

1. Prima facie, it appears that the Court cannot struck-off the defence on account of non-payment of 20% of the interim compensation amount at the time of recording of plea
- . 2. Looking to the provisions contained under Section 143A of the Negotiable Instruments Act, it cannot be applied to the pending cases as per the decision of the Hon'ble Punjab and Haryana High Court at Chandigarh rendered in the case of M/s.Ginni Garments and another V/s. M/s.Sethi Garments passed in CRR No.9872,2018 (O&M) on 04.04.2019.
3. Apart from it, if any order is passed under Section 143A of the Negotiable Instruments Act, in that event, the complainant can recover such amount as provided under Section 421 of the Code of Criminal Procedure. Therefore, present petition deserves consideration. 4. Meanwhile, the learned trial Judge is at liberty to proceed with hearing of Criminal Case No.5381 of 2019 (Old No.218 of 2015 and C.C. No.1422 of 2016) without insisting payment of 20% of the amount of cheque in question. Direct service today is permitted.

Smart Options Services Vs State Of Gujarat On 26 June, 2019 Special Criminal Application No. 6791 Of 2019,

M/s.Ginni Garments and another V/s. M/s.Sethi Garments passed in CRR No.9872,2018 (O&M) on 04.04.2019.