



NIA S. 138 - Jurisdiction - Court at the place where the payee maintains his account and where the cheque was intimated to have been dishonored would have jurisdiction u/s 138.

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Held In view of section 142 (2)(a), inserted by Negotiable Instruments (Amendment) Second Ordinance, 2015, the court at the place where the payee maintains his account and where the cheque was intimated to have been dishonored would have [jurisdiction](#) u/s 138.

Facts of the case: A cheque No.1950, drawn on the Union Bank of India, Chandigarh, was issued by Inderpal Singh to the appellant M/s Bridgestone India Pvt. Ltd. The cheque was in the sum of Rs.26,958/,. The appellant M/s Bridgestone India Pvt. Ltd. presented the above cheque at the IDBI Bank in Indore. The appellant received intimation of its being dishonored on account of —exceeds arrangement|| on 04.08.2006 at Indore. Proceedings were initiated by the appellant in the Court of the Judicial Magistrate, First Class, Indore, under [Section 138](#) of the Negotiable Instruments Act, 1881. The accusedrespondentInderpal Singh, preferred an application before the Judicial Magistrate, First Class contesting the territorial jurisdiction with respect to the above cheque drawn on the Union Bank of India, Chandigarh. The Judicial Magistrate, First Class, Indore held that he had the territorial jurisdiction to adjudicate upon the controversy raised by the appellant M/s Bridgestone India Pvt.Ltd. under Section 138 of the Negotiable Instruments Act, 1881. The High Court accepted the prayer made by the accusedrespondent Inderpal Singh by holding, that the jurisdiction lay only before the Court wherein the original drawee bank was located, namely, at Chandigarh, wherefrom the accused-respondent had issued the concerned cheque bearing No.1950, drawn on the Union Bank of India, Chandigarh.

Bridgestone India Pvt.Ltd. Vs Inderpal Singh, 24 Nov 2015, [2016 2 SCC 75](#).

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