

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

CRIMINAL WRIT PETITION NO.140 OF 2022

**SHRIRAM KELA SUPPLIERS THROUGH ITS PROPRIETOR
POPAT KRUSHNA PATIL
VERSUS
RAVINDRA BHASKAR SAPKAR**

....
Mr. V.B. Patil, Advocate for the Petitioner
Mr. Rohit Patwardhan, Advocate h/f Mr. Satej S. Jadhav,
Advocate for Respondent

....
CORAM : SHRIKANT D. KULKARNI, J.

DATE : 22 AUGUST, 2022

PER COURT:-

. The petitioner has challenged the order passed below exhibit 9 by the learned Judicial Magistrate, First Class, Raver in S.C.C. No. 661 of 2019, thereby rejected the prayer for interim compensation.

2. Heard Mr. Vijay patil, learned counsel for the petitioner and Mr. Patwardhan holding for Mr. Satej Jadhav, learned counsel for the respondent.

3. Mr. Vijay Patil, learned counsel for the petitioner took me through the relevant paragraphs of the impugned order passed by the learned Judicial Magistrate, First Class, Raver

dated 03.12.2021. He submitted that the learned Magistrate has committed an error in interpreting Section 143-A of the Negotiable Instruments Act, 1881. He submitted that the order is bad in law and liable to be quashed and set aside. He further made alternative submission that liberty may be granted to the complainant to file a fresh application with direction to the Court to decide the same on its own merits.

4. Mr. Patwardhan holding for Mr. Satej Jadhav, learned counsel for respondent supported the impugned order. He submitted that the learned Magistrate has applied its judicious mind having regard to the facts of the case. He submitted that the application for interim compensation was moved by the petitioner before recording the plea. It was premature application. The learned Magistrate has rightly rejected the same. It is the discretion of the court to award the interim compensation or not in view of the provisions of Section 143-A of the Negotiable Instruments Act, 1881.

5. I have also studied the impugned order passed below exhibit 9 by the learned Magistrate, in SCC No. 661 of 2019. According to import of Section 143-A of the Negotiable Instruments Act, the court may grant interim compensation

after recording the plea of the accused or after framing of charges and that interim compensation shall not exceed 20% of the cheque amount. It appears from the record that the present petitioner has filed an application for interim compensation on 24.02.2021. It is before recording the plea of respondent/accused. Certainly, that application is defective in the eye of law and may be called as a premature application. The learned Magistrate has rejected the application for interim compensation on its own merits by observing that the application was premature, and secondly, it is the discretion of the court to grant interim compensation having regard to the facts of the case.

6. On going through the impugned order, it is revealed that the learned Magistrate has recorded reasons while passing the impugned order. That impugned order cannot be said to be defective in the eye of law in view of import of Section 143-A of the Negotiable Instruments Act. Having regard to the facts of the case, the learned Magistrate thought that it is not a fit case to award interim compensation, particularly when the case is ready for the trial. In this background, the impugned order cannot be said an erroneous order. The view taken by the learned

Magistrate while rejecting the application for interim compensation cannot be faulted as the case is ready for trial. It would just and proper to expedite the trial in view of cheque amount involved in the case of dishonour of the cheque.

7. The petition is dismissed.

8. The trial of S.C.C. No. 661 of 2019 is hereby expedited and the learned Judicial Magistrate, First Class, Raver is hereby requested to dispose of the said proceedings within a period of six months from the date of receipt of this order.

9. The criminal writ petition is disposed of accordingly.

[SHRIKANT D. KULKARNI]
JUDGE

S.P Rane