HC-KAR

NC: 2026:KHC:60439
CRL.P No. 6032 of 2026

CNR: KAHC010275232026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 30TH DAY OF OCTOBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

CRIMINAL PETITION NO. 6032 OF 2026 (482(Cr.PC) / 528(BNSS))

BETWEEN:

MS NATASHA CHONDAMMA MADRIRA
D/O LATE MADRIRA CHITTAPPA RAVI,
AGED ABOUT 41 YEARS,
R/AT NO. 21, REHOBOTH,
1ST FLOOR, 1ST MAIN, 1ST CROSS,
RAJANNA LAYOUT, HORAMAVU AGARA,
BENGALURU- 560 043.

…PETITIONER

(BY SRI. TIMOTHY CHARLES., ADVOCATE)

AND:

MR B M HARISH REDDY
S/O B. MUNI REDDY,
AGED ABOUT 46 YEARS,
NO. 12/1, 11TH MAIN, WILSON GARDEN,
BENGALURU SOUTH TALUK,
BENGALURU- 560 030

…RESPONDENT

(BY SRI. KUMARA N., ADVOCATE)

THIS CRL.P IS FILED U/S.482(FILED U/S.528 BNSS) CR.P.C BY THE ADVOCATE FOR THE PETITIONER PRAYING TO QUASH THE ENTIRE PROCEEDINGS IN C.C.NO.8449/2026

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ARISING OUT OF PCR NO.4107/2025 PENDING BEFORE THE HONBLE XII ADDL SMALL CAUSES JUDGE AND ACMM COURT AT BENGALURU (SCCH-8) FOR THE ALLEGED OFFENCE P/US/ 138 OF NI ACT.

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

CORAM: HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

ORAL ORDER

Heard the learned counsel appearing for the petitioner and the learned counsel appearing for the respondent.

2. This petition is filed challenging the order taking cognizance of the offence punishable under Section 138 of the Negotiable Instruments Act, 1881, and also to quash the entire proceedings in C.C.No.8449/2026, arising out of PCR No.4107/2025, pending before the Court of the XII Additional Small Causes Judge and Additional Chief Metropolitan Magistrate, Bengaluru (SCCH-08).

3. The learned counsel appearing for the petitioner submits that the contents of the complaint do not disclose the

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commission of an offence punishable under Section 138 of the Negotiable Instruments Act, 1881 (for short 'the Act').

4. It is contended that the complainant has not pleaded in the complaint the date of advancing the loan, the amount of loan advanced or the amount due from the petitioner. It is further submitted that the complaint is filed solely on the basis of the dishonour of the cheque and that the notice issued under Section 138 of the Act does not refer to any loan transaction. Hence, the complaint is not maintainable and the learned Magistrate could not have taken cognizance of the offence is the submission.

5. In addition, learned counsel for the petitioner submits that, in the reply notice, the petitioner has stated that there is no loan transaction between the petitioner and the respondent. It is contended that the blank signed cheque issued by the petitioner has been misused by the complainant. The said cheque was handed over to the complainant on the assurance that the complainant would assist the petitioner in securing a loan from third parties. Thus, it is urged that the order taking cognizance is erroneous.

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6. Learned counsel appearing for the petitioner submits that, in the objection statement filed before this Court, the complainant has stated that the loan was given to the petitioner in the year 2017, as such the claim is barred by limitation.

7. Learned counsel appearing for the complainant submits that, in paragraph No.1 of the complaint, there is a reference to the multiple financial assistance/transactions between the complainant and the accused. Thus, it is contended that the pleadings in the complaint are sufficient to take cognizance of the offence.

8. Further, learned counsel submits that, even assuming that the loan was advanced in the year 2017, the cause of action under Section 138 of the Act, 1881 arises upon dishonour of the cheque and that the issuance of the cheque gives rise to a fresh cause of action, as such, the complaint is in time.

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

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10. There is no dispute that the complaint has been filed for an offence punishable under Section 138 of the Act, 1881.

11. Section 139 of the Negotiable Instruments Act, 1881, reads as under: –

> *"139. Presumption in favour of holder: It shall be presumed, unless the contrary is proved, that the holder of a cheque received the cheque of the nature referred to in section 138 for the discharge, in whole or in part, of any debt or other liability."*

12. On a bare perusal of the aforesaid provision, it is apparent that there is a presumption that the cheque has been issued towards the discharge, in whole or in part, of a legally enforceable debt or other liability. The presumption is in favour of the holder of the cheque, and it is for the accused to rebut the same.

13. At this stage, this Court cannot take a view that the presumption stands rebutted. The parties must be afforded an opportunity to establish their respective cases before the Trial Court.

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14. Insofar as the contention regarding the loan transaction of the year 2017 and the claim is time barred is concerned the case has to be considered in the light of Section 25(3) of the Indian Contract Act, 1872, and other evidence to be brought on record before the Trial Court. That being the position, this Court cannot, at this juncture, arrive at a conclusion that the complaint is barred by limitation.

15. For the aforementioned reasons, the petition is ***dismissed***.

16. All contentions kept open.

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(ANANT RAMANATH HEGDE)
JUDGE

VMB
List No.: 1 Sl No.: 1
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