



CNR: KAHC010481692026

NC: 2026:KHC:39593
CRL.RP No. 1129 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF JULY, 2026

BEFORE

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

CRIMINAL REVISION PETITION NO.1129 OF 2026

BETWEEN:

1. SRI. RAJESH M.B.,
AGED ABOUT 46 YEARS,
SIRI BALAJI NAVANIRMANA PVT. LTD,
NO.1, 2ND FLOOR,
AMRUTHAHALLI CIRCLE,
AMRUTHAHALLI MAIN ROAD,
BYATARAYANAPURA
BENGALURU-560092.

...PETITIONER

(BY SRI. MOHANKUMARA M.C., ADVOCATE)

AND:

1. SRI. RAGHU PRASAD,
S/O G. VENKATESH MURTHY,
AGED ABOUT 52 YEARS,
R/AT NO.63/6, "SUVEE",
SRI. LAKSHMI ENCLAVE,
SASUVEGHATTA, ACHITNAGAR,
BENGALURU-560107.

...RESPONDENT

THIS CRL.RP IS FILED UNDER SECTION 397 R/W 401 OF CR.PC (FILED U/S 438 R/W 442 BNSS) PRAYING TO SET A SIDE THE ORDER/ JUDGMENT DATED 15.06.2026 PASSED BY THE LEARNED LII ADDL. CITY CIVIL AND SESSIONS JUDGE, BENGALURU (CCH-53) IN CRL.APPEAL NO.198/2026 AND

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by DEVIKA M
Location: HIGH
COURT OF
KARNATAKA



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ORDER DATED 15.12.2025 PASSED BY THE LEARNED XV ADDL. CJM AT BENGALURU IN CC.NO.9156/2023, AND REMAND THE MATTER BACK TO THE SESSIONS COURT FOR FRESH CONSIDERATION AND DISPOSAL STRICTLY ON MERITS, IN ACCORDANCE WITH THE LAW. PASS ANY SUCH OTHER ORDER OR RELIEF AS THIS HONBLE COURT DEEMS FIT.

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. Heard the learned counsel for the revision petitioner.

2. The factual matrix of the case of the complainant before the Trial Court is that the accused is the representative of Siri Balaji Navanirmana Pvt. Ltd., who is the agreement holder and developer of the land and the accused agreed to sell the site bearing No.59, measuring 30 x 40 formed in site Sy.No.25 in the name of Venkateswara Layout. The accused also provided development agreement, conversion orders, etc. After negotiations, the total sale consideration was fixed Rs.34,00,000/-. The complainant and his wife paid an amount of Rs.1,20,000/- through bank transfer and Rs.2,000/- by way of cash. Though an agreement was entered between the



complainant and the accused, being the representative of Siri Balaji Navanirmana Pvt. Ltd., the accused did not introduce the owner of the land. Despite the complainant was ready for registration of the sale deed, the original owner was not acquainted. Therefore, the complainant demanded for the repayment of the amount and hence, Manju Kiran, the Director of the Company, issued two cheques for an amount of Rs.6,00,000/- each and it got dishonoured. Subsequently, in partial discharge of the said amount, the accused issued the cheque dated 12.01.2023 for an amount of Rs.1,00,000/-. Upon presentation, the cheque was dishonoured with an endorsement "funds insufficient".

3. The only defence taken before the Trial Court was that he had borrowed an amount of Rs.47,000/- from the complainant and he had issued three cheques and those cheques are misused. The said evidence was also considered by the Trial Court in paragraph No.16. The Trial Court in paragraph No.17 discussed the evidence of P.W.1 and so also with regard to the cross-examination of P.W.1 that the accused had borrowed the loan of Rs.47,000/- and the same was



denied. The suggestions made to P.W.1 were also categorically denied. The accused also examined himself before the Trial Court as D.W.1 and his evidence is also extracted in paragraph No.21. The Trial Court taken note of that when the amount was paid to the tune of Rs.14,00,000/-, two cheques were issued by the Company Director and this cheque is issued by the accused and defence was taken that it was towards the loan transaction between the complainant and the accused and the same was not accepted. The Trial Court even considered the document of MOU and also the material available before the Court. The defence which was taken that there was a loan transaction between the complainant and the accused for an amount of Rs.47,000/- and three cheques were issued by him in respect of the said loan amount was not substantiated and hence, the Trial Court not accepted the defence of the accused.

4. The Appellate Court also on re-appreciation of evidence, considered the grounds urged and taken note of the admission on the part of D.W.1 with regard to the issuance of the cheque and signature available on the cheque and also he had negotiated with the complainant for the sale of the



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property on behalf of Siri Balaji Navanirmana Pvt. Ltd. When there is a clear admission with regard to the issuance of cheque and also the signature, the defence which was taken was not accepted and confirmed the judgment of the Trial Court.

5. The main contention of the revision petitioner before this Court is also the very defence which was taken before the Trial Court that the cheque was issued in respect of the loan transaction between the complainant and the accused and the cheque was misused. The same is not substantiated by placing any material before the Court. The transaction is admitted, issuance of cheque is admitted and signature is also admitted. But the defence of loan transaction between the complainant and the accused is not substantiated. When such being the case, I do not find any grounds to entertain the revision petition.

6. Accordingly, the criminal revision petition is dismissed.

Sd/-
(H.P.SANDESH)
JUDGE

MD
List No.: 1 Sl No.: 56