

CRM-M-43349 of 2022

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

CRM-M-43349 of 2022
Date of Decision: 19.09.2022

Suman Lata

.... Petitioner

Versus

HDFC Bank Limited

.... Respondent

CORAM: HON'BLE MR. JUSTICE ASHOK KUMAR VERMA

Present: - Mr. Ramesh Sharma, Advocate, for the petitioner.

ASHOK KUMAR VERMA, J. (ORAL)

Through this petition under Section 482 Cr.P.C. prayer has been made for quashing of order dated 04.07.2022 (Annexure P-3) passed by the Judicial Magistrate Ist Class, Abohar, in complaint under Section 138 of the Negotiable Instruments Act, 1881 (for short 'the NI Act') bearing case No.COMA-858 dated 29.02.2020 titled "HDFC Bank v. Suman Lata" vide which the petitioner has been directed to deposit 20% of the cheque amount payable to the complainant-respondent within 60 days from the date of the order in terms of Section 143-A of the NI Act.

Brief facts of the case are that the petitioner availed CC of ₹55,70,000/- vide A/c No.50200018837180 and TL of ₹14,30,000/- vide A/c No.81927263 and agreed to make repayment in instalments. In discharge of his liability, petitioner issued cheque No.000006 dated 19.12.2019 of ₹55,70,000/- drawn on HDFC Bank, out of her account No.50100119945065 in favour of the respondent with the assurance that

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the cheque shall be honoured whenever presented. However, on presentation said cheque was returned unpaid/dishonoured with the remarks “account is dormant/insufficient funds”. Respondent sent a legal notice dated 15.01.2020 to the petitioner by registered post. Despite legal notice, petitioner has not made any payment. Hence, respondent filed complaint under Section 138 read with Section 142 of the NI act as amended up to date with Section 420 IPC. Vide order dated 04.07.2022 passed by Judicial Magistrate Ist Class petitioner has been directed to make payment of interim compensation of 20% of the cheque amount within 60 days.

I have heard learned counsel for the petitioner and perused the paperbook.

As per amendment in the Negotiable Instruments (Amendment) Act 2018 No.20 of 2018 clause 2, “notwithstanding anything contained in the Code of Criminal Procedure, 1973, the Court trying an offence under Section 138 may order the drawer of the cheque to pay interim compensation to the complainant, the interim compensation under sub-clause (1) shall not exceed twenty per cent of the amount of the cheque”.

The object of Section 143-A of the NI Act is two fold: -

“a) *Firstly, it is beneficial for complainant as he has already suffered for mass deed committed by the accused for not paying the amount and if 20% of the cheque amount is paid to the complainant he can utilise the same for his own purpose.*

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b) *Secondly, the accused will be on the safer side as some portion of the amount is already deposited by him and when the final judgment is passed against him, he has to pay on the lower side. On the other hand, if the accused is acquitted, complainant will repay the amount received by him with interest at the bank rate published by RBI within 60 days from the date of judgment.”*

The issue with regard to payment of interim compensation of 20% of the cheque amount has been considered and upheld by the Hon'ble Supreme Court in ***Surinder Singh Deswal @ Col. S.S. Deswal v. Virender Gandhi, 2020(1) R.C.R. (Criminal) 604.***

In view of above, this Court does not find any illegality or perversity in the impugned order. Therefore, power under Section 482 Cr.P.C. cannot be exercised in favour of the petitioner.

Dismissed.

September 19, 2022
R.S.

(ASHOK KUMAR VERMA)
JUDGE

Whether speaking/reasoned

Yes/No

Whether Reportable

Yes/No