

SUPREME COURT OF INDIA

United Credit Ltd.

Vs.

Agro Sales India

(G.B. Pattanaik and U.C. Banerjee JJ.)

03.04.2000

ORDER

1. Leave granted.

2. The complainant is the appellant before us. A complaint having been filed Under Section 138 of the Negotiable Instrument Act. The Magistrate dismissed the complaint holding the notice itself to be invalid as the notice contained not only the amount covered by the cheque but also some other amount towards interest and costs. The complainant moved the High Court by filing a revision petition and the High Court having dismissed the same, the complainant is before us.

3. The question for our consideration, therefore, is whether the impugned notice can be held to be invalid merely because the notice contained some amount towards interest and cost separately after indicating the amount covered by the cheque which stood bounced. This question has already been answered by this Court in the case of Suman Sethi v. Ajay Kr. Churiwal and Anr. .

4. Mr. Ganguli, learned senior Counsel appearing for the accused contended that the aforesaid judgment requires reconsideration in view of the strict compliance of the provisions of Section 138 of the Negotiable Instruments Act.

5. Having examined the notice that was given in the present case and the provisions of the Act as well as the law laid down by this Court, we see no force in the aforesaid contention and, therefore, in our view the Magistrate was wholly in error to hold that the notice itself is invalid. We, therefore, set aside the impugned order of the High Court and that of the Magistrate and direct the Magistrate to conclude the proceedings in accordance with law, as expeditiously as possible.

6. This appeal stands allowed accordingly.