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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

CRIMINAL APPLICATION (STAMP) NO.3192 OF 2020

Venugopal N. Dhoot

...Applicant

Versus

State of Maharashtra and Anr.

...Respondents

Mr. Aabad H. Ponda, Senior Advocate i/b Mr. Akash Menon, for the Applicant.

Ms. S. V. Sonawane, A.P.P for the Respondent No.1 – State.

CORAM : REVATI MOHITE DERE, J.

DATE : 26th OCTOBER, 2020

(THROUGH VIDEO CONFERENCING)

P.C. :

1. Heard learned senior counsel for the applicant.
2. By this application, the applicant has impugned the order dated 24th February, 2020, passed by the learned Metropolitan Magistrate, 33rd Court, Ballard Pier, Mumbai, in C.C. No.11994/SS of 2018, by which the learned Magistrate directed the applicant to deposit 20% of the cheque amount by way of interim compensation proportionately, within 60 days from the date of the order.

3. Learned senior counsel for the applicant submits that the applicant is not the drawer of the cheque, although he has signed the cheque in question. He submits that the applicant had signed the cheque in question as an authorized signatory of the Company and that there is a difference between an authorized signatory and a drawer. Learned Senior Counsel placed reliance on Section 143-A of the Negotiable Instruments Act, wherein there is a reference to a drawer of a cheque requiring to pay interim compensation to the complainant. Learned Senior Counsel also relied on the Judgments of the Apex Court in the case of ***N. Harihara Krishnan v/s J. Thomas¹, and Aneeta Hada v/s Godfather Travels and Tours Private Limited²***, in support of his submission. He submits that it is not the applicant but the Company, who would be required to pay any amount, if so directed by the trial Court. He submits that the Company is presently before the Interim Resolution Professional (“IRP”) and that the IRP would be representing the Company before the trial Court. He further submits that even the stage for passing the impugned order had not come, inasmuch as, the applicant has not pleaded guilty to the accusation made in the complaint. He relied on clause - (a) of Section 143-A (1) of the Negotiable Instruments Act, in support of his submission.

1 (2018) 13 SCC 663

2 (2012) 5 SCC 661

4. Issue notice to the respondents, returnable on 4th December, 2020. Learned APP waives notice on behalf of the Respondent No.1– State. Learned Counsel for the applicant to serve the Respondent No.2, by private notice and file affidavit of service before the next date.

5. In the meantime, till the next date, the impugned order dated 24th February, 2020, passed by the learned Metropolitan Magistrate, 33rd Court, Ballard Pier, Mumbai, in C.C. No.11994/SS of 2018, is stayed.

6. All concerned to act on the copy of this order, digitally signed by the Private Secretary of this Court.



LEQALE
BY THE PEOPLE. FOR THE PEOPLE. OF THE PEOPLE

REVATI MOHITE DERE, J.