



IN THE HIGH COURT OF JUDICATURE AT BOMBAY :
NAGPUR BENCH : NAGPUR.

CRIMINAL WRIT PETITION No.1061 OF 2025.

Aaddhyaa Seeds Pvt. Ltd.
Through its Authorized Person
Rajesh Dnyandeorao Ganjare,
Aged about 44 years, Occupation
Service, resident of Akola,
Tahsil and District Akola.
Regd. Off. Flat No.105, H.No.1-3-126,
Shourie Ratnam Enclave Rajendranagar,
Mehabubnagar, 509 001 (Telangana). ... PETITIONER.

VERSUS

Hariyali Krushi Kendra,
through its Prop. Arunrao Tayade,
resident of At Post Daryapur,
Taluq Daryapur, District Amravati. ... RESPONDENT.

Mr. A.H. Mishra, Advocate for the Petitioner.
Shri D. Verma, Advocate for the Respondent.

CORAM : M.M. NERLIKAR, J.

DATE : APRIL 21, 2026.

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ORAL JUDGMENT :

Heard. Rule. Rule is made returnable forthwith, and by consent of learned Counsel for the parties, the matter is taken up for final disposal.

2. By the present Writ Petition the petitioner challenges the order dated 03.12.2025 passed below Exh.1 in S.C.C.No.620/2020 by the Additional Chief Judicial Magistrate, (Court No.4), Akola, by which the complaint filed by the petitioner Company came to be returned to the petitioner/complainant under Section 224 of the Bharatiya Nagrik Suraksha Sanhita, 2023 (BNSS), for filing the same before the Judicial Magistrate First Class, Mehabubnagar, Telangana.

Brief Facts :

3. The petitioner is a Company engaged in the business of manufacturing and marketing hybrid cotton seeds and agricultural commodities, and its area of operation is throughout the Country. The respondent is a Proprietary Firm, which has purchased

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agricultural goods from the petitioner Company and in turn issued a cheque drawn on Nandura Urban Cooperative Bank, Nandura, Branch Daryapur amounting to Rs.50,000/-. The petitioner placed the said cheque for encashment with its Banker – HDFC Bank at Akola on 09.01.2020, however, it came to be dishonoured. Therefore, the petitioner filed a complaint under Section 138 read with Sections 142 and 143 of the Negotiable Instruments Act against the respondent, which came to be registered as S.C.C. No.620/2020.

4. In the said proceedings, the trial Court has issued process against the respondent/accused. The petitioner has examined himself on 20.12.2023 and no cross order was passed by the learned Trial Court. It is the submission of the learned Counsel for the petitioner that when the trial was at a fag end, the trial Court has passed an order returning the complaint under Section 224 of the BNSS. It is further submitted that though the amendment was brought in the year 2015 in the Negotiable Instruments Act under Section 142[2], however, the fact remains that the matter was tried and the same was posted for arguments and recording of statement of the accused under Section

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313, however, the said stage was waived as the accused was absent, and lastly the matter was kept for final arguments. Therefore, the trial Court ought not to have returned the complaint. In support of his submissions he has relied on the judgment of the Supreme Court in case of **Jai Balaji Industries Ltd. and another .vrs. M/s. Heg Ltd – 2025 INSC 1362**, and submits that the order impugned is contrary to the observations recorded by the Supreme Court in the aforesaid case. He therefore, prays for quashing of the impugned order.

5. On the other hand, the learned Counsel for the respondent vehemently opposes the petition by submitting that the trial Court was justified in returning the complaint. The issue of jurisdiction goes to the root of the matter. The amendment was carried out by the Legislature in the year 2015, and the complaint was presented in the year 2020. The learned Counsel therefore submits that even considering the observations of the Supreme Court in the above cited case, the Supreme Court has interpreted Section 142[2] of the Negotiable Instruments Act and held that the jurisdiction lies where the home branch of the payee is situated. He further submits that in

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the present case, the home branch is situated at Mehbubnagar, therefore, the Court was justified in passing the order. He therefore prays that no interference is called for and the petition is liable to be dismissed.

7. I have heard the rival contentions canvassed by the learned Counsel for the parties and gone through the impugned order. Admittedly, it appears that the Home Branch of the petitioner is at Mehbubnagar, Telangana. The cheque was placed for encashment with HDFC Bank, Akola Branch, which was dishonoured and returned with return memo dated 09.01.2020. It is relevant to mention here that while interpreting Section 142 [2] of the Negotiable Instruments Act, the Supreme Court in case of Jai Balaji [supra], has clarified the issue in paragraph nos. 53 to 58, which reads as under :

“53. Sub-section (2) of Section 142 adopts a similar language, to indicate the same relationship as described in Section 138. However, it does so with a slight modification. The expressions “the branch of the bank where the payee or holder in due course, as the case maybe, maintains the account” or alternatively “the branch of the drawee

bank where the drawer maintains the account” include the word “branch”. This indicates that the payee or drawer, by maintaining the account in a particular branch of the bank, share a relationship not with the bank as a whole but with the specific branch thereof (we may refer to this specific branch as the “home branch” for ease of exposition). Therefore, the inclusion of “branch” in Sections 142(2)(a) and (b) places an additional condition for determining the place where the payee or drawer maintains the account. This additional condition is placed on the relationship between a person and his banker, in order to decide the question of jurisdiction and streamline the process of adjudication. In other words, for deciding jurisdiction, it is not sufficient to establish whether a person maintains an account in a particular bank. It is necessary to also ascertain the specific branch of the bank in which he maintains the account to completely and unambiguously decide the said question.

c. Conjoint reading of Section 142(2)(a) and the Explanation thereto

54. *It is limpid from the aforesaid discussion that the necessary corollary of including ‘branch’ as a factor that shapes the relationship between the payee/drawer and their bank, is that a complaint under Section 138 would be triable only by the court in whose local jurisdiction the branch of the bank where the payee/drawer maintain their account, is situated.*

55. *Before we explain the Section 142(2)(a), we deem it fit to briefly discuss Section 142(2)(b). In the case of account bearer cheques governed by*

Section 142(2)(b), the provision of jurisdiction by way of the Amendment Act, 2015 is partially reinforced by the position of law expounded in Dashrath Rupsingh (supra). Section 142(2)(b) confers jurisdiction on the court within whose local area the drawee bank is situated and upon presentation, the cheque comes to be dishonoured. It is, however, worth noting that since the introduction of 'payable at par' cheques, the encashment of cheques can happen at any branch of the drawee bank. It is not necessary that the branch which is honouring or dishonouring the cheque may be that particular branch in which the drawer maintains the account. Therefore, the technological advancements in the banking sector have made it so that the offence of dishonour of cheque can be committed at any branch of the drawee bank. In such a case, if the law as explained in Dashrath Rupsingh (supra) is applied strictly then the jurisdiction would be fixed at the branch of the drawee bank where the cheque was actually dishonoured. Such branch may not necessarily be the branch in which the drawer maintains an account. Having taken into account this possibility, we recognize that the Amendment Act, 2015 has worded Section 142(2)(b) in such a manner that even if a cheque is dishonoured elsewhere, the jurisdiction for trial of the complaint under Section 138 would lie with the court within whose local jurisdiction the branch of the drawee bank in which the drawer maintains the account, is situated.

56. The legislature has adopted a similar route under Section 142(2)(a) to determine jurisdiction in cases pertaining to the dishonour of account payee cheques. The distinction between

Section 142(2)(a) and (b) respectively is not only limited to the nature of the cheque sought to be encashed but also the stage at which jurisdictional ambiguity may arise, i.e., at the stage of delivery or presentment in the case of account payee cheque and account bearer cheque respectively. In the case of an account payee cheque, the jurisdictional uncertainty may arise in the first stage of delivery itself. As discussed in the aforesaid, “delivery” is continued by the payee to also include delivery of the cheque to the payee’s bank. In such a case, the act of making of the cheque is influenced by the payee allowing him to deliver the cheque for collection at any branch of the bank in which he maintains an account.

57. *If the aforesaid be so and the jurisdiction is to be decided on the basis of the place where the cheque was delivered to the bank of the payee, the same would lead to conferring unbridled power to the payee in deciding jurisdiction which may be misused for the purposes of forum shopping. We are cognizant of the fact that the dictum in Dashrath Rupsingh (supra) sought to minimize such abuse of law that arose from the wide ambit of jurisdiction specified in Bhaskaran (supra). While a bare perusal of the amended Section 142 and the Statement of Objects and Reasons of the Amendment Act, 2015 shows that the Parliament has made a departure from the offence-centric understanding of jurisdiction in Dashrath Rupsingh (supra), yet we find it difficult to accept that the legislature would relegate the position of law back to a situation that would facilitate its manipulation.*

58. *At this juncture, it is relevant to refer to the Explanation to Section 142(2)(a). A bare textual reading of the provision indicates that the Explanation creates a legal fiction that a cheque, when delivered for collection through an account, at ‘any branch’ of the bank in which the payee maintains the account, would be deemed to have been delivered to the particular branch of the bank in which the payee maintains his account, i.e., the home branch of the payee. Therefore, by way of Explanation, the legislature ensures convenience of transaction by recognizing that a payee may deliver a cheque at ‘any branch’ of his bank. However, in a situation where such cheque comes to be dishonoured, it would be deemed that the cheque was delivered at the home branch so as to empower the court, within whose local territorial jurisdiction the said branch falls, to try the complaint in this regard.”*

The Supreme Court has further clarified by giving an illustrative example for clarifying the aforesaid discussion. The said table is also reproduced hereunder.

<i>Payee’s Home Branch: DELHI</i>	<i>Drawer’s Home Branch: MUMBAI</i>
<i>Drawer issues the cheque in Ahmedabad.</i>	
<i>SECTION 142(2)(a)</i>	<i>SECTION 142(2)(b)</i>

<i>In case of an account payee cheque (governed by Section 142(2)(a)), Payee delivers the cheque for collection in branch of the payee's bank situated in CHENNAI.</i>	<i>In case of an account bearer cheque (governed by Section 142(2)(b)), Payee presents the cheque in branch of the drawee bank situated at BANGALORE.</i>
<i>Jurisdiction in case of account payee cheque, under Section 142(2)(a) is vested with the courts at DELHI.</i>	<i>Jurisdiction in case of account bearer cheque, under Section 142(2)(b) is vested with the courts at MUMBAI.</i>
<i>Reason: The legal fiction created in the Explanation to Section 142(2)(a) stipulates that jurisdiction would lie at the Home Branch of the Payee (DELHI) irrespective of where the cheque has been delivered by the Payee (in this case at Chennai).</i>	<i>Reason: The plain language of Section 142(2)(b) indicates that jurisdiction in cases of account bearer cheques would lie at the Home Branch of the Drawer (MUMBAI) irrespective of where the cheque has been presented by the Payee (in this case, at Bangalore).</i>

8. From the above, it leaves no manner of doubt that in the present case the jurisdiction lies at Mehboobnagar, however, the above cited judgment also takes care of those matters wherein the trial has virtually progressed and reached at the stage of recording evidence under Section 145[2] of the Act. It would also be useful to refer to the observations of the Supreme Court in the above cited judgment, more particularly paragraph nos.76(b) to 80, the same are as under :

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b. Whether a case of transfer of the complaint from the court of JMFC, Bhopal to MM, Kolkata is made out?

77. *The petitioner, who is the accused company in the complaint instituted by the respondent-complainant, has prayed for transfer of the complaint on the ground that the MM, Kolkata, before returning the complaint, had already reached the stage of recording of evidence under Section 145(2) of the Act, 1881.*

78. *It is apposite to note that Section 142A of the Act, 1881 provides for transfer of pending cases under Section 138, to the court having jurisdiction in terms of Section 142(2). We are aware that the jurisdiction to try the complaint in the instant case lied exclusively with the JMFC, Bhopal. If the matter had remained pending at the stage prior to the recording of evidence, there would have been no difficulty in accepting the deemed transfer of the complaint under Section 142A(1) to the court of JMFC, Bhopal from the court of MM, Kolkata. However, much water has floated under the bridge. We were informed that the court of MM, Kolkata returned the complaint when it had already reached the stage of recording of evidence under Section 145(2) of the Act, 1881. In such view of the matter, we are of the considered opinion that allowing the parties to contest the*

complaint afresh before the JMFC, Bhopal would amount to a procedural impropriety that may prove to be detrimental to the case of the accused.

79. In *Dashrath Rupsingh (supra)*, this Court, with a view to obviate and eradicate legal complications, had allowed the category of complaint cases in which proceedings had reached the stage of recording evidence under Section 145(2), to remain in the court where they were pending, despite such courts not being vested with jurisdiction in terms of the judgment. The relevant portion of the judgment is reproduced below:

“22. (...) To obviate and eradicate any legal complications, the category of complaint cases where proceedings have gone to the stage of Section 145(2) or beyond shall be deemed to have been transferred by us from the court ordinarily possessing territorial jurisdiction, as now clarified, to the court where it is presently pending.”

80. In light of the observations in *Dashrath Rupsingh (supra)* and to meet the ends of justice, we are of the view that the instant case be transferred to the jurisdiction of MM, Kolkata and the proceedings be resumed from the stage before the order of return of complaint dated 28.07.2016.”

9. Therefore, the Supreme Court has clarified that the cases

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which has reached the stage of recording evidence under Section 145[2] of the Act, those should be continued where they were filed. So far as the case in hand is concerned, admittedly it appears from the record that it is at the fag end, as the entire evidence is recorded, the petitioner has also filed a Pursis of closure of evidence. It further appears from the record that only stage which remains is of final arguments. In such circumstances, in my opinion, the trial Court ought not to have returned the case at its fag end, when the case is pending since 2020. Thus, in the peculiar facts and circumstances of the case, I am inclined to allow the present petition by quashing and setting aside the order impugned. Hence, the following order.

ORDER

- (i) Criminal Writ Petition is allowed and disposed of.
- (ii) The order dated 03.12.2025 passed below Exh.1 in S.C.C.No.620/2020 by the Additional Chief Judicial Magistrate, (Court No.4,) Akola, is hereby quashed and set aside.

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- (iii) The trial Court is directed to resume proceedings of the case from the stage prior to passing of the impugned order of returning the complaint.
- (iv) Rule is made absolute in aforesaid terms with no order as to costs.

JUDGE