

**Complain Case 02 of 2024**  
**CIS 02 of 2024**

**Order Dated: 16.12.2025**

Today is fixed for passing order.

Complainant is present, and the accused is absent by petition.

The record is taken up today for consideration of the application filed by the complainant under Section 143A of the Negotiable Instruments Act, 1881 praying for grant of interim compensation to the extent of 20% of the cheque amount. Written objection has been filed on behalf of the accused opposing the said application.

From the record, it appears that the present complaint under Section 138 read with Section 142 of the Negotiable Instruments Act was filed on 19.01.2024 alleging dishonour of cheque bearing no. 305890 dated 25.08.2023 for an amount of Rs. 5,00,000/- drawn on State Bank of India, Maheshpur Branch, Hooghly. After issuance of summons, the accused failed to appear, as a result whereof warrant of arrest was issued on 20.07.2024. The accused appeared and was enlarged on bail on 31.08.2024. Thereafter, on several dates namely 03.09.2024, 16.11.2024 and 03.12.2024, the accused remained absent by filing petitions. Plea was recorded on 17.12.2024. Subsequently, the accused again remained absent on 27.01.2025, 26.02.2025 and 16.05.2025, resulting in issuance of warrant of arrest on 16.05.2025. The accused took bail on 18.07.2025. Even today, the accused is absent without any satisfactory explanation.

The above conduct of the accused clearly demonstrates lack of bona fides and an attempt to delay the proceeding, thereby frustrating the very object of the Negotiable Instruments Act which mandates speedy disposal of cheque dishonour cases.

Section 143A of the Negotiable Instruments Act empowers the Court to direct payment of interim compensation not exceeding 20% of the cheque amount after recording of plea, where the accused pleads not guilty. The provision has been introduced with a clear legislative intent to discourage frivolous defences and dilatory tactics adopted by drawers of dishonoured cheques and to provide immediate relief to the complainant.

The objections raised by the accused regarding alleged misuse of cheque, partial repayment and non existence of legally enforceable debt are matters of defence which require appreciation of evidence during trial. At the stage of consideration of an application under Section 143A of the Negotiable Instruments Act, this Court is not required to conduct a roving inquiry or a mini trial. The statutory presumption under Sections 118 and 139 of the Negotiable Instruments Act operates in favour of the complainant at this stage.

The Hon'ble Supreme Court in *Surinder Singh Deswal vs. Virender Gandhi* has held that provisions relating to interim compensation are intended to strengthen the credibility of cheque transactions and to ensure that the complainant is not left remediless during prolonged trials.

Further, the Hon'ble Supreme Court in *Rakesh Ranjan Srivastava vs. State of Jharkhand* has categorically observed that the power under Section 143A of the Negotiable Instruments Act is discretionary but must be exercised judiciously, keeping in view the conduct of the accused, the nature of the transaction and the object sought to be achieved by the amendment, and that interim compensation can be directed once plea is recorded, without waiting for conclusion of trial.

Considering the stage of the proceeding, the repeated absence of the accused, the statutory presumptions available in law and the object behind insertion

of Section 143A of the Negotiable Instruments Act, this Court is of the considered view that the complainant has made out a fit case for grant of interim compensation.

Accordingly, the application under Section 143A of the Negotiable Instruments Act is allowed.

The accused is hereby directed to pay Rs. 1,00,000/-, being 20% of the cheque amount, to the complainant as interim compensation within sixty days from the date of this order. In default, the said amount shall be recoverable as if it were a fine in accordance with law.

It is made clear that in the event of acquittal of the accused, the complainant shall be liable to refund the entire amount of interim compensation so received to the accused, along with interest at the rate prescribed under Section 143A(4) of the Negotiable Instruments Act, within such period as may be directed by this Court, in accordance with law.

Fix 28.01.2026 for Evidence  
D/C by me

JM1

Judicial Magistrate 1<sup>st</sup> Court  
Raghunathpur, Purulia