

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CRR No.1055 of 2022(O&M)
Date of Decision:- 25.05.2022**

Jaspal Kaur

....Petitioner

Vs.

Raj Kumar @ Raja Ram and another

....Respondents

CORAM: HON'BLE MR. JUSTICE KARAMJIT SINGH

Present:- Mr. Ravi Malik, Advocate
for the petitioner.

KARAMJIT SINGH, J.(Oral)

The present petition has been filed by the petitioner against the order 21.12.2019 passed by JMIC Narwana in case NACT 56/2019 dated 25.02.2019, whereby the petitioner has been directed to to pay interim compensation of 20% of the cheque amount in the light of provisions of Section 143(A) of Negotiable Instruments Act.

The brief facts of the case are that respondent Raj Kumar has filed the aforesaid criminal complaint against the present petitioner under Section 138 of Negotiable Instruments Act, alleging

that the cheque given by the present petitioner to respondent No.1 for purchase of buffalos, has been dishonored due to insufficient funds.

The counsel for the petitioner contended that the impugned order, whereby the petitioner has been directed to pay interim compensation to the complainant as per the provisions of Section 143(A) of Negotiable Instruments Act, is totally illegal, being passed in mechanical manner without application of mind. The counsel further contended that recently Delhi High Court in *CRL.MC 2663 of 2021 M/s Jsbs Cargo and Freight Forwarder Pvt. Ltd Vs. State and another, decided on 20.12.2021*, held that provision of Section 143(A) Negotiable Instruments Act, essentially is directory and cannot be termed as mandatory in nature. The counsel further contended that it appears that the trial Court gave the impugned direction, having the impression that the aforesaid provision is mandatory in nature. The counsel further contended that the impugned order is liable to be set aside.

I have considered the submissions made by counsel for the petitioner.

This Court is of the view that the present petition can be disposed of without issuing any notice to the opposite party, for the reasons stated herein below.

Admittedly, the Delhi High Court in *M/s Jsbs Cargo (supra)* remitted the matter to trial Court after holding that provision of Section 143(A) of Negotiable Instruments Act, is only directory in

nature. Even the Karnataka High Court in Criminal Petition No.100261/2022 *Vijaya Vs. Shekharappa and another* decided 17.02.2022 reported in 2022 Live Law (Kar) 82, has also taken similar view.

Admittedly, no opportunity was given to the petitioner to file his reply, before passing of the impugned order despite the fact that he had not pleaded guilty to the notice of accusation served upon him under Section 138 of Negotiable Instruments Act. From the perusal of impugned order, it appears that the Trial Court granted interim compensation under Section 143(A) of Negotiable Instruments Act just in a mechanical manner and there is no application of mind as to why the said compensation has to be awarded. The Trial Court misread Section 143(A) of Negotiable Instruments Act and treated the said provision of law as mandatory in nature, whereas the legal position is otherwise as has been discussed above.

In light of the above, the impugned order to the extent it has been challenged is liable to be set aside being non-speaking and contrary to settled position of law as detailed above.

Consequently, the present petition is hereby allowed and the impugned order dated 21.12.2019, is hereby set aside and the matter is remanded back to learned Trial Court to dispose of the matter regarding grant of interim compensation to the

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complainant/respondent under Section 143A, in accordance with law within one month of the receipt of certified copy of this order.

Disposed of accordingly, so also the pending miscellaneous application(s), if any.

25.05.2022

P. Chawla

(KARAMJIT SINGH)
JUDGE

Whether reasoned / speaking? Yes / No

Whether reportable? Yes / No