



Crl.O.P.No.1590 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28.01.2026

CORAM:

THE HON'BLE MR. JUSTICE A.D.JAGADISH CHANDIRA

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M/s. GRM Constructions
Rep. by its Power Agent,
Mr.P.Ganesh Kumar (32 Years),
No.6/A, Salem Road,
Kalangani,
Namakkal - 637 014.

...Petitioner

Vs.

M/s. Ganga Associates
Rep.by its Proprietor,
Mr.S.Rajagopal,
S/o. Subramanian,
Having office at
No.143/40, Second Cross,
Ponnagar,
Tiruchirappalli - 620 001.

...Respondent

Criminal Original Petition filed under Section 528 of Bharatiya Nagarik Suraksha Sanhita/Section 482 Cr.P.C., to set aside the docket order dated 01.07.2025 passed by the learned Judicial Magistrate No.II at Namakkal and consequentially issue a direction to the learned Judicial Magistrate No.II,Namakkal to number and take cognizance of the case in STC.No. (Filing Number) 2954 of 2024 .

For Petitioner : Mr.A.Parthasarathy



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ORDER

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This Criminal Original Petition has been filed seeking to set aside the docket order dated 01.07.2025 passed by the learned Judicial Magistrate No.II, Namakkal, returning the criminal complaint on the point of lack of territorial jurisdiction and consequently to direct the learned Magistrate to number the complaint and take cognizance of the same in STC.No. (Filing Number) 2954 of 2024.

2. The case of the petitioner is that the respondent / accused issued a cheque for a sum of Rs.10,88,660/- bearing cheque No.000043, drawn on HDFC Bank, Kangeyam Road, Chennimalai, Erode. The said cheque was presented by the petitioner for collection on 22.01.2024 through Axis Bank, Gandhipuram Branch, Coimbatore. The cheque was returned on 23.01.2024. Thereafter, the petitioner filed a complaint before the Judicial Magistrate No.I, Namakkal on 21.03.2024. The learned Judicial Magistrate returned the complaint for want of territorial jurisdiction. Subsequently, the petitioner filed a memo and re-presented the complaint on 26.06.2025. Whereas, the learned Magistrate, vide docket order dated 01.07.2025 once again returned the complaint with the following endorsement:

“No Territorial Jurisdiction.

On the point of jurisdiction this petition to be file proper



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form.

Hence returned”

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Challenging the said docket order dated 01.07.2025, this petition has been filed.

3. The learned counsel appearing for the petitioner submitted that though the cheque was presented for collection through Axis Bank, Gandhipuram Branch, Coimbatore, the petitioner maintains his account with Axis Bank, Bothupatti Branch, Namakkal, which falls within the territorial jurisdiction of the Judicial Magistrate No.II, Namakkal. He would further submit that as per the mandate of Section 142(2)(a) of the Negotiable Instruments Act, 1881, the complainant being the payee, is entitled to file the complaint before the Court having jurisdiction over the place where the bank of the payee is situated. In such circumstances, when the bank of the petitioner is within the jurisdiction of the Judicial Magistrate No.II, Namakkal, he ought to have taken the complaint on file, whereas, he had erroneously returned the complaint.

4. Since the impugned order is only a return of the complaint, no notice to the respondent is required.



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5. Heard learned counsel on either side and perused the materials available on record.

6. It is the case of the petitioner that though the cheque in question was presented for collection through Axis Bank, Gandhipuram Branch, Coimbatore, the petitioner maintains his bank account with Bothupatti Branch, Namakkal, within the territorial jurisdiction of the learned Judicial Magistrate No.II, Namakkal. In this regard, reliance is placed on the judgment of the Apex Court in ***Prakash Chimanlal Sheth Vs. Jagruti Keyur Rajpopat*** reported in ***2025 SCC Online 1511***, the relevant portion of which reads as under:

“6.The respondent filed a counter-affidavit along with details of her own account with Kotak Mahindra Bank. Her account statement dated 25.11.2024 reflects the account number of the appellant as 0412108431. The appellant placed on record the letter issued by the Kotak Mahindra Bank, Bendurwell, Mangalore Branch, certifying that his account number is that Branch is 0412108431. The learned counsel for the respondent fairly states that the appellant earlier maintained his bank account with the Opera House Branch of the Kotak Mahindra Bank at Mumbai but, thereafter, he got it transferred to the Bendurwell, Mangalore Branch.



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Therefore, as matters stand, it is not in dispute that the appellant maintains his bank account with the Bendurwell, Mangalore Branch, of the Kotak Mahindra Bank and merely deposited the respondent's cheques at its Mumbai Branch for the purpose of crediting his account in Mangalore.

7.As regards territorial jurisdiction for instituting a complaint in relation to dishonor of a cheque, Section 142(2)(a) of the N.I.Act makes it clear that an offence under Section 138 thereof should be inquired into and tried only by a Court within whose local jurisdiction, if the cheque is delivered for collection through an account, the branch of the bank where the payee maintains the account is situated. This provision, as it stands after its amendment in 2015, was considered in **Bridgestone India Private Limited V. Inderpa Singh** and this Court affirmed that Section 142(2)(a) of the N.I.Act vests jurisdiction apropos an offence under Section 138 thereof in the Court where the cheque is delivered for collection, that is, through an account in the Branch of the Bank where the payee maintains that account.

8.Therefore, once it is established that, at the time of presentation of the cheques in question, the appellant maintained his account with the Kotak Mahindra Bank at its Bendurwell, Mangalore Branch, he was fully justified in filing his complaint cases before the jurisdiction Court at Mangalore. The understanding to the contrary of the learned Magistrate at Mangalore was erroneous and



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completely opposed to the clear mandate of Section 142(2) (a) of the N.I.Act. The High Court proceeded to confirm the erroneous order passed by the learned Magistrate under the wrong impression that the appellant maintained his bank account at the Opera House Branch of the Kotak Mahindra Branch at Mumbai.”

(emphasis supplied)

Though the petitioner claims that he maintains his account with Axis Bank, Bothupatti Branch, no proof regarding the same has been produced before this Court. In view of the same, if the petitioner re-presents the complaint along with proof of maintaining the account with Bothupatti Branch, the learned Magistrate shall take the complaint on file and proceed in accordance with law.

7. With the above direction, this Criminal Original Petition is disposed of.

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Neutral Citation: Yes/No

To

The Judicial Magistrate No.II, Namakkal.

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A.D.JAGADISH CHANDIRA, J.

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