IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

WRIT PETITION NO.5519 OF 2024

Shreyans Healthcare Pvt. Ltd. & Ors. ...Petitioners

Versus

The State of Maharashtra & Anr. ...Respondents

Mr. Shreyas N. Gawankar i/b Manas N. Gawankar, for the Petitioners.

Mr. Jaikumar N. Shiradhonkar a/w Ankit M. Saxena & Baliram Kanwate, for Respondent No.2.

Ms. S. M. Yadav, APP, for the Respondent-State.

Coram: Madhav J. Jamdar, J.
Date: June 09, 2026

P.C.:

1. Heard Mr. Shreyas Gawankar, learned Counsel for the Petitioners and Mr. Jaikumar Shiradhonkar, learned Counsel for Respondent No.2.

2. By the present Writ Petition filed under Article 227 of the Constitution of India, the challenge is to the legality and validity of the Order dated 3rd October 2023 passed by the learned Metropolitan Magistrate, 48th Court, Andheri, Mumbai as well as the Order dated 10th July 2024 passed by the learned Additional Sessions Judge, City Civil & Sessions Court, Borivali Division, Dindoshi in Criminal Revision Application No.128 of 2024.

3. By the impugned Order dated 3rd October 2023 passed by the learned Metropolitan Magistrate, an Application bearing Exhibit-19 filed in CC No.2217/SS/2021 under Section 143A of the *Negotiable Instruments Act, 1881* ("**NI Act**") has been allowed and the Petitioners were directed to pay interim compensation to the extent of 20% of the cheque amount to the Complainant within a period of 60 days from the date of the said Order. By the impugned Order dated 10th July 2024, the Revision Application filed challenging the said Order came to be dismissed.

4. It is the main contention of Mr. Gawankar, learned Counsel for the Petitioners, that the Petitioner took loan of Rs.1,01,74,000/- and that, till date, an amount of Rs.42,00,000/- has been repaid, which is more than 20% of the said amount. It is, therefore, prayed that the Order passed under Section 143A of the NI Act be quashed and set aside. Another contention raised is that both the Courts have failed to give adequate reasons. Mr. Gawankar, learned Counsel for the Petitioners to support the said contention, relied on the decision of the Supreme Court in ***Rakesh Ranjan Shrivastava v. The State Of Jharkhand*** [1] and more particularly on Paragraph Nos.18, 19, 22 and 27 of the same.

5. On the other hand, Mr. Shiradhonkar, learned Counsel for Respondent No.2, submitted that the repayment of Rs.42,00,000/- is not admitted and that the same will have to be proved by the Petitioners at the trial. He further submitted that the contention raised by the

1 (2024) 4 SCC 419 : 2024 SCC OnLine SC 309

Petitioner that the Petitioner took loan is totally incorrect and the cheques were advanced for purchase of goods. He further submits that the learned Trial Court has passed a discretionary order, which has been confirmed by the learned Sessions Court, and therefore, no interference in writ jurisdiction is warranted..

6. A perusal of the record shows that Respondent No.2 issued two cheques dated 13th June 2017 and 14th June 2017 for amounts of Rs.49,24,000/- and Rs.52,50,000/-, respectively. The aggregate amount covered by the said cheques is Rs.1,01,74,000/-. According to the averments made in the complaint, the said cheques were issued towards the purchase of goods.

7. It is the contention of Mr. Gawankar, learned Counsel for the Petitioners, that the said cheques were, in fact, issued as security towards repayment of a loan and an amount of Rs.42,00,000/- has already been repaid. Even if the contention of the Petitioner is accepted then also the entire loan amount is not paid and there is huge outstanding. It is also required to be noted that cheques of Rs.1,01,74,000/- were issued in 2017 and even as per the contention of the Petitioner only 40% amount is paid which is also disputed by the Respondent No.2. From the year 2017 till 2026 the Respondent No.2 has suffered huge loss on the interest. In any case, in view of the contention raised by the Petitioner, *prima facie*, the liability is accepted.

8. The Supreme Court in the decision of ***Rakesh Ranjan Shrivastava*** (supra), has held that while exercising discretionary powers under Section 143A of the NI Act, the Court is required to *prima facie* evaluate the merits of the case. Thus, on the touchstone of that parameter no case is made out for interference in the impugned Order particularly under the jurisdiction of this Court under Article 227 of the Constitution of India.

9. There is some substance in the contention raised by Mr. Gawankar, learned Counsel for the Petitioners, that in the impugned Order detailed reasons are not set out. However, it is required to be noted that in the impugned Order dated 3rd October 2023, the learned Metropolitan Magistrate has specifically recorded the reasons to the effect that Accused has not denied the issuance of the cheques and that the defence raised by the Accused is vague in nature and, therefore, *prima facie*, case is made out in favour of the Complainant. Thus, although detailed reasons are not assigned, possible view of the matter is taken.

10. Thus, in the facts and circumstances, no interference in the impugned Order is warranted.

11. Accordingly, the Writ Petition is dismissed, however with no order as to costs.

[Madhav J. Jamdar, J.]