

IN THE HIGH COURT AT CALCUTTA
CRIMINAL REVISIONAL JURISDICTION
APPELLATE SIDE

The Hon'ble **JUSTICE BIBEK CHAUDHURI**

CRR 2688 of 2022

U.Y. Fincorp Limited

-Vs-

Sharad Jhunjhunwala

For the Petitioner: Mr. Sanjay Banerjee, Adv.,
 Mr. Joydeep Bhattacharjee, Adv.

Heard on: 4th April, 2023

Judgment on: 4th April, 2023.

BIBEK CHAUDHURI, J. : –

1. This is an application filed by the petitioner formerly known as Golden Goenka Fincorp Limited for a direction of expeditious hearing of a complaint case being CS/21333 of 2015 under Section 138 of the Negotiable Instrument Act pending before the Learned Metropolitan Magistrate, 14th Court at Calcutta. Petitioner is the complainant of the said case.

2. It is submitted by the petitioner that he filed a complaint under Section 138 of the Negotiable Instrument Act on 11th August, 2015 before Learned Chief Metropolitan Magistrate against the opposite party. The Learned Court took cognizance and transferred the same to the Metropolitan Magistrate, 14th Court at Calcutta. Subsequently, warrant of arrest was issued against the opposite party on 3rd December, 2015 but

till date the said warrant of arrest has not been executed. The said case has been adjourned for almost 26 occasions awaiting execution of the said warrant and/or appearance of the opposite party.

3. It is further submitted by the Learned Advocate for the petitioner that Section 143 of the Negotiable Instruments Act mandates the Court to try cases under Section 138 summarily. Sub-section (2) of Section 143 directs that the trial of the case shall be continued from day to day until its conclusion. Sub-section (3) states that every trial shall be made to conclude within six months from the date of filing complaint.

4. Statutory direction under Section 143 of the Negotiable Instruments Act got judicial recognition in **Indian Bank Association & Ors. vs. Union of India & Ors.** when the Hon'ble Supreme Court issued series of directions as to how trial court should take positive endeavour to dispose of the cases under Section 138 of the Negotiable Instruments Act.

5. However, it appears from the process of business conducted by the trial Court in CS no. 21333/2015 that the Learned Magistrate turned deaf ear to statutory dictum under Section 143 of the Negotiable Instruments Act and/or judicial directions passed by the Hon'ble Supreme Court, lest the trial court would not have taken about 7 years to ascertain representation of the accused company under Section 305 of the Cr.P.C.

6. Under such circumstances the instant revision is disposed of direction the Learned Magistrate to ensure execution of warrant of arrest by the date fixed. If the warrant of arrest is executed, learned Magistrate

shall consider if under the facts and circumstances of the case the accused should be released on bail or not.

7. Learned Magistrate then shall proceed with the trial of the case strictly in compliance with Section 143 (3) of the Negotiable Instruments Act and shall take all endeavour to conclude trial of the case within one month from the date of commencement of trial.

8. The instant revision is thus disposed of.

(Bibek Chaudhuri, J.)