



CNR: KAHC010256832026

NC: 2026:KHC:49989
CRL.P No. 5593 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 15TH DAY OF SEPTEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

CRIMINAL PETITION NO. 5593 OF 2026

(482(Cr.PC)/528(BNSS))

BETWEEN:

1. M/S. VAIBHAV DEVELOPERS,
NO.331, 3RD STAGE, 4TH BLOCK,
8TH MAIN, SIDDAIAH PURANIK ROAD,
BENGALURU - 560 079.
BASAVESHWARANAGAR,
AGRAHARA DASARA HALLI,
REPRESENTED BY ITS
MANAGING PARTNERS.

1(a). SMT. RANGANAYAKI
AGED ABOUT 64 YEARS,
W/O. LATE GOPAL KRISHNAPPA

1(b). SRI. GOPAL RAGHU PRAKASH,
@RAGHU PRAKASH GOPAL,
AGED ABOUT 42 YEARS
S/O LATE GOPAL KRISHNAPPA,

BOTH PARTNERS ARE RESIDING AT
NO.46/35, 2ND MAIN, 8TH CROSS,
PRASHANTH NAGAR,
AGRAHARA DASARA HALLI,
BENGALURU - 560 079.



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2. SRI. GOPAL RAGHU PRAKASH
@RAGHU PRAKASH GOPAL,
AGED ABOUT 42 YEARS,
S/O LATE GOPAL KRISHNAPPA,
PARTNER AT M/S. VAIBHAV DEVELOPERS,
RESIDING AT NO.46/35,
2ND MAIN, 8TH CROSS,
PRASHANTH NAGAR,
AGRAHARA DASARA HALLI,
BENGALURU - 560 079.

...PETITIONERS

(BY SRI. ABHILESH J, ADVOCATE)

AND:

SRI. SREEKUMAR NARAYANA,
AGED ABOUT 49 YEARS,
SON OF PADMAVATHI NARAYANAN POTTI,
R/AT FLAT NO.G1, GROUND FLOOR,
PLOT 12 HOUSE 12 PID NO.37-9-12
6TH CROSS, AMARJYOTI NAGAR,
BENGALURU - 560 040.

...RESPONDENT

(BY SRI. SHYAM PRASAD TS., ADVOCATE)

THIS CRIMINAL PETITION IS FILED UNDER SECTION 482 CR.PC., 1973 (FILED U/S 528 BNSS, 2023) BY THE ADVOCATE FOR THE PETITIONER PRAYING THAT THIS HONOURABLE COURT MAY BE PLEASED TO QUASH THE COMPLAINT (ANNEXURE-A) FILED UNDER SECTION 200 READ WITH SECTION 190(1) (A) OF CR.P.C. R/W SECTION 138 OF THE NEGOTIABLE INSTRUMENTS ACT, 1881 PENDING BEFORE THE HON'BLE XXI-ADDL. CHIEF METROPOLITAN MAGISTRATE, AT BENGALURU IN C.C.NO.28990/2024 AND ETC.,

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

CORAM: HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

ORAL ORDER

Heard the learned counsel for the petitioners and the
learned counsel for the respondent.

2. This petition is filed to quash the complaint filed
under Section 200 read with Section 190(1)(A) of Cr.P.C
read with Section 138 of the Negotiable Instruments Act,
1881, which is now pending consideration in
CC.No.28990/2024 before the Hon'ble XXI Additional Chief
Metropolitan Magistrate, Bengaluru and to quash the order
dated 02.09.2024 taking cognizance for the offence under
Section 138 of the Negotiable Instruments Act, 1881. "(NI
Act, 1881)"

3. The learned counsel appearing for the
petitioners would submit that the cheque in question was
not signed by the petitioners. It is further submitted that
the petitioners are partners of a partnership firm, whereas

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the cheque was signed by one of the partners in respect of an account maintained by him in his individual capacity and not as a partner of the firm. As such, the provisions of Section 138 of the Negotiable Instruments Act, 1881, are not attracted against the petitioners and the learned Trial Court could not have taken cognizance of the alleged offence against them.

4. In support of his contention, learned counsel place reliance on the judgment of the Hon'ble Apex Court in the case of **ALKA KHANDU AVHAD Vs. AMAR SYAMPRASAD MISHRA AND ANOTHER¹** and **APARNA A. SHAH Vs. SHETH DEVELOPERS PRIVATE LIMITED AND ANOTHER²**.

5. Learned counsel appearing for the respondent/complainant would submit that the proceedings have been initiated against the petitioners in

¹ (2021) 4 SCC 675

² (2013) 8 SCC 71



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their capacity as partners of the partnership firm. It is contended that the petitioners are admittedly partners of the said firm and that the cheque in question, which came to be dishonored, was signed by one of the partners, of the partnership firm.

6. It is further submitted that, though the cheque was not drawn on an account maintained in the name of the partnership firm, the same was issued with the consent of all the partners pursuant to the Memorandum of Agreement dated 23.08.2023. The said Memorandum of Agreement specifically refers to the cheque in question, which was issued towards the discharge of the liability of the partnership firm including all the partners. Thus, it is the contention that the technical plea raised by the petitioners cannot be accepted.

7. In support of contention, learned counsel for the complainant/respondent has relied upon the judgment

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of the Hon'ble Apex Court in the case of **SHIVAPPA REDDY vs S.SRINIVASAN³**.

8. The Court has considered the contentions raised at the bar and perused the records.

9. Admittedly, the cheque in question is not signed by the petitioners in their individual capacity. The cheque has been signed by the second petitioner, who is admittedly a partner of the partnership firm. However, the cheque is not drawn on an account maintained in the name of the partnership firm. The cheque is drawn on an account maintained by the second petitioner in his individual capacity.

10. In the judgment of the Hon'ble Apex Court in the case of **ALKA KHANDU AVHAD** (supra), the Apex Court was dealing with a question of criminal liability under Section 138 read with Section 141 of the Negotiable Instruments Act, 1881, while dealing with the facts

³ 2025 INSC 729
Criminal Appeal No.4363/2024



obtained in the said case. The Hon'ble Apex Court has held that the criminal liability would arise in a situation where the cheque is issued by a person in respect of an account maintained by him with a banker.

11. In the said case, the complaint was initiated not only against the person who had issued a cheque, but also against a person who is not a signatory to the cheque. As such, the proceedings was quashed in favour of a person who has not signed the cheque.

12. In the case of **ALKA KHANDU AVHAD** (supra), it is noticed that the complaint was filed against a person who was not a signatory to the cheque. There was no material on record to fasten liability on the said person, who has not signed the cheque.

13. In the case of **APARNA A. SHAH** (supra), the account was in the name of husband and wife and wife had not signed the cheque and only husband had signed

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the cheque. As such, the complaint against the wife is quashed.

14. From the facts obtained in the said case, it appears that the account was to be operated by the joint account holders, as such, the Hon'ble Apex Court, has held that, as the wife has not signed the cheque, the prosecution against the wife is not maintainable.

15. However, in instant case, the important distinguishing factor is the Memorandum of Agreement dated 23.08.2023. The said agreement is admittedly signed by all the partners of the partnership firm along with the complainant and there is an assurance to repay the amount mentioned in the cheques referred to in the agreement and one of the cheque is dishonored.

16. That being the position, this Court is of the view that the petitioners cannot seek to quash the proceedings at this stage. *Prima facie*, the consequence of the

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Memorandum of Agreement has to be considered by the trial Court at the time of trial.

17. Under these circumstances, the petition is ***dismissed.***

The trial Court shall consider the evidence on record and thereafter has to pass appropriate orders.

It is made clear that nothing is expressed on the merits of the case.

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**(ANANT RAMANATH HEGDE)
JUDGE**

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List No.: 1 Sl No.: 8