

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CRM-M-8724-2016

Date of decision: 20.08.2018

Bhupinder Kumar

..... Petitioner

Versus

M/s Sukhwinder Trading Co. and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE RAMENDRA JAIN

PRESENT: Mr. PS Miglani, Advocate for the petitioner.

None for the respondents.

RAMENDRA JAIN, J. (ORAL)

As per office report, dated 19.09.2016, respondent No. 2 who is proprietor of respondent No. 1 was served through his wife, but none has put in appearance on behalf of the respondents.

Through this petition under Section 407 Cr.P.C., prayer has been made for transferring the Criminal Complaint No. NACT 215 of 2015 dated 21.05.2015 (Annexure P-1) titled as “Bhupinder Kumar Vs. M/s Sukhwinder Trading Co. and another”, pending in the Court of learned Judicial Magistrate Ist Class, Moga, to the Court of competent jurisdiction at Ludhiana.

Learned counsel *inter alia* contends that Section 142A has been added by way of amendment in the Negotiable Instruments Act, 1881 (for short-'the Act'), vide Second Ordinance No. 7 of 2015 dated 22.09.2015, whereby complaint (Annexure P-1) is liable to be transferred from Moga to Ludhiana, as the petitioner-complainant is resident of Ludhiana and the

cheque in question was also presented at Ludhiana.

Heard.

For ready reference Section 142A of the Act, is reproduced as under:-

"142A. (1) Notwithstanding anything contained in the Code of Criminal Procedure, 1973 or any judgment, decree, order or direction 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 Act, as if that sub-section had been in force at all material times.

(2) Notwithstanding anything contained in sub-section (2) of section 142 or sub-section (1), where the payee or the holder in due course, as the case may be, has filed a complaint against the drawer of a cheque in the court having jurisdiction under sub-section (2) of section 142 or the case has been transferred to that court under sub-section (1) and such complaint is pending in that court, all subsequent complaints arising out of section 138 against the same drawer shall be filed before the same court irrespective of whether those cheques were delivered for collection or presented for payment within the territorial jurisdiction of that court.

(3) If, on the date of the commencement of the Negotiable Instruments (Amendment) Act, 2015, more

than one prosecution filed by the same payee or holder in due course, as the case may be, against the same drawer of cheques is pending before different courts, upon the said fact having been brought to the notice of the court, such court shall transfer the case to the court having jurisdiction under sub-section (2) of section 142, as amended by the Negotiable Instruments (Amendment) Ordinance, 2015, before which the first case was filed and is pending, as if that sub-section had been in force at all material times.”

Perusal of the above provision shows that the complaint (Annexure P-1) filed by the petitioner has to be transferred to Ludhiana. Therefore, the trial Court at Moga is directed to send the complaint (Annexure P-1) of the petitioner to the Chief Judicial Magistrate, Ludhiana for onward trial, in accordance with law, by himself or by some other Court of competent jurisdiction to whom he may assign the complaint.

The instant petition stands disposed of accordingly.

August 20, 2018

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**(RAMENDRA JAIN)
JUDGE**

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No