

**Section 143A of the Act was inserted in the statute book with effect from 01.09.2018.**

The question that arises therefore is whether Section 143A of the Act is retrospective in operation and can be invoked in cases where the offences punishable under [Section 138](#) of the Act were committed much prior to the introduction of Section 143A. We are concerned in the present case only with the issue regarding applicability of said Section 143A to offences under Section 138 of the Act, committed before the insertion of said Section 143. ?

(1) Applicability of Section 143A of Negotiable Instruments Act, 1881 must be **held to be prospective in nature** and confined to cases where offences were committed after introduction of Section 143A. (2) Section 143A of Negotiable Instruments Act, 1881 not only creates a new disability or an obligation but also exposes the accused to coercive methods of recovery of such interim compensation through machinery of State as if interim compensation represented arrears of land revenue.

**Para 22.** In our view, the applicability of Section 143A of the Act must, therefore, be held to be prospective in nature and confined to cases where offences were committed after the introduction of Section 143A, in order to force an accused to pay such interim compensation.

**Para 24.** In the ultimate analysis, **we hold Section 143A to be prospective in operation and that the provisions of said Section 143A can be applied or invoked only in cases where the offence under Section 138 of the Act was committed after the introduction of said Section 143A in the statute book.** Consequently, the orders passed by the Trial Court as well as the High Court are required to be set aside. The money deposited by the Appellant, pursuant to the interim direction passed by this Court, shall be returned to the Appellant along with interest accrued thereon within two weeks from the date of this order.

[2019 PLRonline 3014](#)