In the court of Judicial Magistrate, 2nd Court, Bishnupur, Bankura

Present : Shamshad Ahmad (JO Code WB01454)

Complaint Case No 117 of 2022 (Regd. No. 113 of 2022)

Order dated: 05.08.2026

Today is fixed for further hearing of petition under Section 143-A of NI Act filed by the complainant.

Both parties are present by filing hazira.

Ld. Advocate both the parties are present.

The record is taken up for hearing of petition under Section 143-A of NI Act.

Ld. Advocate for the complainant has contended that the accused issued Cheque No. 792717 dated 16.04.2022 for a sum of Rs.54,50,000/- towards discharge of a legally enforceable debt. The cheque was dishonoured upon presentation with the endorsement "Advice Not Received". Thereafter, the statutory demand notice was duly issued and served upon the accused, but despite service, the accused failed to make payment within the statutory period. In support of the application, the complainant has also produced the original cheque, return memo, demand notice, postal receipt, tracking report evidencing service of notice and a certificate dated 17.07.2026 issued by Punjab National Bank certifying that the cheque was drawn on the accused's Cash Credit Account. Therefore, this Court may exercise its discretion under Section 143A of the N.I. Act and direct payment of interim compensation.

On the other hand, Ld. Advocate for the accused has opposed the application by denying the existence of any legally enforceable debt or liability and has specifically contended that the cheque was issued in relation to his Cash Credit Account and not towards discharge of any enforceable liability. It is further contended that the bank certificate itself establishes that the account is a Cash Credit Account with a sanctioned limit of Rs.10,00,000/- and that the cheque amount of Rs.54,50,000/- is wholly inconsistent with such limit. It is also argued that the cheque was dishonoured for the reason "Advice Not Received" and not for insufficiency of funds. Accordingly, it is submitted that the application under Section 143A deserves rejection.

Heard the Ld. Advocates for both sides. Perused the application, written objection and the documents placed on record.

It is important to note that Section 143A of the Negotiable Instruments Act empowers the Court to direct payment of interim compensation in appropriate cases where the accused pleads not guilty. The provision, however, uses the expression "may order", thereby conferring a discretionary power upon the Court. Such discretion is required to be exercised judiciously after considering the facts and circumstances of each case and not as a matter of course.

The Hon'ble Supreme Court in ***G.J. Raja v. Tejraj Surana, (2019) 19 SCC 469***, while considering Section 143A of the Negotiable Instruments Act, observed that the provision creates a substantive liability and the power conferred under the section is discretionary in nature. Thus, the Court must apply its judicial mind before directing payment of interim compensation.

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In the present case, the documents filed by the complainant undoubtedly prima facie establish the issuance of the cheque, its presentation, dishonour, and service of statutory demand notice. However, the subsequent bank certificate relied upon by the complainant itself indicates that the cheque was drawn on a Cash Credit Account having a sanctioned limit of Rs.10,00,000/-. The accused has raised a specific and plausible defence that the cheque was not issued towards discharge of any legally enforceable debt but was connected with the Cash Credit Account. Whether the cheque was issued in discharge of a legally enforceable liability or otherwise is a disputed question of fact which can only be adjudicated after appreciation of oral and documentary evidence during trial.

At this interlocutory stage, this Court is not expected to undertake a detailed examination of the rival claims or record findings on the merits of the defence. The materials presently available disclose substantial disputed questions requiring trial. In such circumstances, this Court is not persuaded to exercise the discretionary jurisdiction under Section 143A of the Negotiable Instruments Act.

Accordingly, this Court is of the considered opinion that this is not a fit case for directing payment of interim compensation under Section 143A of the Negotiable Instruments Act.

Hence, the application under Section 143A of the Negotiable Instruments Act stands rejected.

Let the case proceed with the trial in accordance with law.

Fix **07.09.2026** for evidence.

D/C by me

Sd/-
Judicial Magistrate (1st Class)
Bishnupur, Bankura

Sd/-
Judicial Magistrate (1st Class)
Bishnupur, Bankura