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**HIGH COURT OF CHHATTISGARH, BILASPUR****WPCR No. 74 of 2015**

- Abis Exports India Pvt. Ltd. Having Its Registered Office At Village Indamara, Post Pendri, Tahsil And District Rajnandgaon Chhattisgarh, Through Its Field Manager Sheikh Navabuddin, S/o Sheikh Babuddin, Aged About 34 Years, R/o Mamta Nagar, Gali No. 7, Ward No. 17, Ps Kotwali, Po Rajnandgaon, Civil And Revenue Dist. Rajnandgaon Chhattisgarh, Chhattisgarh

---- Petitioner

**Versus**

1. M/s Pets Stop And Anr. Proprietor- K. Kishor Kumar, Office- House No. 8-231/f/64/65/a, Near Greebavarchi Restaurant, Indra Nagar Bus Stop, Shri Krishna Nagar, Police Station - Jublee House, District- Hyderabad, Andhra Pradesh 500045, Andhra Pradesh
2. K. Kishor Kumar Proprietor- M/s Pet Stop Office- House No. 8-231/f/64/65/a, Near Greebavarchi Restaurant, Indra Nagar Bus Stop, Shri Krishna Nagar, Police Station - Jublee House, District- Hyderabad, Andhra Pradesh 500045, District : Hyderabad, Andhra Pradesh

---- Respondents

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| For Petitioner  | : | Shri Malay Shrivastava, Advocate. |
| For Respondents | : | None appears, though served.      |

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**Hon'ble Shri Justice Sanjay Agrawal****Order On Board****03.12.2018**

1. In this petition under Article 226 of the Constitution of India, the petitioner has assailed the legality and validity of the order dated 24.12.2014 passed by the Judicial Magistrate First Class, Rajnandgaon (C.G.) returning the complaint under Section 138 of the Negotiable Instruments Act, 1881 (hereinafter referred to as the 'Act of 1881') to the petitioner on the ground that in view of the law laid down by the Supreme Court in ***Dashrath Rupsingh Rathod v. State of Maharashtra and Another*** reported in (2014) 9 SCC 129, the Court at Rajnandgaon has no jurisdiction to entertain the complaint.

2. It is not in dispute that during pendency of this petition, the Government of India has issued the Negotiable Instruments (Amendment) Second Ordinance, 2015 amending Section 142 of the Act of 1881 to introduce sub-section (2) in the following manner :

“(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 (a), 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.”

3. The Ordinance also introduces a new provision in Section 142A for validation of transfer of pending cases. Sub-section (1) of Section 142A provides as under :

“142A. (1) Notwithstanding anything contained in the Code of Criminal Procedure, 1973 or any judgment, decree, order or directions of any court, all cases transferred to the court having jurisdiction under sub-section (2) of Section 142, as amended by the Negotiable Instruments (Amendment) Ordinance, 2015, shall be deemed to have been transferred under this Ordinance, as if that sub-section had been in force at all material times.”

4. A combined reading of the provisions contained in Sections 142 (2) and 142A (1) would have the effect as if the provision contained in Section 142 (2) was in force at all material times including the date on which the present complaint was presented before the Court at Rajnandgaon or the date on which the impugned order has been passed. Since by virtue of the newly inserted sub-section (2) of

Section 142, the Court at Rajnandgaon being the place where the cheque was presented for payment by the petitioner, i.e., the payee or holder in due course, the Court at Rajnandgaon has jurisdiction over the matter.

5. Recently, in ***M/s Bridge Stone India Pvt. Ltd. v. Inderpal Singh***, Criminal Appeal No. 1557 of 2015 (decided on 24.11.2015) the Supreme Court held thus :

“12. .... We are satisfied, that Section 142(2)(a), amended through the Negotiable Instruments (Amendment) Second Ordinance, 2015, vests jurisdiction for initiating proceedings for the offence under Section 138 of the Negotiable Instruments Act, inter alia in the territorial jurisdiction of the Court, where the cheque is delivered for collection (through an account of the branch of the bank where the payee or holder in due course maintains an account). We are also satisfied, based on Section 142A(1) to the effect, that the judgment rendered by this Court in **Dashrath Rupsingh Rathod's** case, would not stand in the way of the appellant, insofar as the territorial jurisdiction for initiating proceedings emerging from the dishonor of the cheque in the present case arises.

13. Since cheque No. 1950, in the sum of Rs.26,958/-, drawn on the Union Bank of India, Chandigarh, dated 02.05.2006, was presented for encashment at the IDBI Bank, Indore, which intimated its dishonor to the appellant on 04.08.2006, we are of the view that the Judicial Magistrate, First Class, Indore, would have the territorial jurisdiction to take cognizance of the proceedings initiated by the appellant under Section 138 of the Negotiable Instruments Act, 1881, after the promulgation of the Negotiable Instruments (Amendment) Second Ordinance, 2015. The words “... as if that sub-section had been in force at all material times...” used with reference to Section 142(2), in Section 142A(1) gives retrospectivity to the provision.”

6. In view of the newly inserted provisions under Sections 142 (2) and 142A (1) by way of Negotiable Instruments (Amendment) Second Ordinance, 2015 and the law laid down by the Supreme Court in ***M/s Bridge Stone India Pvt. Ltd.*** (supra), the earlier judgment of the Supreme Court in ***Dashrath Rupsingh Rathod*** (supra) would not stand in the way of the petitioner/complainant to

maintain complaint at the place where the cheque is delivered for collection (through an account of the branch of the bank where the payee or holder in due course maintains an account).

7. Accordingly, the impugned order dated 24.12.2014 passed by the Judicial Magistrate First Class, Rajnandgaon is hereby set aside and the trial Court at Rajnandgaon is directed to proceed with the complaint filed by the petitioner in accordance with law.
8. In the result, the petition is accordingly allowed. No order as to costs.

Sd/-

**(Sanjay Agrawal)**  
**Judge**