



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 04.04.2017

CORAM

THE HONOURABLE MR. JUSTICE P.N. PRAKASH

CRL.O.P. (MD) No. 3828 of 2017

and

Crl.M.P. (MD) Nos. 2812 and 2813 of 2017

Karuppasamy : Petitioner/Accused

Vs.

Chandramohan : Respondent/Complainant

Prayer: Criminal Original Petition is filed under Section 407 of Cr.P.C., praying to withdraw the case in C.C.No.195 of 2016 on the file of the Judicial Magistrate No.1, Virudhunagar and transfer to any other Judicial Magistrate Court at Trichy.

For Petitioner : Mr.N.Mohideen Basha

O R D E R

For the sake of convenience, the parties will be referred to by name.

2. It is the case of Chandramohan that Karuppasamy has borrowed Rs.1,50,000/- on 05.10.2015 and in discharge of the said liability, Karuppasamy has given a cheque dated 21.09.2016 for the said sum drawn on ICICI Bank, Thillai Nagar Branch, Trichy. Chandramohan presented the said cheque in his bank, viz., Axis Bank Limited, Virudhunagar Branch and the same was dishonoured on the ground of 'account closed'. Chandramohan issued a statutory notice dated 25.10.2016 and thereafter, has initiated a prosecution under Section 138 of the Negotiable Instruments Act before the learned Judicial Magistrate No.I, Virudhunagar against Karuppasamy. While so, Karuppasamy is before this Court for transferring the case from the file of learned Judicial Magistrate No.I, Virudhunagar, to any other Judicial Magistrate Court in Trichy.

3. Heard Mr.N.Mohideen Basha, learned counsel for Karuppasamy.



4. Mr.N.Mohideen Basha, learned counsel for Karuppasamy contended that the entire transaction had taken place only in Trichy and, therefore, the present prosecution before the learned Judicial Magistrate No.I, Virudhunagar is not maintainable. In support of his contention, Mr.N.Mohideen Basha, learned counsel, took this Court through the receipt that is said to have been issued by Chandramohan for the monies received by him from Karuppasamy, which shows that the same have been issued from his Office at Trichy. He also submitted that the contract between Chandramohan and Karuppasamy was entered in Trichy District.

5. This Court gave its anxious consideration to the submissions of Mr.N.Mohideen Basha, learned counsel for Karuppasamy.

6. Pursuant to the amendment made to the Negotiable Instruments Act, the jurisdiction has been clearly stipulated by Section 142(2) of the Negotiable Instruments Act, which reads as under:

"(2) The offence under section 138 shall be inquired into and tried only by a court within whose local jurisdiction,-

(a) if the cheque is delivered for collection through an account, the branch of the bank where the payee or holder in due course, as the case may be, maintains the account, is situated; or

(b) if the cheque is presented for payment by the payee or holder in due course, otherwise through an account, the branch of the drawee bank where the drawer maintains the account, is situated.

Explanation.- For the purposes of clause (1), where a cheque is delivered for collection at any branch of the bank of the payee or holder in due course, then, the cheque shall be deemed to have been delivered to the branch of the bank in which the payee or holder in due course, as the case may be, maintains the account."

7. A reading of the above clearly shows that a prosecution under Section 138 of the Negotiable Instruments Act will be maintainable within the jurisdiction of the Court, where the branch of the bank, where the payee or holder in due course, maintains the account. In this case, Chandramohan had presented the cheque in his bank, which is within the jurisdiction of the learned Judicial Magistrate No.I, Virudhunagar and, therefore, the present prosecution before the learned Judicial Magistrate No.I, Virudhunagar, cannot be said to be beyond jurisdiction.



8. In the result, this petition is devoid of merits and accordingly, the same is dismissed. Consequently, the connected miscellaneous petitions are closed.

Sd/-

Assistant Registrar(CO)

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/True Copy/

Sub Assistant Registrar

To

1.The Judicial Magistrate No.1,Virudhunagar.

2.The Judicial Magistrate, Trichy.

+1cc to Mr.N.Mohideen Basha, Advocate Sr.No.50115

sml

vb/sv/mms/sar3/20.04.2017/3p/4c

Order made in

CRL.O.P. (MD) No.3828 of 2017

Dated:-04.04.2017