



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 09.12.2019

CORAM

THE HON'BLE MR.JUSTICE P.RAJAMANICKAM

Crl.O.P.No.26596 of 2019

and

Crl.M.P.No.14219 of 2019

Suresh Kumar Jain

...Petitioner/Accused

-Vs-

Ashok Kumawat

... Respondent/Complainant

Prayer: Criminal Original petition filed under Section 482 of Code of Criminal Procedure, to call for the records and set aside the order passed by the learned Metropolitan Magistrate, Fast Track Court No.IV, George Town, Chennai made in Crl.M.P.No.11068 of 2018 in C.C.No.1051 of 2018 dated 03.07.2019.

For Petitioner : Mr.T.R.Ravi

For Respondent : Mr.B.Sreedhar Bhat

ORDER

This petition has been filed by the accused to set aside the order passed by the Metropolitan Magistrate, Fast Track Court No.IV, George Town, Chennai in Crl.M.P.No.11068 of 2018 in C.C.No.1051 of 2018 dated 03.07.2019.

2. The learned counsel for the petitioner has submitted that the respondent herein had filed a complaint under Section 138 of Negotiable Instrument Act, against the petitioner herein and based on the same, the learned Metropolitan Magistrate (Fast Track Court No.IV), George Town, Chennai, has taken the case in C.C.No.1051 of 2018 and issued summons to the petitioner herein. He further submitted that the respondent herein has also filed an application under Section 143-A of Negotiable Instrument Act in Crl.M.P.No.11068 of 2018 seeking interim compensation. The learned Metropolitan Magistrate by the order dated 03.07.2019 has directed the petitioner to pay a sum of Rs.2,50,874/- being 20% of the total amount as interim compensation within 60 days.



3. He further submitted that the Hon'ble Supreme Court in G.J.Raja Vs. Tejraj Surana (Crl.A.No.1160 of 2019) has held that the Section 143-A of Negotiable Instrument Act, came to effect from 01.09.2018 and the said provision will act only prospectively. He further submitted that in this case the alleged offences are said to have been committed prior to the said amendment and therefore, the respondent/complainant is not entitled to seek a compensation under the said Section.

4. The learned counsel for the respondent fairly conceded that the said provision will act only prospectively and he requested to pass appropriate order.

5. In G.J.Raja Vs. Tejraj Surana (cited supra) the Hon'ble Supreme Court in para No.24 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 the 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."

6. From the aforesaid decision it is clear that the provision under Section 143-A of Negotiable Instrument Act, will act only prospectively. The said provision came into force only with effect from 01.09.2018, whereas, the alleged offences took place prior to the said amendment and hence, the aforesaid provision cannot be invoked in this case. Therefore, the order passed by the learned Metropolitan Magistrate, (Fast Track Court No.IV) in Crl.M.P.No.11068 of 2018 dated 03.07.2019 is liable to be set aside. The trial Court is directed to proceed with the main case and dispose of the same in accordance with law.

7. With the above direction, this Criminal Original Petition is allowed. Consequently, connected Miscellaneous Petition is closed.

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar



dna

To

The Metropolitan Magistrate,
Fast Track Court No.IV, George Town,
Chennai.

+1cc to Mr.T.R.Ravi, Advocate SR.102458

+1cc to Mr.B.Sreedhar Bhat, Advocate SR.105945 (20/12/2019)

CrI.O.P.No.26596 of 2019

and

CrI.M.P.No.14219 of 2019

RV (CO)

CB (19/12/2019)