



CRL RC(MD). No.882 of 2019

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Dated : 13/07/2026

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THE HONOURABLE MRS. JUSTICE L. VICTORIA GOWRI

CRL RC(MD). No.882 of 2019

Ragupathy,

... Petitioner

Vs

Subramanian,

... Respondent

PRAYER :-

To call for the records and set aside the order passed in Cr.M.P.No. 529 of 2019 in S.T.C.No.947 of 2018 dated 18.10.2019 pending on the file of the Judicial Magistrate, Thuriayur, Trichy District and allow this criminal revision case.

For Petitioner : Mr.R.P.Karuppasamy

ORDER

Challenging the impugned order passed by the learned Judicial Magistrate, Thuraiyur, Trichy, in Cr.M.P.No.529 of 2019 dated 18.10.2019, the present Criminal Revision Case has been filed.

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2. The learned counsel for the petitioner submitted that the respondent herein is the complainant before the trial Court and had filed a complaint under Sections 138 and 142 of the Negotiable Instruments Act and r/w Section 200 of the Code of Criminal Procedure.

3. An alleged cheque for a sum of Rs.7,00,000/- was issued on 20.08.2018. The respondent filed a private complaint against the petitioner before the trial Court. During the pendency of the proceedings, the complainant filed an application under Section 143A of the Negotiable Instruments Act seeking a direction to the petitioner to pay 20% of the cheque amount as interim compensation. The trial Court, by allowing the said application, passed the impugned order. Aggrieved by the same, the present Criminal Revision Case has been filed.

4. The learned counsel for the petitioner submitted that the impugned order is perverse and illegal for the sole reason that the Section 143(A) of the Negotiable Instruments Act is not applicable to the facts of the present case. According to the learned counsel, Section 143(A) came into force only on 01.09.2018, whereas the cause of action in the present



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case had arisen on 23.08.2018, as evident from the complaint filed by the respondent/complainant. He further contended that the alleged liability and the corresponding cause of action had arisen prior to the introduction of Section 143(A) of the Negotiable Instruments Act and therefore, the provision cannot be applied retrospectively. Consequently, the trial Court ought not to have allowed the application directing the petitioner to pay 20% of the cheque amount as interim compensation to the complainant. On these grounds, the learned counsel sought the interference of this Court to set aside the impugned order and he has also relied upon the judgment of the honourable Supreme Court in *Crl.A.No.1160 of 2019* arising out of SLP (Criminal) No.3342 of 2019 in *G.J.Raja Vs.Tejraj Surana*.

5. The name of the respondent was printed in the cause list. However, there was no representation on behalf of the respondent.

6. Heard the learned counsel for the petitioner and perused the materials available on record.



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7. The case of the respondent/complainant is that the petitioner had borrowed a loan on 20.05.2018 and issued a cheque dated 20.08.2018 for a sum of Rs.7,00,000/-. The cheque was presented for encashment on the same day and was returned on 23.08.2018 with the endorsement "Exceeded Arrangement". The cheque return memo was received by the respondent on 24.08.2018, pursuant to which a statutory notice was issued on 31.08.2018. The petitioner sent a reply notice on 07.09.2018. Thereafter, the respondent filed a complaint under Sections 138 and 142 of the Negotiable Instruments Act, read with Section 200 of the Code of Criminal Procedure. During the pendency of the complaint, the respondent/complainant filed an application under Section 143A of the Negotiable Instruments Act seeking a direction to the petitioner to pay 20% of the cheque amount as interim compensation. The trial Court, by order dated 18.10.2019, allowed the said application and directed the petitioner to deposit 20% of the cheque amount as interim compensation.



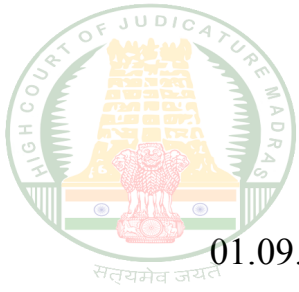
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8. As rightly contended by the learned counsel for the petitioner, Section 143A of the Negotiable Instruments Act was inserted by Act 20 of 2018 and came into force with effect from 01.09.2018. The Hon'ble Supreme Court, while considering the similar issue in *G. J. Raja v. Tejraj Surana*, has held as follows:

“ 24. In the ultimate analysis, we hold Section 143A to be prospective in operation and that the provisions of said Section 143A can be applied or invoked only in cases where the offence under section 138 of the Act was committed after the introduction of said Section 143A in the statute book. Consequently, the orders passed by the Trial Court as well as the High Court are required to be set aside. The money deposited by the Appellant, pursuant to the interim direction passed by this Court, shall be returned to the Appellant along with interest accrued thereon within two weeks from the date of this order.”

9. This Court is of the considered opinion that the trial Court ought not to have directed the petitioner to pay 20% of the cheque amount as interim compensation, since the cause of action had arisen prior to



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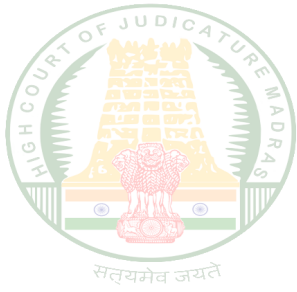
01.09.2018, the date on which Section 143A of the Negotiable Instruments Act came into force. Accordingly, the order passed by the learned Judicial Magistrate, Thuraiyur, Trichy, in Cr.M.P.No.529 of 2019 dated 18.10.2019 is hereby set aside and the present Criminal Revision Case is allowed.

13.07.2026

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To

The Judicial Magistrate,
Thuraiyur, Trichy



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L. VICTORIA GOWRI,J

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ORDER
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