



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 9TH DAY OF JULY, 2026

BEFORE

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

CRIMINAL REVISION PETITION NO. 449 OF 2026

BETWEEN:

1. MR. JAVID
S/O SRI IKBAL
AGED ABOUT 37 YEARS
R/AT NO.204, BACHAPPA LAYOUT
RAJIV NAGAR, DEVASANDRA
K.R. PURAM,
BENGALURU-560036.

...PETITIONER

(BY SRI. MOHAMMED TAHIR, ADVOCATE)

AND:

1. MR. SHAIK KHALEEL
S/O SHAIK IBRAHIM
AGED ABOUT 41 YEARS
PROPRIETOR, M/S NETWORKZ (IT SUBMISSION)
HAVING OFFICE AT NO.165,
2ND FLOOR, D.K. STREET
SHIVAJINAGAR,
BENGALURU-560051.

...RESPONDENT

(RESPONDENT SERVED AND UNREPRESENTED)

THIS CRL.RP IS FILED U/S.397 R/W 401 (FILED
U/S.438 R/W SEC.442 BNSS) CR.P.C PRAYING TO SET

Digitally signed
by DEVIKA M
Location: HIGH
COURT OF
KARNATAKA



ASIDE THE IMPUGNED JUDGMENT DATED 20.02.2024 PASSED BY THE HON'BLE THE LXXII ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, BENGALURU (CCH-73) IN CRL.A.NO.25217/2023 AT ANNEXURE A AND ETC.

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 matter is listed for admission. I have heard learned counsel for the petitioner. Notice was served on the respondent and respondent did not choose to engage the counsel.

2. The factual matrix of case of the complainant before the Trial Court while invoking Section 138 of N.I. Act is that on 01.12.2013 he had let out on monthly rent 20 desktops for Rs.1,100/- each and 1 laptop for Rs.2,000/- to the accused. Pursuant to which, the complainant had delivered total assets of Rs.3,00,000/- to the accused and accused had executed a Computer supply agreement with the complainant. On 03.02.2014, when he visited the residence of the accused to receive the rents from the month of January 2014, he was shocked to notice that the said assets were not in the premises of the accused and accused had evaded the complainant's



questions and requested to come to his house on 07.02.2014. When he had been to the house of the accused on 07.02.2014, accused informed that he has sold the said assets to the third parties and agreed to refund the value of the said assets and issued a subject matter of Cheque dated 10.02.2014. On presentation of the said Cheque, it was returned with an endorsement 'insufficient fund'. The complainant got issued the notice and the same was duly served on the accused and in spite of service of notice, the accused neither paid the Cheque amount nor replied to the notice. Hence, complaint was filed and cognizance was taken. The accused was secured, he did not plead guilty and claims for trial.

3. The complainant examined himself as P.W.1 and got marked the documents as Exs.P1 to P9. The accused also got examined himself as D.W.1 and got marked the documents as Exs.D1 to D5.

4. The Trial Court taking note of the transaction between the complainant and accused, particularly taken note of paragraph No.26, wherein the accused had made some payments. It is also the specific defence that complainant had



not supplied any materials to him and he has not issued Cheque to the complainant, then why he agreed to pay Rs.1,00,000/- to the complainant in the presence of mediators. Therefore, the defence taken by the accused was not believable and the same is not substantiated. The Trial Court also taken note that Cheque in question was issued by the accused to discharge the legally recoverable debt and also defence was taken by the accused that Cheque was given for the purpose of security. The Trial Court also taken note of presumption in favour of the complainant and also taken note of the cross-examination and answer elicited from the accused, wherein he categorically says that from the year 2012 onwards, he was working as an Office Assistant in MGC Technologies. He further admitted that every company maintains its own bank account. Further, admitted that every material belongs to the company and salary paid to the staff all are liability of the company. He further admits that in their company Directors, Secretary, Financial Section and H.R. Sections are separate and their officials are also available in their company and admit that, in every company through bank account, company purchases every material and every transaction will be through bank



account. The Trial Court also taken note that the accused was working as an Office Assistant and he is not competent person to issue his personal Cheque for purchase of company's stationary. Therefore, the defence which was taken by the accused was also not believable. Hence, the very defence which was taken by the accused was not accepted, since he had changed his version at each and every stage and the defence taken was also not proved. Hence considering the transaction of the year 2014 as well as judgment of the Apex Court in **R. VIJAYAN vs. BABY** reported in **2012 (1) SCC 260** as against the Cheque amount of Rs.3,00,000/-, ordered to pay an amount of Rs.4,44,000/- convicting and sentencing the accused.

5. The same is challenged before the First Appellate Court in Criminal Appeal No.25217/2023. The First Appellate Court also on re-appreciation of evidence, in view of admission on the part of accused with regard to issuance of Cheque and also defence which was taken, the suggestion made to the witness was extracted in paragraph No.29 and his case is that on behalf of one Sri Venkatesh for supply of materials to the



said Venkatesh, Cheque was given and though denied the very transaction of the complainant and taken different stand, the same is also considered by the First Appellate Court on re-application of evidence.

6. Now, learned counsel appearing for the petitioner would vehemently contend that the amount which was considered by the Trial Court to the tune of Rs.4,44,000/- is exorbitant and having taken note of the fact that it is a transaction of the year 2014 and subject matter of the Cheque was issued in 2014, the Trial Court also taken note of the judgment of the Apex Court and even if the interest is calculated at the rate of 9% p.a. and also the answer elicited from the mouth of accused, wherein he categorically admitted that the transaction was between the complainant and Mr. Venkatesh, but only on behalf of said Venkatesh itself Cheque was issued is not substantiated.

7. When such being the case, I do not find any error on the part of the Trial Court and the First Appellate Court in considering the material on record, when there was no dispute with regard to issuance of Cheque and signature and the only



defence is that Cheque was given on behalf of Venkatesh and not made any transaction with him. But, in order to substantiate the same, no such material is placed and there is no rebuttal evidence under Section 139 of N.I. Act. Hence, no ground is made out to admit the revision petition.

Accordingly, the revision petition is ***dismissed.***

**Sd/-
(H.P.SANDESH)
JUDGE**

ST
List No.: 1 Sl No.: 25