**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 18TH DAY OF NOVEMBER, 2026**

**BEFORE**

**THE HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE**

**WRIT PETITION NO. 9012 OF 2026 (GM-RES)**

**C/W**

**CRIMINAL PETITION NO. 4473 OF 2026**

**IN WP No. 9012/2026**

**BETWEEN:**

1. SRI B THYAGARAJU,
   LATE. S. M. BHADRACAHARYA,
   AGED ABOUT 53 YEARS,
   RESIDING AT GAYITHRIDEVI NILAYA,
   4TH A CROSS, SIR.MV LAYOUT,
   HOSKOTE TOWN,
   BENGALURU RURLA DISTRICT,
   PIN CODE NO.562114.

2. SRI. K. A. RAMAKRISHANA,
   S/O LATE ANJINAPPA,
   AGED ABOUT 52 YEARS,
   RESIDING AT KADIGANAHALLI VILLAGE,
   JALA HOBLI, YELAHANKA TALUK,
   BENGALURU -560064.

...PETITIONERS

(BY SRI NITIN RAMESH, ADVOCATE)

Digitally signed by PRAMILA G V
Location: HIGH COURT OF KARNATAKA

**AND:**

1. STATE OF KARNATAKA,
   BY HOSKOTE POLICE STATION,
   REPRESENTED BY S.P.P.,
   HIGH COURT BUILDING,
   BANGALORE 560 001.

2. K.M. MUNIRAJU,
   S/O. LATE MUNISWAMY@MUNISWAMAPPA,

AGED ABOUT 55 YEARS,
RESIDING AT KODATHI VILLAGE,
VARTHUR HOBLI, BANGALORE EAST TALUK,
BANGALORE-560087.

…RESPONDENTS

(BY SRI P N MANMOHAN,ADVOCATE FOR R2,
SRI NAGHARISH G S, HCGP FOR R1)

THIS WP IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA R/W SECTION 528 OF THE BHARATIYA NAGARIK SURAKSHA SANHITA, 2023 PRAYING TO QUASH THE FIR IN CRIME NO. 60/2026 REGISTERED BY HOSKOTE POLICE STATION BENGALURU RURAL DISTRICT FOR THE OFFENCES PUNISHABLE UNDER SECTION 120B, 420, 467, 465, 468 OF IPC INSOFAR AS THE PETITIONERS (ACCUSED NO. 1 AND 2) ARE CONCERNED AS PER ANNX-A AND A1.

**IN CRL.P NO. 4473/2026**

**BETWEEN:**

1. SRI. P. JAGANNATH REDDY,
S/O. MUNIRATHNAM REDDY,
AGED ABOUT 64 YEARS,
R/AT NO.285, 11TH CROSS,
17TH MAIN, JP NAGAR,
BANGALORE CITY-76.

2. SRI. B. RAVIKUMAR REDDY,
S/O. LATE GOPAL REDDY,
AGED ABOUT 59 YEARS.
R/AT NO.131, 8TH MAIN,
3RD PHASE, PEENYA INDUSTRIAL AREA,
BANGALORE-58.

...PETITIONERS

(BY SRI. PRAKASH M H., ADVOCATE)

**AND:**

1. STATE OF KARNATAKA,

REP. BY HOSAKOTE POLICE,
BANGALORE RURAL DISTRICT,
THROUGH STATE PUBLIC PROSECUTOR,
HIGH COURT OF KARNATAKA,
BENGALURU-560 001.

2. K.M MUNIRAJU
S/O DODDA MUNISWAMY @ MUNISWAMAPPA,
AGED ABOUT 56 YEARS
R/AT KODATHI VILLAGE
VARTHUR HOBLI,
BANGALORE EAST TALUK,
BANGALORE - 560067

...RESPONDENTS

(BY SRI NAGHARISH G S, HCGP FOR R1
SRI ASHOK HARANAHALLI, SR. ADVOCATE FOR
SRI K R RAMESH, ADV. FOR R2)

THIS CRL.P IS FILED U/S 482 CR.PC (FILED U/S 528 BNSS) BY THE ADVOCATE FOR THE PETITIONER PRAYING THAT THIS HONOURABLE COURT MAY BE PLEASED TO QUASH THE FIR IN CR. NO.60/2026 FOR THE OFFENCE PUNISHABLE UNDER SEC.120(b), 420, 467, 465, 468 AND 471 IPC REGISTERED BY THE RESPONDENT NO.1, HOSAKOTE POLICE, BANGALORE RURAL DISTRICT, WHICH IS PENDING BEFORE THE PRL. CIVIL JUDGE (SR.DN.) AND CJM COURT, HOSKOTE, BANGALORE RURAL DISTRICT AS AGAINST THE PETITIONERS.

THESE PETITIONS HAVING BEEN HEARD AND RESERVED FOR ORDERS ON 12$^{TH}$ NOVEMBER, 2026 AND COMING ON FOR PRONOUNCEMENT THIS DAY, THE COURT PRONOUNCED THE FOLLOWING:

CORAM: HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

**CAV ORDER**

Since both the petitions arise from the same complaint and the FIR both petitions are heard together and disposed of by a common order.

2. Writ Petition No.9012/2026 is filed by accused No.1 and 2 to quash the FIR in Crime No.60/2026 and also the complaint registered for the offence under Sections 120B, 420, 467, 465, 468 and 471 of Indian Penal Code, 1860 ('IPC').

3. Criminal Petition No.4473/2026 is filed by accused No.3 and 4 to quash the FIR in Crime No.60/2026 and also the complaint registered for the offence under Sections 120B, 420, 467, 465, 468 and 471 of IPC.

4. The complaint dated 12.03.2026 is filed by respondent No.2 in both the petitions.

5. The complaint registered before the Police can be summarised as under:

5.1 The complaint is filed against four persons alleging forgery and fraud concerning property bearing Survey No.100/2 (Old No.67) measuring 2 acre 02 guntas and Survey No.100/1

measuring 1 acres 18 guntas of Kadiganahalli village, Jala Hobli, Bengaluru North Taluk.

5.2 The complainant claims to have purchased properties bearing Survey No.100/1 and 100/2 (Old Survey No. 67) through two registered sale deeds dated 03.11.2014 from Bhagyamma and others, and K.A.Ramakrishna and others. The property bearing Sy.No.100/1 measuring 1 acre 18 guntas originally was granted to one Anjinappa under Official Memorandum of the Deputy Commissioner on 29.12.1978 and Sy.No.100/2 measuring 2 acres 20 guntas was granted to Smt.Bhagyamma under the Official Memorandum dated 29.12.1978.

5.3 The complainant states that mutation was certified in the name of Anjanappa and Bhagyamma and after the death of Anjinappa, his legal representative, namely K.A.Ramakrishna, came on record. While entering the name of K.A.Ramakrishna, a detailed enquiry was held by the Deputy Commissioner, Bengaluru, and after recording the reason that the grants in favour of Anjinappa and Bhagyamma are genuine, the order is passed, and the said order is also confirmed in Writ

Appeal No.338/2020 by this Court vide order dated 20.02.2023.

5.4 The complainant claims that K.A.Ramakrishna and Bhagyamma sold the properties to the complainant for a total consideration of Rs.4 crore on 03.11.2014 (consideration of Rs.2 crore for each property) and it is the contention that the sale deeds are not yet released as the revenue sketch is not yet finalized in respect of the properties covered under the sale deeds.

5.5 The complainant alleges that C.B.Ravikumar Reddy and P.Jaganath Reddy, made a false claim over the properties referred to above and filed suits in O.S.No.882/2015 and 881/2015 before the Senior Civil Judge, Devanahalli against K. A. Ramakrishna and Bhagyamma. It is stated that the said suits ended in a fraudulent settlement entered into by the plaintiffs/accused No.3 and 4, and K.A.Ramakrishna/accused No.2 and B.Thyagaraju/accused No.1.

5.6 It is alleged that accused No.1 to 4 have created and fabricated unregistered Memorandum of Understanding on 04.10.2014 by forging the complainant's signature.

6. Learned counsel for the petitioners in both petitions would submit that a purely civil dispute is sought to be converted into a criminal case and the remedy for respondent No.2 is to institute a civil suit if respondent No.2 is aggrieved by the compromise decree. Only with an intention to harass and humiliate the petitioners, the complaint is filed, is the submission.

7. It is also urged that, the registration of FIR is a gross abuse of the process of the Court. The allegations in the complaint are vague and not specific and there is no scope for registration of FIR and conducting the investigation is the submission.

8. Learned Senior counsel appearing for respondent No.2 in Criminal Petition and the learned counsel for the respondent in Writ Petition would urge that the complainant has specifically alleged that, he has not signed the Memorandum Of Understanding referred to by the petitioners and the said document is forged. Since, there is an allegation of forgery, same has to be investigated. The document has to be referred to a forensic expert's opinion and based on the report, the further proceedings have to be taken. Merely because there is a

scope to file a civil suit does not mean that the act alleged does not constitute the criminal offence is the submission on behalf of the complainant.

9. It is urged on behalf of respondent No.2 that, certain acts and omissions may attract both civil and criminal consequences and this is one such case where criminal consequences are attracted and the matter requires investigation.

10. It is further submitted that, the contentions raised by the petitioners are based on disputed questions of facts and same cannot be adjudicated in a proceeding of this nature.

11. Learned counsel for respondent No.2 relied upon the judgment of the Apex Court in ***Punit Beriwala vs State of NCT of Delhi and Others***[1] and would contend that the facts in the said case are applicable to the facts of the present case and would urge to dismiss the petition.

12. On behalf of respondent No.2 it is urged that, the accused have acted in collusion with each other and the accused No.3 and 4 being fully aware of the sale deed in favour

[1] ***2025 SCC OnLine Sc 983***

of the complainant have entered into a settlement in respect of the properties which are the subject matter of the sale deeds in favour of the complainant.

13. Learned High Court Government Pleader would submit that the allegations attract ingredients of the cognizable offence and the matter requires investigation.

14. Learned counsel for the petitioners in W.P.No.9012/2026 also filed written submissions on 13.11.2026 and relied on the judgment of the Apex Court in ***G.Sagar Suri and Another vs. State of UP and others***[2] and ***Paramjeet Bhatra vs. State of Uttarkhand and others***[3]***.***

15. Learned counsel for the petitioners urged that the contents of the complaint do not disclose any cognizable offence against the petitioners and referring to the various civil cases and writ petitions pending between the parties urged that, the complainant has given the colour of criminal case to purely civil dispute.

16. In addition, it is also urged that failure to complete the sale transaction or breach of contract does not become an

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***[2] (2000) 2 SCC 636***
***[3] (2013) 11 SCC 673***

offence and has also relied on the judgment of the Apex Court in ***V.Y.Jose and Another vs. State of Gujarat and Another***[4].

17. It is the further submission of the learned counsel for the petitioners that entering into a compromise before competent Civil Court cannot by itself constitute a criminal offence. In addition, learned counsel would also urge that the complaint is filed to put pressure on the petitioners to enter into settlement in the pending civil cases.

18. Learned counsel for the petitioners urged that the ratio laid down in the case of ***State of Haryana and others vs. Bhajanlal and others***[5] does apply to quash the proceedings.

19. The Court has considered the contentions raised at the Bar and perused the records.

**On the allegation of forgery.**

20. The offences named in the FIR are Sections 120B, 420, 465, 467, and 471 of IPC.

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***[4] (2009) 3 SCC 78***
***[5] 1992 Supp (1) SCC 335***

21. The relevant portion of the complaint reads as under:

> *"In the meantime, Sri. B. Ravikumar Reddy and Sri. B. Jagannath Reddy made false claims over the said properties and filed suits in O.S. No.882/2015 and O.S. No. 881/2015 before the Hon'ble Senior Civil Judge and JMFC against K A Ramakrishna and Smt.Bhagyamma.*
>
> *Without my knowledge and despite having already sold the properties in my favour and received huge consideration from me, Sri. K. A. Ramakrishna and Sri. B. Thyagaraj, in collusion with Sri. B. Ravikumar Reddy, and Sri. Jagannath Reddy, fraudulently entered into a compromise in the above suits and allowed a compromise decree to be passed, recognizing their title, thereby causing wrongful loss to me.*
>
> *The accused persons have also created a false and fabricated high value unregistered Memorandum of Understanding dated 04.10.2014 by forging my signature. I have never executed any such MOU, the said MOU has been created with an intention to cheat me and illegally claim right over my property. It is also learnt that accused persons have submitted the said forged MOU before the Hon'ble Court claiming it to be original MOU, thereby misleading the Hon'ble Court.*
>
> *(Emphasis supplied)*

22. From the aforementioned contents of the complaint it is apparent that there is an allegation of forgery of the document/Memorandum Of Understanding dated 04.10.2014 and it is alleged that the said forged document is produced before the Court.

23. The Memorandum Of Understanding dated 04.10.2014 which is produced before this Court, was allegedly entered into among K.A.Ramakrishna, Bhagyamma, Thyagaraj, and Muneeraju-the complainant. The complaint however denies the execution and the allegation of forgery.

24. Sale deed in favour of Muniraju/complainant is dated 03.11.2014 and admittedly is executed after the alleged Memorandum Of Understanding. There is no reference to the said Memorandum Of Understanding dated 04.10.2014, in the sale deed dated 03.11.2014, though both the documents refer to the same properties.

25. The suits in O.S.No.881/2015 and 882/2015 are said to have been settled on 12.07.2025. In the said suits, complainant is not a party.

26. It is relevant to notice that the dispute among the accused was fought in various proceedings including the W.P. No.5891/2017 and W.A.No.338/2020. In the said proceedings the accused No.1, 2, 3 and Bhagyamma are parties. The complainant is not a party to the said disputes.

27. Vide order dated 20.02.2023, the High Court had allowed the Writ Appeal in W.A.No.338/2020 filed by Bhagyamma and accused No.2. In the said order it is also clarified that the *revenue entries made in favour of the appellants (accused No.2 and Bhagyamma) shall be subject to outcome of dispute, if any, pending between the parties*.

28. The allegation is, being fully aware that the complainant is claiming right over the same properties under a registered sale deed dated 03.11.2014, (the registration process is not fully complete) the petitioners/accused No.1 and 2 have chosen to enter into settlement on 12.07.2025 in the pending civil suit filed by accused No.3 and 4, without explicitly disclosing the complainant's claim over the property.

29. Though the learned counsel for the petitioners would urge that the sale deed dated 03.11.2014 in the name of

the complainant is not complete as the sketch which is required for registration of the document was not produced, the Court is of the view that the complaint and FIR cannot be quashed as against the petitioners at this stage as the complainant has alleged that the Memorandum Of Understanding dated 04.10.2014 is forged and not executed by him.

30. The said Memorandum Of Understanding is allegedly executed between the complainant and the accused No.1 and 2, and the complainant is disputing the execution of the said document. It is noticed that the accused No. 3 and 4 are not parties to the said document. However there is allegation of forgery against all the accused. The said document is said to be produced in the suits in O.S.No.881/2015 and 882/2015.

31. The ratio laid down by the Apex Court in ***Neeharika Infrastructure(P) Ltd. vs. State of Maharashtra***[6] does apply to the facts of the case relevant paragraph No.33.15 reads as under:

> *"33.15. When a prayer for quashing the FIR IS MADE BY the alleged accused and the court when it exercises the power under Section 482 CrPC, only has*

[6] ***(2021)19 SCC 401***

> *to consider whether the allegations in the FIR disclose commission of a cognizable offence or not. The Court is not required to consider on merits whether or not the merits of the allegations make out a cognizable offence and the Court has to permit the investigating agency/police to investigate the allegations in the FIR".*

32. From the aforementioned paragraph, it is evident that, at this juncture the Court is not required to get into the merits of the allegations. The Court is only required to see whether the allegations constitute the offence. Since, it is alleged that the complainant's signature is forged, the Court is of the view that there has to be an investigation on the allegation of forgery of the Memorandum Of Understanding dated 03.10.2014.

33. The Apex Court in ***Punit Beriwala*** *supra* has held as under:

> *"28. It is trite law that mere institution of civil proceedings is not a ground for quashing the FIR or to hold that the dispute is merely a civil dispute. This Court in various judgments, has held that simply because there is a remedy provided for breach of contract, that does not by itself clothe the Court to conclude that civil remedy is the only*

> *remedy, and the initiation of criminal proceedings, in any manner, will be an abuse of the process of the court. This Court is of the view that because the offence was committed during a commercial transaction, it would not be sufficient to hold that the complaint did not warrant a further investigation and if necessary, a trial. xxx*

34. Thus, the allegation relating to forgery of Memorandum Of Understanding dated 03.10.2014 is required to be investigated.

**On the allegation of fraudulent settlement with an intention to cheat.**

35. The relevant portion of the complaint reads as under.

> *"Without my knowledge and despite having already sold the properties in my favour and received huge consideration from me, Sri K.A. Ramakrishna and Sri B Thygaraju in collusion with Sri Ravi Kumar reddy and Sri Jagannath Reddy fraudulently entered into a compromise in the above suits and allowed a compromise decree to be passed recognizing their title, thereby causing wrongful loss to me".*

36. Though there is an allegation that the petitioners have entered into fraudulent settlement in the pending suit, the alleged act does not attract the ingredients of the offences of Section 420 of IPC. The said allegation does not attract the ingredients of Section 318 of BNS. The Court has to apply the ratio in ***Bhajanlal***, supra.

37. There is no allegation of inducement in the complainant. The complainant has not alleged that he has delivered the property to the other person because of inducement.

38. More than anything else FIR is not registered for the offences under Section 318 of BNS. The FIR referrers to the incident of 04.10.2014, i.e, in relation to Memorandum Of Understanding dated 04.10.2014. Thus, there cannot be any investigation into the alleged fraudulent settlement arrived at in the suits referred to above.

39. The Court has to hold that the contentions in the written submission on behalf of the petitioners in W.P.No.9012/2026, partly merit consideration. The Court is of the view that in so far as allegation relating the alleged

fraudulent settlement in civil suits there cannot be any criminal investigation in the facts and circumstances of this case.

40. At the same time, merely because the civil disputes are pending between the parties one cannot jump to the conclusion that the investigation into the allegation of forgery of the Memorandum Of Understanding dated 04.10.2014 has to be stalled. The petitioners/accused No.1 and 2 are the parties to the said Memorandum Of Understanding.

41. The Court has also considered the ratio in ***G.Sagara Suri,*** *supra.* In the said case, complaint was lodged by the financier on the allegation that the accused borrowed the loan by cheating the financier. The lender had also initiated the proceeding under Section 138 of Negotiable Instruments Act, 1881. Referring to the circumstances in the said case, the Apex Court came to the conclusion that the prosecution for cheating is not tenable.

42. In ***Paramjeet Bhatra*** *supra* the Apex Court noticed that the dispute arose on account of difference of opinion in a business transaction and in paragraph No.11 of the judgment it is held that in the peculiar facts of the case, the criminal

proceedings need to be quashed. Thus, it is evident that, though there was an allegation forgery and fabrication of documents relating to commercial transactions, the Apex Court proceeded to quash the criminal proceedings because of other surrounding peculiar facts and circumstances which warranted such a course of action.

43. In the instant case, the Court does not find such circumstances to quash the proceedings in so far as allegation of forgery of Memorandum Of Understanding.

44. For the reasons stated above in view of the allegation that accused/petitioners have forged the Memorandum Of Understanding dated 04.10.2014, the Court is of the view that matter requires investigation on that score. However, there cannot be any investigation relating to the alleged fraudulent settlement of the suits in O.S. No. 881/2015 and 882/2015. There cannot be any investigation into alleged offence under Section 420 of the IPC against any of the accused.

45. Hence, the following:

**ORDER**

i. The Petitions are ***allowed in part***.

ii. The FIR in Crime No.60/2026 before Hoskote Police, Bangalore District, is quashed for the offences under Section 420 of IPC.

iii. The investigation against the petitioners/ accused shall continue only in respect of allegation of forgery of the Memorandum of Understanding dated 04.10.2014.

iv. There cannot be any investigation relating to the allegation of fraudulent settlement in O.S. No.881/2015 and 882/2015 on the file of Senior Civil Judge Devanahalli.

v. The observations made in this order cannot be construed as having reflected anything on the merits of the contentions of both sides on the allegation and denial of alleged forgery of Memorandum Of Understanding dated 04.10.2014.

vi. The Court has not expressed anything on the merits of the compromise and has only held that the settlements entered into in O.S.No. 881/2015 and 882/2015 referred to above cannot be subject matter of criminal investigation by the Police.

vii. In case of any challenge to the validity of the settlement in O.S.No.881/2015 and 882/2015 referred to above, same shall be considered by the said forum on its merits.

**Sd/-**
**(ANANT RAMANATH HEGDE)**
**JUDGE**

BRN