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

CRM-M-6741-2023
Decided on : 09.02.2023

M/s Manchanda Agencies through its proprietor and anr. ...... Petitioner

Versus

State of UT, Chandigarh and another ...... Respondents

CORAM : HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL

Present : Mr. Dhruv Gupta, Advocate
for the petitioner.

Mr. P.S.Paul, Addl. PP, UT, Chandigarh.

Mr. Ajaivir Singh, Advocate
for respondent No.2.

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Manjari Nehru Kaul, J.(Oral)

The petitioner is seeking quashing of order dated 25.01.2023 (Annexure P-7) passed by JMIC, Chandigarh in Criminal Complaint Case No.NACT 6491 of 2020 dated 28.09.2020 whereby he has been directed to pay interim compensation to the extent of 20% of the cheque amount under Section 143-A of Negotiable Instruments Act, 1881 (hereinafter referred to as 'the Act').

Learned counsel for the petitioner *inter alia* contends that the trial Court had been directed by this Court to decide the application moved under Section 143-A of the Act afresh by passing a speaking order, however, the trial Court had yet again erred in not passing a speaking order. While drawing the attention of this Court to the impugned order, learned counsel submits that it reveals total non-application of judicial mind and no reason has been recorded therein by the trial Court as to why it chose to direct the petitioner to pay to the extent of 20% of the cheque amount as interim compensation. Learned counsel has further contended that merely because the petitioner had not pleaded guilty, would not be a ground for directing him to make payment of interim compensation as the provisions of Section 143-A of the Act are merely directory in nature. Learned counsel urged that the petitioner was a 78 years old man and hence, the amount of interim compensation awarded was exorbitant and totally unjustified. In support of his submissions, learned counsel has placed reliance on the judgment of Coordinate Bench in ***Shankar Dayal Sharma vs. Rahul Choudhary in CRM-M-32880 of 2022 (decided on 01.09.2022)***.

Per contra, learned counsel for respondent No.2 while opposing the prayer made by the counsel opposite submits that the impugned order did not warrant any interference as it was a well reasoned order. Learned counsel has submitted that in fact the petitioner was just engaging in dilatory tactics to delay in making payment of interim compensation and unnecessarily creating hurdles in the conclusion of the trial.

Heard learned counsel for the parties and perused the relevant material on record.

In compliance of order dated 10.01.2023 (Annexure P-6) passed by this Court in CRM-M-45962 of 2022, the trial Court passed the order dated 25.01.2023 (Annexure P-7), which has been impugned in the present petition.

A perusal of the impugned order reveals that the petitioner has not denied his signatures on the cheque in question and merely stated that it had been stolen by the respondent from his shop. The trial Court has rightly observed that once the signatures over the cheque stood admitted by the petitioner, a *prima facie* case attracting statutory presumptions under the Act was made out in favour of the respondent.

This Court thus, finds no force in the submissions made by the learned counsel for the petitioner that the impugned order was a non-speaking order. Therefore, in the circumstances, even the case laws relied upon by the counsel for the petitioner would not come to his rescue. The trial Court has recorded adequate reasons while passing the impugned order and merely because the petitioner has been directed to pay 20% of the cheque amount as interim compensation, would not by itself mean that there has been an arbitrary exercise of judicial discretion by the Court below.

It would be apposite to point out here that the object behind the insertion of Section 143-A of the Act was to provide for interim compensation to the complainant during the pendency of the proceedings under Section 138 of the Act so as to prevent unscrupulous elements from unnecessarily prolonging proceedings by engaging in dilatory tactics thereby causing grave injustice to the complainant. A perusal of the history of the case in hand, right from the time when the complaint was instituted reveals that it was being prolonged on one pretext or the other. The amount involved in the cheque in question is Rs.40,00,000/-, therefore, directions to deposit 20% of the cheque amount cannot be considered to be exorbitant and rather comes across as being reasonable.

As a sequel to the above, this Court is not inclined to invoke its inherent jurisdiction under Section 482 Cr.PC by setting aside the impugned order dated 25.01.2023. Accordingly, the present petition stands dismissed. However, it is made clear that anything observed hereinabove shall not be construed to be an expression of opinion on the merits of the case.

09.02.2023 **(MANJARI NEHRU KAUL)**
sonia **JUDGE**

Whether speaking/reasoned: Yes/No
Whether reportable : Yes/No