

Nikita

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

WRIT PETITION NO.3636 OF 2022

Sagar Balaso Shinde ... Petitioner
V/s.
Kishor Manohar Nanaware & Anr. ... Respondents

Mr. Kishor Patil a/w Mr. Dilip B. Shinde i/b Mr. M.
Mane for the Petitioner.

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

Mr. Premanand Torane a/w Mr. Arun Mokul for
respondent No.1

CORAM : AMIT BORKAR, J.

DATED : MARCH 16, 2023

P.C.:

1. The challenge in this petition is to the order dated 20th July 2022 passed by Sessions Judge, Pune in Revision Application No.58 of 2022 setting aside the order passed by the Magistrate directing the accused to pay 10% of an interim compensation in the exercise of powers under Section 143(A) of the Negotiable Instruments Act, 1881.

2. The petitioner is the original complainant who, based on the agreement dated 1st January 2018 and the cheque in question, has filed a complaint contending dishonour of the cheque issued in pursuance of the said agreement. The Magistrate allowed the

application directing the accused to pay interim compensation of 10% of the cheque amount based on the agreement dated 1st January 2018. The documents in the form of a photocopy of the agreement dated 19th December 2016 and partnership deed dated 13th October 2016 were not relied on by the Magistrate, stating it to be considered at the time of trial. Based on prima facie fulfillment of conditions under Section 138, the Trial Court held that it is a fit case to direct the accused to pay 10% of the cheque amount.

3. Aggrieved thereby, the accused filed a revision before the Sessions Court. However, the Sessions Court set aside the order mainly on the ground that the Magistrate had not assigned a single reason for concluding that the complainant was entitled to compensation.

4. I have perused the copy of the agreement dated 1st January 2018, which is the basis for filing the complaint. Based on the promise in the said agreement, the cheque in question is alleged to be issued. Therefore, at the prima facie stage, the document dated 1st January 2018 is sufficient to direct the accused to pay interim compensation under Section 143A of the Negotiable Instruments Act, 1881, as the rest of the ingredients of Section 138 of the Negotiable Instruments Act, 1881 have been fulfilled.

5. The contention for setting aside the impugned order is that not a single reason has been assigned by the Learned Magistrate while arriving at the conclusion of interim compensation. On perusal of the order passed by the learned Magistrate, in my

opinion, the reasons assigned by the Magistrate contained in paragraph Nos. 7 to 12. Considering the object and purpose of Section 143A of the Negotiable Instruments Act, 1881, the reasons assigned in paragraphs Nos.7 to 12 are sufficient to direct the accused to pay interim compensation of 10% of the cheque amount.

6. For the aforesaid reason, the petitioner has made out the case for quashing the impugned order.

7. Rule is made absolute in terms of prayer clause (b). No costs.

(AMIT BORKAR, J.)