Notice Requirement Under NI Act

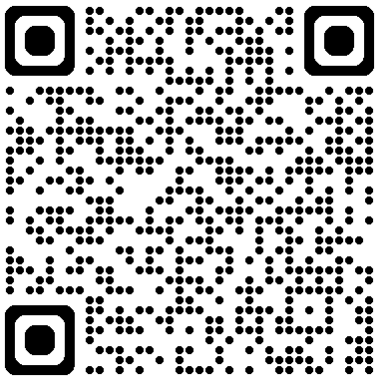
Case Name: Shri. Shivnath Suryoba Gaonkar v. Bicholim Marchant Urban Co- Operative Credit Society Pvt. Ltd.

Citation: 2024:BHC-GOA:1693

Act: Negotiable Instruments Act, 1881

Case Brief & MCQs on this case is available in the eBook:

"Bombay High Court Cases in October 2024"



Disclaimer: This document contains the Court opinion. It is provided on an "as is" basis, for educational & informational purposes only.

inita

IN THE HIGH COURT OF BOMBAY AT GOA

CRIMINAL REVISION APPLICATION NO. 676 OF 2024-FILING

Shri. Shivnath Suryoba Gaonkar, Age 48 years, S/o Suryoba Gaonkar, Indian National, R/o H. No. 79, Near Govt. Primary School, Velguem, Sattari, Goa. Presently in Colvale Jail Represented by his Son Mr. Devraj Shivnath Gaonkar R/o H. No. 79, Near Govt. Primary School, Velguem, Sattari, Goa. ….. Petitioners.

Versus

1. The Bicholim Marchant Urban Co-operative Credit Society Pvt. Ltd. Represented by its authorized Representative, Mr. Mukund Kashinath Naik, Age 52 years, Having branch at Bicholim, Goa.

2. State of Goa,
Through Public Prosecutor, High Court, Porvorim, Goa ..... Respondents.

Mr Shailesh Redkar and Ms Namrata Gaonkar, Advocate for the applicant.
Ms Manjeeta Manerkar and Ms Akshaya Nandokar, Advocate for the respondent no.1.
Mr G. Nagvekar, Addl. Public Prosecutor for respondent no.2.

CORAM: **BHARAT P. DESHPANDE, J**

Dated : **1st October 2024.**

ORAL JUDGMENT:

1. Heard S. Redkar, learned counsel for the applicant and Ms M. Manerkar, learned counsel for the respondent.

2. Admit.

3. Matter is taken up for final disposal at the admission stage itself with the consent of the learned counsel for the parties as issue involved is only limited as to whether notice as contemplated under Section 138(1)(b) of the Negotiable Instruments Act was sent within 30 days from the date of knowledge of bounding of the cheque.

4. For the purpose of deciding such issue, necessary documents are placed on record along with deposition of PW1 and therefore Records and proceedings are not called.

5. Mr Redkar would submit that the issue regarding notice forwarded beyond 30 days was raised before the trial Court, however, it was brushed aside by ignoring admission of PW1 and such findings are perverse to the record.

6. Mr Redkar submit that in an appeal filed before the Sessions Court, a specific argument was raised that the notice of demand was sent on the 31st day and thus there is non compliance of basic ingredients of Section 138 of the Negotiable Instruments Act, however, learned Sessions Court again wrongly calculated the period and found/observed that the demand notice was issued exactly on the last date i.e. 9.11.2020.

7. Mr Redkar would submit that 9.11.2020 is in fact 31st day from the date of receipt of memo from the bank.

8. Mr Redkar would further submit that provisions of General Clauses Act and Section 10 specifically would not be helpful to the respondent/complainant since notice which is required to be issued under Section 138 of the Negotiable Instruments Act is not necessarily required to be forwarded through post. Such notice could be by any other mode including sending it through courier, by hand delivery, by email etc.

9. Mr Redkar would further submits that the period of 30 days as provided under 138(1)(b) cannot be extended under the limitation Act as it is mandatory requirement and thus even such period cannot be extended under the General Clauses Act.

10. In this respect Mr Redkar placed reliance on the following decisions:-

1. ***M. G. Mohamed Javid Vs Nayeem Hannan[1]***
2. ***Kamldesh Kumar Vs State of Bihar and another[2]***
3. ***Munoth Investments Ltd Vs Puttukola Properities Ltd and another[3]***
4. ***K. Bhaskaran Vs Sankaran Vaidhyan Balan and another[4]***

11. Mr Redkar while pointing out an admission on the part of the PW1 that demand notice was actually posted on 9.11.2020 though notice is dated 6.11.2020. Thus according to him, sending of the

1 2021 SCC Online Mad 5223.

2 (2014) 2 SCC 424

3 (2001) 6 SCC 582

4 (1999) 7 SCC 510

demand notice is clearly beyond 30 days and therefore the complaint itself is not tenable.

12. Per contra learned counsel for respondent no.1 would submit that since 8.11.2020 was a Sunday complainant is entitled to take recourse to Section 10 of the General Clauses Act which provides that act as provided under the limitation would be performed on the next working day if last date is public holiday. According to her, notice was sent by registered post acknowledgment to the applicant/accused on 9.11.2020 and therefore it has to be presumed that it was forwarded within 30 days since 8.11.2020 was Sunday. In this regard she placed reliance on the following decisions.

1. ***M/s Rayapati Power Generation Pvt Ltd and another VS Indian Renewable Engery Agency Ltd (IREDA)***[5]
2. ***Sridevi Datla Vs Union of India and others.***[6]
3. ***Mypreferred Transformation and Hospitality Pvt. Ltd and anr. Vs Faridabad Implements Pvt. Ltd.***[7]

13. Rival contentions fall for determination.

14. In the case of *K. Bhaskaran* (supra), the Apex Court has discussed in detail on the sending of notice to the drawer of a bounce cheque. While dealing with this aspect, the Apex Court has observed that provisions of Section 138 of the Negotiable Instruments Act and

---

5 CRL.M.C. 2445/2021 of Delhi High Court dated 31.1.2022

6 (2021) 5 SCC 321

7 FAO(OS) (COMM) No. 67/2023.

more specifically offence under it can be considered as completed only on the conditions of number of acts such as (1) Drawing of the cheque, (2) Presentation of the cheque to the bank, (3) Returning the cheque unpaid by the drawee bank, (4) Giving notice in writing to the drawer of the cheque demanding payment of the cheque amount, (5) failure of the drawer to make payment within 15 days of the receipt of the notice.

15. Thus it is clear that there are combined conditions which has to be complied with for constituting an offence under Section 138 of the Negotiable Instruments Act, out of which giving/sending notice in writing to the drawer within a period of 30 days from the date of receipt of intimation from the bank, is one of the important condition.

16. Offence is complete if all these five conditions are fulfilled. Even if there is violation of one of the conditions or non compliance of it, it cannot be said that offence stands completed for the purpose of lodging the complaint under Section 138 of the Negotiable Instruments Act.

17. The Apex Court further observed that conditions pertaining to the notice to be given to the drawer have been formulated and incorporated in clauses (b) and (c) of the proviso. Thus, it is mandatory on the part of the payee that he has to make a demand of the amount mentioned in the cheque by giving notice in writing

within a period of 30 days from the date of receipt of the intimation of the dishonour of the cheque. Even after issuing such a notice, offence is not complete. It is only on failure of the drawer of the cheque to comply with the notice within 15 days, offence stands completed for filing of the complaint.

18. Further Apex Court in the case of *Bhaskaran* (supra) discussed the aspect of giving of notice as found in paragraph 21 which reads thus:-

> *"21 In Maxwell's 'Interpretation of Statues' the learned author has emphasized that "provisions relating to giving of notice often receive liberal interpretation." (vide page 99 of the 12th edn.) The context envisaged in Section 138 of the Act invites a liberal interpretation for the person who has the statutory obligation to give notice because he is presumed to be the loser in the transaction and it is for his interest the very provision is made by the legislature. The words in clause (b) of the proviso to Section 138 of the Act show that payee has the statutory obligation to "make a demand' by giving notice. The thrust in the clause is on the need to "make a demand". It is only the mode for making such demand which the legislature has prescribed. A payee can send the notice for doing his part for giving the notice. Once it is dispatched his part is over and the next depends on what the*

sendee does."

19. Clause (b) and (c) of the Proviso to Section 138 are very much relevant to decide the issues raised in the present revision, which reads thus:-

> *"(b) The payee or the holder in due course of the cheque, as the case may be, makes a demand for the payment of the said amount of money by giving a notice in writing, to the drawer of the cheque, within fifteen days of the receipt of information by him from the bank regarding the return of the cheque as unpaid; and*
>
> *(c) the drawer of such cheque fails to make the payment of the said amount of money to the payee or as the case may be, to the holder in due course of the cheque within fifteen days of the receipt of the said notice."*

20. It therefore provides that "giving notice in writing" within a period of 30 days to the drawer of the cheque making a demand is the main ingredient which is required to be looked into in the present matter. Thus, it is a statutory obligation to make a demand in writing within 30 days.

21. It is no doubt true that demand notice was forwarded to the applicant/accused by registered post acknowledgment. However, it

was actually posted on 9.11.2020, which admittedly was the 31st day from the date of receipt of the intimation from the bank.

22. It is admitted in the complaint as well as in demand notice that the complainant presented the cheque issued by the applicant for encashment. However, it was returned unpaid for the reasons "Funds insufficient" and said fact of dishonour to the cheque was intimated to the complainant on 9.10.2020. This averment is found in paragraph 7 of the complaint.

23. Counting of 30 days otherwise from 10.10.2020 as the date of receipt of intimation has to be excluded. Accordingly, remaining days in the month of October from 10.10.2020 were 22 days. Period of 30 days thus expired on 8.11.2020.

24. Complaint filed before the Magistrate would go to show that and more specifically in paragraph 8 that a legal notice through Advocate dated 6.11.2020 was sent by registered post to the accused, it was received by the accused on 9.11.2020.

25. Copy of the demand notice produced before the learned Magistrate also shows the date as 6.11.2020. Examination in chief/verification of PW1/Complainant would go to show that the notice was sent on 6.11.2020. However, during cross examination of PW1, it has been admitted by him that a demand notice was posted for delivery on 9.11.2020. He denied the suggestion that demand notice was sent beyond the period of limitation as provided under

Section 138 of the Negotiable Instruments Act. Thus the entire case of the complainant is basically found in the evidence of PW1 that the demand notice is sent only on 6.11.2020 and therefore such demand notice was within 30 days from the receipt of the memorandum from the bank dated 9.10.2020. However, during the cross examination it has been admitted by PW2 that notice was posted for delivery on 9.11.2020. The fact remains that clause (b) of proviso to Section 138 of the NIA mandates that demand for payment of such amount of the money should be by giving notice in writing within 30 days. It's a statutory obligation.

26. The word "giving a notice in writing" has to be within 30 days from the date of receipt of information or return memo from the bank. Thus whatever is the date mentioned on the notice, cannot be counted for the purpose of calculating the period of 30 days. The words "giving a notice" must be attributed to the act of actually sending notice by particular mode. The said provisions nowhere mandates that such notice must be sent by registered post AD acknowledgment dues. It only mentions that a written notice demanding payment of the amount shall be given to the drawer of the cheque. Thus the entire act of giving notice must be complied with within a period of 30 days from the date of receipt of return memo from the bank as a statutory obligation.

27. In the present matter though the date on the notice is shown as 6.11.2020, admittedly, it was not given or sent on 6.11.2020 but was posted only on 9.11.2020 which is 31st day from the date of receipt of return memo from the bank. Thus, it is clear from the record that giving notice in writing is not statutorily complied with as provided under clause (b) but it was beyond 30 days.

28. With these calculations and the fact that there is non compliance of proviso (b) to the Section 138 of the NI Act the complaint itself was not tenable.

29. However, learned counsel for the respondent no.1 would submits that 8.11.2020 was a Sunday and therefore Section 10 of General Clauses Act would come to the rescue of the complainant and notice issued on 9.11.2020 by post would have to be considered as given within 30 days.

30. Section 10 of the General Clauses Act reads thus:-

> *"10. Computation of time.—(1) Where, by any [Central Act] or Regulation made after the commencement of this Act, any act or proceeding is directed or allowed to be done or taken in any Court or office on a certain day or within a prescribed period, then, if the Court or office is closed on that day or the last day of the prescribed period, the act or proceeding shall be considered as done or taken in due time if it is done or taken on the next day afterwards on which the Court or office is open:*
> *Provided that nothing in this section shall apply to*

any act or proceeding to which the Indian Limitation Act, 1877, applies.
(2) This section applies also to all [Central Acts] and Regulations made on or after the fourteenth day of January, 1887."

31. Per contra Mr Redkar would submit that in order to comply such provision, complainant is bound to plead and prove that he is entitled for such exemption and since the complaint as well as evidence of PW1 is clearly silent on it, complainant cannot be allowed to take recourse to provisions of Section 10 of the General Clauses Act, now in this Revision.

32. In response Mr Redkar while placing reliance in the case of ***M. G. Mohamed Javid*** (supra) would submit that in similar circumstances Madras High Court rejected the contention that there is no evidence to that effect produced on record.

33. In that case, there was clear admission on the part of complainant that he received intimation from the bank regarding bouncing of the cheque on 13.12.2014. However, notice was issued on 13.1.2015 i.e. on the 31st day. A ground was taken that on 14.12.2014 and 15.12.2014 were bank holidays and that entries in the passbook regarding returning of the cheque was reflecting only on 15.12.2014. The contention that 14.12.2014 was bank holiday was negated by

Court saying that circular for second and fourth Saturday or public holidays for the bank were issued somewhere in September 2014.

34. In the case of ***Kamlesh Kumar***, (supra), the Apex Court considered the aspect of issuance of notice within a period of 30 days and found that such notice was on 31st of the day from the receipt of cheque return memo, observed that it was beyond the period mentioned in clause (b) of the proviso to Section 138 of the NIA Act.

35. Paragraphs 13 and 14 are important which are quoted below for reference.

> *13 The crucial question is as to on which date the complainant received the information about the dishonour of the cheque? As per the appellant, the respondent complainant received the information about the dishonour of the cheque on 10-11-2008. However, the respondent complainant has disputed the same. However, we would like to add that at the time of arguments the aforesaid submission of the appellant was not refuted. After the judgment was reserved, the complainant has filed an affidavit alleging therein that he received the bank memo of the bouncing of the cheque on 17-11-2008 and therefore, the legal notice sent on 17-12-2008 is within the period of 30 days from the date of information.*
>
> *14 Normally, we would have called upon the parties to prove their respective versions before the trial court by leading their evidence. However, in the present case, as rightly pointed out by the learned Senior Counsel for the appellant, the complainant has accepted in the complaint itself that he had gone to the Bank for encashment of cheque on 10-11-2008 and the cheque was not honoured due to insufficiency of funds, thereby admitting that he came to know about the dishonour of the cheque on 10-11-2008 itself. It is for this reason that the appellant has filed a reply-affidavit stating that this is an afterthought plea as no material has*

been filed before the court below to show that the Bank had issued a memo about the return of the cheque which was received by the complainant on 17-11-2008. The specific averment made in the complaint in this behalf is as under:
"Subsequently the complainant again went to encash the cheque given by the accused on 10-11-2008 which again bounced due to unavailability of balance in the accused's account."
It is, thus, clear from the aforesaid averment made by the complainant himself that he had gone to the Bank for encashing the cheque on 10-11-2008 and found that because of unavailability of sufficient balance in the account, the cheque was bounced. Therefore, it becomes obvious that he had come to know about the same on 10-11-2008 itself. In view of this admission in the complaint about the information having been received by the complainant about the bouncing of the cheque on 10-11-2008 itself, no further enquiry is needed on this aspect.

36. In the case of ***Munoth Investments Ltd*** (supra) the Apex Court while discussing the aspect of giving notice observed in paragraph 5 as under:-

"5. In our view, the High Court committed material irregularity in not referring to the aforesaid evidence which was recorded by the Metropolitan Magistrate. Section 138(b) of the Act inter alia provides that the payee has to make demand for the payment of money by giving a notice "to the drawer of the cheque, within fifteen days of the receipt of information by him from the bank regarding the return of the cheque as unpaid". So fifteen days are to be counted from the receipt of information regarding the return of

the cheque as unpaid. In the present case, it is the say of the complainant that the cheque was presented for encashment on 12th; it was returned to the Bank on 13th and information was given to the complainant only on 17th, as 14th, 15th and 16th were Pongal holidays. The learned counsel fairly pointed out that in the complaint it has been stated that the complainant had received intimation with regard to the return of the said cheque from his banker on 13-1-1994. However, he submitted that this is an apparent mistake and for explaining that mistake the appellant has led the evidence before the trial court. Undisputedly, he pointed out that in the State of Tamil Nadu, 14-1-1994 to 16-1-1994 there were Pongal holidays and, therefore, the appellant came to learn about the dishonour of his cheque on 17-1-1994."

37. In the case of ***Sridevi Datla*** (supra), the Apex Court while discussing in connection with the matter/appeal filed before NGT discussed the applicability of the General Clauses Act in paragraphs 18 to 21 which read as under:-

"18. There can be no dispute that the period of limitation set out in a special law, which provides for remedies and appeals, has to be construed in its terms and without reference to the Limitation Act, if it contains specific provisions delineating the time or period within

which applications or appeals can be preferred, and confines the consideration of applications for condoning the delay to a specific number of days. Undoubtedly, in such cases, the Limitation Act would be inapplicable. [That provision is as follows:"29. Savings.—(1) Nothing in this Act shall affect Section 25 of the Indian Contract Act, 1872 (9 of 1872).(2) Where any special or local law prescribes for any suit, appeal or application a period of limitation different from the period prescribed by the Schedule, the provisions of Section 3 shall apply as if such period were the period prescribed by the Schedule and for the purpose of determining any period of limitation prescribed for any suit, appeal or application by any special or local law, the provisions contained in Sections 4 to 24 (inclusive) shall apply only insofar as, and to the extent to which, they are not expressly excluded by such special or local law."] There are several previous judgments of this Court holding that where periods of limitation are prescribed under special laws, appeals that exceed the period granted and are within the extended period of limitation in the special law, can be entertained at the discretion of the tribunal, or court concerned and the Limitation Act would not apply upon expiry of such extended period. [Kaushalya Rani v. Gopal Singh, (1964) 4 SCR 982 : AIR 1964 SC 260 : (1964) 1 Cri LJ 152; CCE v. Hongo (India) (P) Ltd., (2009) 5 SCC 791;

Union of India v. Popular Construction Co., (2001) 8 SCC 470; Patel Bros. v. State of Assam, (2017) 2 SCC 350 : (2017) 1 SCC (Civ) 658] This Court holds that there is merit in the contention of the Union that the provisions of the Limitation Act are inapplicable. This is, however, not dispositive of the issue; the next question is whether there is merit in the appellant's argument that NGT should have considered the issue of whether the appeal was filed within the extended period prescribed under the proviso to Section 16 i.e. within sixty days after the expiration of the initial 30 day period, required in the main provision.

19. *The appellant argues that since there is no indication to the contrary; the appeal is to be considered as having been filed within the extended period of 60 days, since the last (of the 60 days) was a Sunday (12-7-2020). The appellant relied on Section 10 of the General Clauses Act, for this purpose. The respondents, notably the Union, opposed this argument.*

20. *Section 10 of the General Clauses Act, 1897 ["10. Computation of time.—(1) Where, by any Central Act or Regulation made after the commencement of this Act, any act or proceeding is directed or allowed to be done or taken in any Court or office on a certain day or within a prescribed period, then, if the Court or office is closed on that day or the last day of the prescribed period,*

the act or proceeding shall be considered as done or taken in due time if it is done or taken on the next day afterwards on which the Court or office is open: Provided that nothing in this section shall apply to any act or proceeding to which the Indian Limitation Act, 1877, applies.(2) This section applies also to all Central Acts and Regulations made on or after the fourteenth day of January, 1887."] stipulates that when the last date for doing something falls on a public holiday, the act "shall be considered as done".. if it "is done or taken on the next day afterwards on which the Court or office is open". This provision applies to all Central Acts enacted after the said Act was brought into force. The scope of this provision was considered by this Court in Harinder Singh v. S. Karnail Singh [Harinder Singh v. S. Karnail Singh, 1957 SCR 208 : AIR 1957 SC 271] by a four-Judge Bench, which explained the object of Section 10 and held as under : (AIR p. 273, para 5)

"5. ... Where, therefore, a period is prescribed for the performance of an act in a court or office, and that period expires on a holiday, then according to the section the act should be considered to have been done within that period, if it is done on the next day on which the court or office is open. For that section to apply, therefore, all that is requisite is that there should be a period prescribed, and that period should expire on a holiday."

> *21 Other decisions [Manohar Joshi v. Nitin Bhaurao Patil, (1996) 1 SCC 169; Mohd. Ayub v. State of U.P., (2009) 17 SCC 70 : (2011) 1 SCC (L&S) 580] have followed the same reasoning. It is also noticeable that there is no indication in the NGT Act that Section 10 of the General Clauses Act cannot be applied. It is, therefore, held that the provision applies proprio vigore to all appeals filed under the NGT Act."*

38. In the case of ***Mypreferred Transformation and Hospitality Pvt. Ltd*** (supra) Delhi High Court discussed the period of limitation with regard to an appeal filed under Section 37 of the Arbitration and Conciliation Act in which provisions of General Clauses Act were taken into account.

39. Present matter is admittedly an action with regards to breach of making payment which is triable as an offence by a Magistrate. Though it is considered as quasi criminal proceeding, however, consequences of it could be imprisonment as well as payment of fine which could be double the amount of the cheque. Thus, while interpreting the provisions of Section 138 of the NIA , settled propositions dealing with criminal jurisprudence will have to be taken into account.

40. Clauses (b) and (c) of proviso to Section 138 of NIA is clearly mandatory for the purpose of instituting a complaint under Section

138 of the NI Act. Any condition if not fulfilled, would clearly bar a complainant from lodging such proceedings. Thus, clause (b) mandates a demand notice in writing must be given within a period of 30 days from the date of receipt of the intimation from the bank. Such a period of 30 days itself cannot be extended or condoned by considering the limitation Act.

41. Similarly, the method by which demand notice in writing to be forwarded is not disclosed under the Act. The only condition is that there must be a demand for the money mentioned in the cheque in writing. Thus, such demand in writing could be communicated to the drawer of the cheque even by hand delivery by taking acknowledgment, sending it by email or by courier service or by any other mode. Thus, it is not necessary that such notice must be dispatched by the post department under acknowledgment. It is no doubt true that in the present matter notice was forwarded through the post department on the 31st day.

42. For the purpose of claiming benefit of Section 10 of the General Clauses Act, first of all the complainant has to disclose it in its complaint and then prove it by leading evidence. Admittedly, the complaint is clearly silent as to when notice was actually dispatched. Even the verification of the complainant would go to show that notice was sent on 6.11.2020 which is found in paragraph 9 of the statement of the complainant recorded under Section 200 of Cr.P.C.

43. Copy of the notice placed along with the complaint also shows the date as 6.11.2020. Thus, this is basically the contention of the complainant that demand notice was sent on 6.11.2020 and thus, it was within time. However, only during the cross examination, it was pointed out and more specifically admitted by PW1 that the demand notice was posted on 9.11.2020. It means that though demand notice show the date as 6.11.2020, it was not dispatched on that date. Thus the word "Giving Notice" as found in clause (b) to proviso to section 138 of the Act was not performed on 6.11.2020. The words "giving notice" would actually mean that it has to be interpreted as forwarding and disbursing the notice to the address of the drawer.

44. Record clearly goes to show that notice was in fact dispatched on 9.11.2020 whereas the period of 30 days was over on 8.11.2020.

45. Contention now raised on behalf of the respondent/ complainant that 8.11.2020 was a Sunday and therefore notice was dispatched on 9.11.2020, is not borne out of the record. Complaint, verification of the complainant as well as affidavit of PW1 would clearly go to show that notice was sent on 6.11.2020. Thus it is consistent case of the complainant that the notice was sent on 6.11.2020, which in fact was not, as admitted by PW1 during cross examination.

46. When the period of 30 days as provided under clause (b) of proviso to Section 138 cannot be extended, complainant cannot take

advantage of Section 10 of the General Clauses Act since it is not mandatory that the notice must be forwarded through postal department and that too by registered post with acknowledgment due.

47. Thus, the observation of the learned Magistrate and that of the First Appellate Court with regard to notice dispatched within 30 days is clearly perverse.

48. Complainant failed to explain as to how notice is within 30 days, when it was admitted during cross examination that notice was posted on 9.11.2020. It was clearly open and available to the complainant to re-examine himself and clarify this aspect. However, since there are no specific averments in the complaint, it is clear from the record that demand notice was dispatched beyond 30 days and therefore, the complaint filed before the concerned Magistrate was not tenable as statutory obligation stands violated.

49. Having said so, impugned orders passed by both the Courts below are required to be quashed and set aside.

50. For all the above reasons, revision stands allowed.

51. The impugned orders passed by the Magistrate and thereafter confirmed by the learned Sessions Court in the Criminal Appeal are hereby quashed and set aside. Complaint filed under section 138 of the Negotiable Instruments Act required to be rejected since there is violation of clause (b) of proviso to Section 138 of NI Act.

52. Accordingly, present applicant/accused deserved to be acquitted. Revisions stands disposed of in above terms. Amount which has been deposited by the applicant in this Court shall be refunded to the applicant/accused.

BHARAT P. DESHPANDE, J.

Case Brief & MCQs on "Shri. Shivnath Suryoba Gaonkar v. Bicholim Marchant Urban Co- Operative Credit Society Pvt. Ltd." (2024:BHC-GOA:1693) is available in the eBook:

"Bombay High Court Cases in October 2024"

The book "Bombay High Court Cases in October 2024" provides a comprehensive collection of Case Briefs & MCQs on 56 Recent Cases in the Bombay High Court. A wide range of legal areas is covered, including Criminal law, Civil law, Family law, Taxation, and Administrative law. Each case brief provides a structured summary, outlining the facts, procedural history, issues, rule of law, rationale, holding, and implications of the judgment. Readers will gain insights into the legal principles applied by the Court, along with their application. The MCQs reinforce key takeaways and encourage readers to engage actively with the material.

Author: Sagar Badade

Read the Book: https://www.amazon.in/dp/B0DP5YYCB1