NC: 2025:KHC:54628
CRL.RP No. 1199 of 2025

HC-KAR

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 19TH DAY OF DECEMBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE RAVI V HOSMANI

CRIMINAL REVISION PETITION NO. 1199 OF 2025

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

BETWEEN:

V. MUTHURAJU
SON OF SRI KRISHNAPPA,
AGED ABOUT 44 YEARS,
RESIDING AT NO.4, BYRESHWARA NILAYA,
C/O PUTTASWAMY, 3RD CROSS,
AMAR JYOTHI LAYOUT, RMV 2ND STAGE,
SANJAYNAGAR, BANGALORE - 560 094,
ALSO AT C/O M.K. ENGINEERING WORKS,
4TH CROSS, LALBAGH ROAD,
BANGALORE - 560 027.

...PETITIONER

(BY SRI. C.G. GOPALASWAMY, ADVOCATE)

Digitally signed by GEETHAKUMARI PARLATTAYA S
Location: High Court of Karnataka

AND:

1. S. KUMAR
SINCE DECEASED REPRESENTED
BY HIS LEGAL REPRESENTATIVES

1(A). SMT. ANNA MARY,
WIFE OF SRI S. KUMAR,
AGED ABOUT 57 YEARS,

2. NAVEEN KUMAR.K,
SON OF SRI S. KUMAR,

AGED ABOUT 37 YEARS,

3. PRAVEEN KUMAR K
SON OF SRI S. KUMAR,
AGED ABOUT 35 YEARS,

4. MS. NANDINI.K
DAUGHTER OF SRI S. KUMAR,
AGED ABOUT 29 YEARS,

ALL RESIDING AT NO. 132/A,
1ST MAIN ROAD,
ASHWATHANAGAR,
RMV 2ND STAGE,
BANGAKIRE - 560 094.

…RESPONDENTS

(BY SRI. V. ANAND, ADVOCATE)

THIS CRL.RP IS FILED U/S. 397 R/W 401 OF CR.P.C (FILED U/S 438 BNSS) PRAYING TO A. SET ASIDE THE JUDGMENT AND SENTENCE DATED JANUARY 16, 2024 PASSED IN CRL.A NO.749/2018 IN THE COURT OF THE LXVIII ADDL.CITY CIVIL AND SESSIONS JUDGE, MAYOHALL, BANGALORE (CCH-6) AND ETC.

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

CORAM: HON'BLE MR. JUSTICE RAVI V HOSMANI

ORAL ORDER

Challenging judgment of conviction and sentence dated 23.03.2018 in C.C.no.23154/2016 passed by XIII Additional Chief Metropolitan Magistrate at Bengaluru and confirmed in judgment dated 16.01.2024 passed by LXVIII Additional City Civil and Sessions Judge, Bengaluru City (CCH-69) in Crl.A.no.749/2018, above Revision Petition is filed.

2. It is stated that during pendency of this Revision, parties have entered into settlement, whereunder, petitioner - accused has agreed to settle claim of respondent - complainant by paying a total sum of Rs.2,00,000/- in full and final settlement of claim under cheque in question. It is stated that demand draft bearing no.214945 drawn on 26.11.2025 in favour of respondent no.1(c), is handed over to him in Court today. All these terms are reduced into writing in Compromise Petition, signed by parties is placed and same reads as follows-

" APPLICATION UNDER SECTION 147 OF THE NEGOTIABLE INSTRUMENTS ACT, 1881

The petitioner and the respondent state as under-

1. At the intervention of well-wishers, they have settled their disputes by way of compromise and, consequently, entered into composition of the offence that forms the subject matter of this petition.

2. As per the compromise-

(a) the respondent has agreed to compound the offence in a sum of Rs.2,00,000-00 (Rupees two lakhs only) payable by the petitioner,

(b) as and by way of payment of the sum representing the composition, the respondents have agreed to receive the sum of Rs.2,00,000-00 (Rupees two lakhs only) as under-

(i) Rs.50,000-00 (Rupees fifty thousand only) by way of DD bearing No.214945 dated November 26, 2025, drawn on Karnataka Bank Ltd., Sanjaynagar Branch, Bangalore, in favour of Sri Praveen Kumar. B, the third legal representative of the respondent, as instructed by the other legal representatives of the respondent, and,

(ii) Rs.1,50,000-00 (Rupees one lakh fifty thousand only) payable on or before January 30, 2026, by the petitioner to Sri Praveen Kumar.B, the third legal representative of the respondent, as instructed by the other legal representatives of the respondent,

(c) in view of the arrangement for payment of the sum representing the composition in terms of sub-clause (b), the respondent does, and shall, not have any claim against the petitioner, and the petitioner does, and shall, not have any liability/obligation to the respondent, in respect of, or arising from, or attributable to, the cheque bearing No.867728, dated August 03, 2015, drawn

on Corporation Bank, Sultanpet Branch, Bangalore-560 053, for Rs 2,00,000-00.

Wherefore the petitioner and the respondent pray this Hon'ble Court to be pleased to:-

(a) record the composition of the offence by the respondent in terms of the foregoing,

(b) set aside the judgment and sentence dated January 16, 2024, in Crl. A. No.749/2018, in the Court of the LXVIII Addl. City Civil and Sessions Judge, Bangalore (CCH: 69),

(c) set aside the judgment and sentence dated March 23, 2018, in C.C. No.23154/2016, in the Court of the XIII Additional Chief Metropolitan Magistrate, Bangalore,

(d) acquit the petitioner of the offence alleged against him in C.C. No.23154/2016, in the Court of the XIII Additional Chief Metropolitan Magistrate, Bangalore,

(e) pass such other orders as this Hon'ble Court may deem fit in the circumstances of the case."

3. Petitioner and respondent no.1(c) are present, identified by their respective counsel. On interaction, they have stated that terms of compromise have been explained to them and after understanding same, they have affirmed it out of their free will and volition without there being any threat, coercion or undue influence from anybody. It is submitted that

respondent no.1(c) is instructed by other legal representatives to enter into settlement.

4. Application is accepted. Perused terms of compromise. They appear to be lawful. Compromise Petition is accepted.

5. Revision Petition is ***disposed of*** as settled. Judgment of conviction and sentence dated 23.03.2018 in C.C.no.23154/2016 passed by XIII Additional Chief Metropolitan Magistrate at Bengaluru, confirmed in judgment dated 16.01.2024 passed by LXVIII Additional City Civil and Sessions Judge, Bengaluru City (CCH-69) in Crl.A.no.749/2018 are set aside. Petitioner- accused is acquitted of offence punishable under Section 138 of Negotiable Instruments Act.

Sd/-
(RAVI V HOSMANI)
JUDGE

HNM
List No.: 1 Sl No.: 7