AGK

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

WRIT PETITION NO.379 OF 2019

B. V. Satya Sai Prasad, Promoter Director of M/s.Sai Rayalseema Paper Mills Ltd. …Petitioner

V/s.

The State of Maharashtra & Anr. …Respondents

Mr. Sushant S. Prabhune for the petitioner.

Mr. A. R. Patil, APP for the State.

Mr. Rajesh Kanojia with Ms. Nitika Singh i/by RES Juris for respondent no.2.

CORAM : AMIT BORKAR, J.

DATED : OCTOBER 7, 2022

P.C.:

1. The challenge in this petition is to the order passed under section 143-A of the Negotiable Instruments Act, 1881 directing accused to pay interim compensation of 20% of the cheque within sixty (60) days from the date of order. As per the averments in the complaint, cheque in question was issued on 30th September 2016 and was dishonoured on 23rd March 2017. Demand notice dated 6th April 2017 was received on 10th April 2017 and as per averments in the complaint the offence was complete on 25th April 2017.

2. The amendment to the Negotiable Instruments Act inserting section 143-A came into effect from 1st September 2018 and, therefore, on the date of commission of offence, the provisions of section 143(2) was not in force.

3. The point involved in this petition is no *res integra* in view of the authoritative pronouncement of the Apex Court in **G.J. Raja v. Tejraj Surana** reported in (2019) 19 SCC 469. The Apex Court has held that section 143-A of the Negotiable Instruments Act is prospective in operation and the provisions of said section can be applied or invoked only in cases where the offence under section 138 of the Negotiable Instruments Act was committed after the introduction of section 143-A in the statute book.

4. In that view of the matter, the petitioner has made out a case for grant of relief. Hence, following order :

The impugned order dated 27th November 2018 passed by the Metropolitan Magistrate, 7th Court, Dadar, Mumbai directing deposit of 20% of the amount of cheque is quashed and set aside.

5. The writ petition is disposed of in above terms. No costs.

(AMIT BORKAR, J.)