



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 9TH DAY OF JUNE, 2026

BEFORE

THE HON'BLE MR. JUSTICE H.P.SANDESH

CRIMINAL REVISION PETITION NO. 380 OF 2026

(397(Cr.PC) / 438(BNSS))

BETWEEN:

1. SRI HASAN HAMZA
S/O HASANABBA,
AGED ABOUT 49 YEARS,
R/AT D NO. 21-3-157/51,
1ST MAIN ROAD,2ND CROSS,
SUBHASH NAGAR,MANGALORE 574 146.

...PETITIONER

(BY SRI. MOHAMMED MONISH SOWKAR, ADVOCATE)

AND:

1. M/S GOKULAM CHITS AND FINANCE
COMPANY,GOKULAM TOWERS NO.66,
ARKOT ROAD, CHENNAI 24,
BRANCH OFFICE AT IIND FLOOR,
KUNIL COMPLEX, BENDOORWELL,
KANKANADY POST,MANGALORE 575 001.

...RESPONDENT

(BY SRI. SURESH CHOTTEYANDA S,ADVOCATE)

THIS CRL.RP IS FILED U/S 397 R/W 401 CR.P.C (U/S 438 R/W 442 BNSS) BY THE ADVOCATE FOR THE PETITIONER PRAYING THAT THIS HONOURABLE COURT MAY BE PLEASED TOa) SET ASIDE THE JUDGEMENT PASSED BY THE I ADDL. PRL. JUDGE, FAMILY COURT, MANGALURU IN CRL.A.NO.14/2025 DTD 19.01.2026, AT ANNEXURE-A.b) SET

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by DEVIKA M
Location: HIGH
COURT OF
KARNATAKA



ASIDE THE JUDGEMENT PASSED BY THE JMFC (VIII COURT)
MANGALORE IN CC.NO.100/2024 DTD 07.12.2025, AT
ANNEXURE-B.

THIS PETITION, COMING ON FOR ADMISSION, THIS DAY,
ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE H.P.SANDESH

ORAL ORDER

This petition is listed for admission.

2. This petition is filed against the concurrent finding of trial Court as well as the appellate Court for convicting the revision petitioner for the offence punishable under Section 138 of Negotiable Instruments Act, 1881, (hereinafter referred to as 'N.I.' Act for short) wherein he is directed to pay an amount of Rs.2,37,291/- (Rupees Two lakhs thirty seven thousand two hundred and ninety one only) and default sentence is also imposed and the same is questioned in the Criminal Appeal No.14/2025, wherein the appellate Court confirmed the order of the trial Court and hence, prayed to set aside the orders of both the Courts.



3. The factual matrix of the case of the complainant are that the complainant is a private Limited Company, engaged in Chit and Finance business. The accused is a surety of successful bidder in a chit group for an amount of Rs.3,00,000/-. The complainant paid the said amount to the successful bidder to his account. The successful bidder executed necessary documents and demand promissory note towards the debt. The successful bidder did not pay the balance chit amount and towards the repayment of the same, the accused issued a Cheque dated 07.07.2017 for a sum of Rs.2,27,291/- (Rupees Two lakhs twenty seven thousand two hundred and ninety one only). When the Cheque was presented for encashment by the complainant, it was returned with an endorsement 'funds insufficient'. Thereafter, the complainant issued legal notice to the accused to repay the said amount. In spite of service of notice, the accused did not turn up to repay the amount. Hence, the case is filed against the accused and cognizance was taken for the offence



punishable under Section 138 of N.I Act. The accused was secured and pleaded not guilty and the complainant examined as P.W.1 and got marked documents as Exs.P1 to P24 and the complainant was cross examined by the counsel for the accused and the statement of the accused under Section 313 of Cr.P.C. was recorded wherein the accused denied all the incriminating circumstances that appeared against him and no defence evidence was led by the accused. The trial Court having considered the material on record, convicted and sentenced the accused and the same is confirmed by the appellate Court.

4. Learned counsel for the revision petitioner submits that both the Courts have erred in convicting the revision petitioner for the offence under Section 138 of N.I.Act without properly appreciating the material available on record and also erred in law and on facts in convicting the revision petitioner, despite failure of respondent in establishing existence of legally enforceable debt as required under the provisions of N.I.Act.



5. He further contends that the trial Court failed to consider the evidence of P.W.1 who clearly deposed in her cross examination that chit agreement was entered into between the respondent company and one Mr.Vineeth S Kadri and the revision petitioner was not shown as guarantor in the said chit transaction. On all these grounds, he prayed to allow the revision.

6. Per contra, learned counsel appearing for respondent justifies the order passed by the trial Court as well as the appellate Court and prays to dismiss the revision petition.

7. Having considered the material on record, grounds urged in the petition and also the submission made by the counsel appearing for revision petitioner that the trial Court while convicting the accused, have taken note of material placed on record in detail, particularly in paragraph No.22, made an observation that the accused admitted his visit to the complainant company for issuance of cheque. Thereafter, raised the contention that cheque



was issued as blank signed cheque towards the transaction of Sri. Vineeth S. Kadari with the complainant company and also observed that inconsistent stand regarding defence was taken about passing over the Cheque but he has not produced any material to support his contention.

7. Further, in paragraph No.23, the trial Court comes to the conclusion that burden lies on the accused to rebut the presumption of issuance of cheque and also taken note of the aspect that the entries in Exs.P19 and P24 are prior to the date of issuance of the cheque which would disclose that cheque amount has not been exceeded the amount found on 05.07.2017 in Exs.P19 and P24 and comes to the conclusion that cheques are issued in respect of the liability. Though other defence was taken that successful bidder has paid the money, but no such material is placed for having paid the amount and convicted the petitioner.



8. Similarly, the appellate Court also having reassessed the material available on record, taken note of Ex.P19 i.e. monthly statement maintained in respect of the chit amount of said Vineeth S. Kadri, Ex.P21 is the order passed by the registrar of chits in Karnataka authorising the complainant company to conduct the affairs of the branch, Ex.P22 is the certificate of incorporation pertaining to the complainant company, Ex.P23 is the copy of the election ID card of the accused and Ex.P24 is the monthly statement pertaining to liability of the said Vineet S Kadri.

9. Further, the appellate Court also in detail taken note of material available on record and particularly while referring to the judgment of the Hon'ble Apex Court in the case of ***Dashrathbhai Trikambhai Patel vs. Hitesh Mahendrabhai Patel*** that when the cheque is issued as security and if the debt is not repaid in any other form before the due date, the cheque would mature for presentation and so also in the present case on hand.



10. On close scrutiny of the entire material placed on record, it would disclose that the complainant company is able to prove that the accused herein had issued the Cheque at Ex.P1, and the same is admitted and not disputed. The said Cheque is issued towards the discharge of the legally enforceable liability of one Sri. Vineeth S Kadri as a guarantor and the said cheque when it was presented for the encashment, came to be dishonored and when such material is considered by both the trial Court as well as the appellate Court i.e., both oral and documentary evidence, I do not find any ground to entertain this revision and nothing is elicited in the cross examination of P.W.1 and also even the revision petitioner has not led any defence evidence entering into the witness box and rebutting the presumption under Section 139 of NI Act. When such being the case, I do not find any ground to consider and admit this revision as there is no grounds to admit the revision petition in view of scope of revision



petition is very limited only with regard to legality and correctness.

11. In view of the discussions made above, I pass the following:

ORDER

Revision petition is ***dismissed***.

Sd/-
(H.P.SANDESH)
JUDGE

SSD
List No.: 1 Sl No.: 32