

CRM-M-43301 of 2022

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

CRM-M-43301 of 2022
Date of decision: 16.01.2023

M/s Aggarwal Timber and Plywood and another
.....Petitioners

versus

Satish Kumar Goyal @ Satish Kumar
.....Respondent

CORAM: HON'BLE MR. JUSTICE NAMIT KUMAR

Present: Mr. Parvesh Malik, Advocate,
for Mr. Ramnish Puri, Advocate, for the petitioner.

NAMIT KUMAR, J. (ORAL)

Petitioner has approached this Court by filing the present petition under Section 482 Cr.P.C. impugning the order dated 02.07.2022 (Annexure P-1) passed by the Court of learned Judicial Magistrate Ist Class, Panchkula, in complaint bearing No.NACT 363 of 2020 dated 12.06.2020 titled as “Satish Kumar Goyal v. M/s Aggarwal Timber and Plywood etc.” under Section 138 of the Negotiable Instruments Act, 1881 (hereinafter referred to as 'the NI Act'), whereby petitioner has been directed to pay 20% of the cheque amount under Section 143-A of the NI Act.

Brief facts necessary for disposal of the present petition are that respondent-complainant filed a complaint under Section 138 of the NI Act against the petitioner for dishonouring of cheque of Rs.15 lacs. After notice, petitioner appeared before the trial Court and he was granted bail

CRM-M-43301 of 2022

vide order dated 24.08.2020 by the Court of learned Judicial Magistrate Ist Class, Panchkula. During the pendency of the complaint, complainant moved an application for grant of interim compensation to the tune of 20% of the cheque, which has been allowed by the trial Court vide impugned order dated 02.07.2022. Hence, the present petition.

Learned counsel for the petitioner contends that the impugned order dated 02.07.2022 has been passed without giving sufficient opportunity to the petitioner, therefore, the same is not sustainable in the eyes of law and is liable to be set aside.

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

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.*
- 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*

CRM-M-43301 of 2022

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.

16.01.2023
R.S.

(NAMIT KUMAR)
JUDGE

Whether speaking/reasoned

Yes/No

Whether Reportable

Yes/No