn cheque for amount of Rs.4,75,000/- in favour of the complainant and it got dishonored. In order to make the provision of Section 143-A of N.I. Act applicable the pre-conditions are, the offence should have been taken place on or after 01/09/2018 and the accused must have refused to plead guilty. The instant offence took place after the 01/09/2018. Also, the accused

refused to plead guilty vide Exh.18. Hence, both the essential ingredients under Section 143-A of N.I.Act are fulfilled. It is well settled that once issuance of cheque at the instance of accused is proved the presumption of legal enforceable debt arises in favour of the complainant and until contrary is shown it remains in force.

6. As such, the complaint is fulfilling the criteria for grant of interim compensation. As mentioned above, Section 143-A is enacted with a view to compensate the payee at early stage of the proceeding. However, the word “may” used in the said provisions makes it clear that the court can reduce the percentage of compensation in appropriate cases. Hence, keeping in mind the said aspect as well as the facts of the instant case, I proceed to passed the following order.

Order

1.	The accused is directed to pay 15% interim compensation to the complainant within 60 days of the cheque amount of Rs.4,75,000/-.
2.	No order as to costs.

Date – 06/03/2026

(V. C. Kshirsagar)
Judicial Magistrate F. C.,
Court No.2, Madha.

CERTIFICATE

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

Name of Stenographer	:	N. B. Kamurti
Court Name	:	Smt. V.C. Kshirsagar 2 nd Jt.CJJD & JMFC, Madha
Date of Order/Judgment	:	06/03/2026
Order/judgment signed by presiding officer on	:	06/03/2026
Order/judgment uploaded on	:	07/03/2026