

Present:. Sh. Sanjeev Kumar Bhaura Advocate for the complainant.
Accused Satwinder Singh on bail with counsel Sh Rajesh Kumar Advocate.

**Application for directing the accused to pay
compensation to the complainant as provision of under
Section 143 of NIA.**

Today the case was fixed for filing reply to the application under Section 143-A of NIA for payment of interim compensation. However the counsel for the accused stated that he shall contest the application orally.

The application in hand has been filed by the complainant alleging that as per the latest provisions and amendments the accused is liable to pay 20% of the cheque amount in dispute. It is therefore prayed that the accused be directed to deposit 20% of the cheque amount as per amended Act as interim compensation.

Instead of filing written reply to the application, the Counsel for the accused orally submitted that the application in itself is not maintainable as the applicant/accused has not issued any cheque in favour of the complainant. Denying all the averments a prayer for dismissal of the application is made.

After hearing both the parties and going through the record, this Court is of the considered view that in the case in hand, no order till date has been passed by the Court directing the accused to deposit 20% of the amount of the cheque amount. From record it transpires that the present complaint was filed

after amendment and the basic ingredients stands fulfilled. Therefore Section 143

A of NI Act is relevant and the same 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 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 complaint.

This section gives discretion to the Court to order the payment of compensation and the object behind the same is to avoid lingering on of the complaints due to the legal procedures which may deliberately be resorted to by the accused to cause delays.

From the bare perusal of Section 143 A of The Negotiable Instruments Act it transpires that the said provision has given authority to the trial court to direct the accused to pay interim compensation to the complainant where he has not pleaded guilty, upto the limit of 20% of the cheque amount within 60 days from the date of the order, failing which the interim compensation so ordered would be recoverable under Section 421 of Cr.P.C as if it were a fine imposed upon the accused. If any payment was given by the accused to the complainant as alleged, that will have to be proved by leading cogent evidence to that effect. Whatever the defence of the accused is, the same is to be considered at the appropriate stage on the basis of evidence adduced.

In the case in hand considering all the above mentioned facts, the accused is directed to pay 5% of the cheque amount as interim compensation to the complainant within 60 days from the date of order. The complainant is also directed to file an affidavit that in case of acquittal of the accused he will return