

CRM-M-42955-2019 (O&M)
Decided on: January 16, 2020.

Satnam Singh

.. Petitioner

VERSUS

Gursewak Singh

.. Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

* * *

Present: Mohd. Yousaf, Advocate,
for the petitioner.**JASGURPREET SINGH PURI, J. (ORAL)**

The present petition has been filed challenging the order dated 21.08.2019 (Annexure P-3) passed by the Learned Judicial Magistrate, 1st Class, wherein the petitioner has been directed to pay 20% of the cheque amount to the respondent within a period of sixty days under Section 143-A of the Negotiable Instruments Act.

Learned counsel for the petitioner states that the petitioner is a labourer and he has no money to pay 20% of the said cheque amount under the provisions of Section 143-A of the Negotiable Instruments Act as the same are directory in nature and they are not mandatory in nature.

A perusal of the order dated 18.10.2019 (Annexure P-3) passed by the learned Judicial Magistrate 1st Class, Malerkotla, shows that the petitioner had also filed reply. Although, the petitioner has not attached the reply along with present petition which although he had filed before the learned trial Court but during the course of arguments, he has referred to the

reply which has been filed before the trial Court and supplied the copy of the same in the Court today and the same is directed to be taken on the record and be fixed at appropriate place.

A perusal of the reply shows that the petitioner has not taken the plea before the trial Court that he is a poor person and he is unable to pay the amount. The only plea he has taken before the trial Court is that the provisions under Section 143-A of the Negotiable Instruments Act are not mandatory and they are directory in nature and that the application is not maintainable.

After going through the reply and keeping in view the provisions of Section 143-A of the Negotiable Instruments Act, it is for satisfaction of the trial Court to see at the time of deciding and considering the provisions of Section 143-A of the Negotiable Instruments Act, what amount is to be paid in pursuance of Section 143-A of the Negotiable Instruments Act.

Since, the petitioner himself has not taken plea before the trial Court, he cannot improve his case, at this stage.

In view of the above, no interference is called for and therefore, the present petition is dismissed. However, there is no order as to the costs.

16.01.2020*ps-I***(JASGURPREET SINGH PURI)
JUDGE**

Whether speaking/reasoned : Yes No

Whether Reportable : Yes No