IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 17TH DAY OF NOVEMBER, 2026

BEFORE

THE HON'BLE MRS. JUSTICE GEETHA K.B.

CRIMINAL REVISION PETITION NO. 1781 OF 2025

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

BETWEEN:

1. SRI N V RAMA MOHAN RAO
   (NERELLA VENKATARAMA MOHANA RAO)
   S/O RAMULU
   AGE ABOUT 64 YEARS
   R/A NO 20-105/1-8, VIVEKANANDA NAGAR
   AKIVIDU MANDALAM, OPPOSITE TO ZPH SCHOOL
   AKIVIDU WEST GODAVRI
   ANDHRA PRADESH 534235

…PETITIONER

(BY SRI.PRENEET JAIN, ADVOCATE FOR
SRI. P MAHESHA.,ADVOCATE)

AND:

1. M/S PATTABHI ENTERPRISES
   NO 85/86, 5TH CROSS, THYAGARAJA ROAD
   K R MOHALLA, MYSURU 5700040
   REP BY J B PATTABHI
   S/O JUTURU
   BHEEMANANDA GUPTA
   AGE ABOUT 56 YEARS
   OFFICE AT NO 70, 71, HOOTAGALLI INDUSTRIAL
   AREA, MYSURU 570018

…RESPONDENT

(BY SRI. ANIRUDH, ADVOCATE)

THIS CRL.RP IS FILED U/S.397 R/W 401 CR.P.C (U/S 438 R/W 442 BNSS) BY THE ADVOCATE FOR THE PETITIONER

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PRAYING TO A. SET ASIDE JUDGMENT OF CONVICTION AND ORDER OF SENTENCE DATED 26.06.2024 PASSED IN CC.NO.906/2021 BY THE HONBLE V JUDICIAL OF FIRST CLASS AT MYSURU WHICH WAS CONFIRMED BY THE HONBLE V ADDL. DISTRICT AND SESSIONS JUDGE AT MYSURU BY ORDER DATED 13.08.2025 IN CRL.A.NO.264/2024 AND ETC.,

THIS PETITION HAVING BEEN HEARD AND RESERVED ON 04.11.2026, COMING ON FOR PRONOUNCEMENT OF ORDER THIS DAY, THE COURT DELIVERED THE FOLLOWING:
CORAM: HON'BLE MRS. JUSTICE GEETHA K.B.

CAV JUDGMENT

This is the revision petition filed by the revision petitioner/accused under Section 397 read with Section 401 of the Code of Criminal Procedure, 1973 (in short, 'Cr.P.C.'), read with Sections 438 and 442 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (in short, 'BNSS, 2023'), praying for setting aside the judgment of conviction and order of sentence dated 26.06.2024 passed in C.C. No.906/2021 on the file of the V Judicial Magistrate First Class, Mysuru (in short, 'the trial Court'), which was confirmed in the judgment of appeal dated 13.08.2025 passed in Criminal Appeal No.264/2024 on the file of the V Additional District and Sessions Judge, Mysuru (in short, 'the appellate Court').

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2. The parties would be referred with their ranks, as they were before the trial Court, for the sake of convenience and clarity.

3. The complainant has filed the complaint under Section 200 Cr.P.C., praying for taking cognizance of the offence punishable under Sections 138 and 142 of Negotiable Instruments Act, 1881 (in short 'N.I.Act') against the accused and to punish him in accordance with law and to grant compensation in favour of the complainant.

4. The case of the complainant before the trial Court, in nutshell, is that the complainant supplied cartoon boxes, laminated printed boxes and printed corrugated boxes to Blue Park Sea Foods Private Limited, as per its requirements and purchase orders. There was a running account between the parties. As per the ledger account extract, a closing balance of ₹96,44,620/- was due as on 31.03.2020. In this regard, the accused issued five post-dated cheques drawn on his bank account maintained with Karur Vysya Bank Ltd., Akividu, for a total sum of

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₹1,08,00,000/-, towards discharge of the outstanding balance of ₹96,44,620/- and an additional sum of ₹8,00,000/- towards interest on the outstanding amount. Thus, according to the complainant, there existed a legally recoverable debt and liability. All the cheques were issued on 23.01.2021. The accused issued the cheques in his individual capacity, though he was the Managing Director and Chief of Blue Park Sea Foods Private Limited. Believing the representation of the accused, the complainant presented the said cheques for encashment through his banker, State Bank of India, SME Hebbal Industrial Area Branch, Mysuru. However, the cheques were returned dishonoured with the endorsement 'Funds Insufficient' on 27.01.2021. Immediately, the complainant approached the accused, but the accused did not respond properly. Hence, the complainant issued a legal notice dated 22.02.2021 through RPAD, calling upon the accused to repay the cheque amount within 15 days. The said notices were served on the accused on 05.03.2021. The accused issued a reply dated 20.03.2021, which was served on the

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complainant on 22.03.2021, wherein the accused has given an untenable reply. Hence, the complaint for appropriate reliefs.

5. After recording sworn statement of the complainant, summons issued to the accused. The accused appeared and pleaded not guilty of the offence alleged against him. After cross-examining the complainant, the statement of accused under Section 313 of Cr.P.C., was recorded wherein the accused denied the case of prosecution in *toto*. He also let in defence evidence.

6. After hearing arguments of both sides, the trial Court concluded that the accused has committed the offence under Section 138 of NI Act convicted for the same and sentenced to pay fine of ₹1,08,50,000/- and out of which ₹1,08,00,000/- shall be paid to the complainant as compensation and ₹50,000/- shall be remitted to the State.

7. Aggrieved by the same, the accused has filed the appeal before the appellate Court. After hearing the arguments, the appellate Court dismissed the appeal.

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8. Aggrieved by the same, the accused is before this Court.

9. Heard arguments.

10. The learned counsel for the revision petitioner, Sri Prereet Jain, appearing on behalf of Sri P. Mahesha, would submit that the accused had issued the cheques to one Kambhampati Ravi Chand, who died on 17.03.2020, and that the complainant misused the said cheques after his death. As per the averments made in paragraph Nos.2 and 3 of the complaint, the complainant has stated that he supplied cartoon boxes, etc., to Blue Park Sea Foods Pvt. Ltd., contending that the accused was its Managing Director. However, the accused had left the said Company in the year 2018 itself; whereas the alleged transactions, as narrated in the complaint and reflected in the ledger account extract, are pertaining to the year 2019. Hence, the accused is in no way connected with the said Company. Even otherwise, without impleading the Company as a party, the complaint filed against the accused alone is not maintainable in law.

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11. In this regard he places reliance on the judgment of the Hon'ble Apex Court in ***Aneeta Hada v/s Godfather Travels and Tours Pvt Ltd.,***[1].

12. The learned counsel for the revision petitioner would further submit that the complainant has also initiated proceedings against Blue Park Sea Foods Pvt. Ltd., before the NCLT, wherein the counter-affidavit was filed by its Managing Director, who is the son of the present accused. Merely because he is the son of the accused, the accused cannot be held liable for the transactions that have taken place between the complainant and Blue Park Sea Foods Pvt. Ltd. The accused is in no way connected with the said Company. The learned counsel would further submit that once order under Section 9 of the Insolvency and Bankruptcy Code (in short, 'IBC') are initiated, the complainant cannot claim the amount under Section 138 of the N.I. Act, because the loan was secured under insolvency proceedings.

[1] (2012) 5 SCC 661

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13. Furthermore, the contention of the accused in the present complaint is contrary to his own documents i.e. Exs.P.48 and P.49. They are the alleged pro-notes executed by the present accused in favour of the complainant for a sum of ₹54,00,000/- each on 21.01.2021 for the purpose of his family necessity and not for the aforesaid transaction reflected in the ledger account extract. In the legal notices, the complainant has not only stated about this transaction but also contended that the accused has taken hand loan. However, details of the hand loan are not mentioned. Thus, the complaint is not maintainable in law. These facts are not appreciated by the trial Court and the appellate Court in an appropriate manner. The accused need not establish his defence beyond reasonable doubt but has to establish the standard of preponderance of probabilities.

14. In this regard, he places reliance on the judgments of the Hon'ble Apex Court in ***Rajesh Jain v/s Ajay Singh***[2] and ***M.S.Narayana Menon alias Mani v/s***

[2] (2023) 10 SCC 148

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***State of Kerala and Another*[3].** When the amount due was less than the amount claimed in the cheque then the accused is entitled for acquittal.

15. The learned counsel for the respondent Sri Anirudh would submit that there is an initial presumption in favour of the complainant in respect of the subject cheques. Furthermore, to substantiate this, the accused has also executed two promissory notes as per Exs.P.48 and P.49. The ledger account extract establishes that the amount due as on 31.03.2020 is ₹96,44,620/-. The amount does not include the rate of interest. The rate of interest is added from the date of each purchase and not from the date of closure of the ledger account extract. Furthermore, the accused has not established how the cheques issued by him to one Kambhampati Ravi Chand came into the hands of the complainant. The accused has issued the cheques in his individual capacity and not as the Managing Director of Blue Parks Safe Foods Pvt. Ltd., Hence, the complaint filed against the accused alone,

[3] (2006) 6 SCC 39

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without making the Company as a party, is maintainable in law. Furthermore, the accused has not produced any material to show that he was not the Director of Blue Parks Safe Foods Pvt. Ltd., as on the date of issuance of cheques or alleged transaction between the parties. The NCLT proceedings are entirely different from the present proceedings. Even though the complainant initiated NCLT proceedings against the Company and the Company was declared insolvent, the complainant has not recovered even a single pie in the said proceedings. Considering these aspects, the trial Court and the appellate Court have correctly concluded that the accused is guilty and have convicted the accused, which requires no interference. Furthermore, the revisional jurisdiction is very limited. Hence, prayed for dismissal of the revision petition.

16. Having heard arguments of both sides, verifying the revision petition papers, the trial Court and the appellate Court records, the point that arises for consideration is:

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"Whether the revision petitioner establish perversity or grossly erroneousness in the judgment of the trial Court and appellate Court or the judgment of the trial Court and appellate Court is glaringly unreasonable or wholly unreliable or untenable and the judgment of the trial Court and appellate Court considered immaterial or irrelevant material or no material or non-consideration of any relevant material or judicial discretion has been exercised arbitrarily or capriciously ?"

17. The finding of this Court on above point is in ***'Negative'*** for the following:

REASONS

18. The revisional jurisdiction of this Court is very limited. In this regard, this Court places reliance on the Judgment of the Hon'ble Apex Court in the case of ***Kuntegowda v/s Thurubaiah in Criminal Appeal No.3654/2026, (Arising out of Special Leave Petition (Criminal) No.2247 of 2024 dated 04.08.2026*** reported in ***2026 SCC OnLine SC 1485***. In the aforesaid judgment, the Hon'ble Apex Court at paragraph Nos.7.1.

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to 7.3 has discussed the revisional jurisdiction of this Court, which reads as follows:

> *"7.1 This Court, in the State of Maharashtra vs. Jagmohan Singh Kuldip Singh Anand, (2004) 7 SCC 659 observed that the High Court, in exercise of its revisional jurisdiction, cannot embark upon an in-depth roving re-examination of the oral evidence and medical evidence and come to a conclusion contrary to the consistent one reached by two courts below. In the facts of the present case, in the impugned judgment, the High Court gravely erred in upsetting the concurrent findings of conviction of the trial Court and the Appellate Court by substituting its own conclusions and reasoning on the merits of the case and thereby erred in setting aside the well-reasoned and correct judgement and orders of the trial and appellate Courts.*
>
> *7.2 Upon perusal of the impugned judgment and order dated 06.10.2023, it is apparent that the High Court went into great detail into each of the testimonies, documents and merits of the case which could have been avoided especially when the subject matter had come under its revisional jurisdiction. Instead, acting as an appellate Court, the High Court deemed it fit to go into the merits of the case, something which is generally impermissible unless a glaring contradiction is*

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apparent on the face of record. In State of Kerala vs. Puttumana Illath Jathavedan Namboodiri, (1999) 2 SCC 452, while considering the scope of the revisional jurisdiction of the High Court this Court has laid down the following:

> *"5.... In its revisional jurisdiction, the High Court can call for and examine the record of any proceedings for the purpose of satisfying itself as to the correctness, legality or propriety of any finding, sentence or order. In other words, the jurisdiction is one of supervisory jurisdiction exercised by the High Court for correcting miscarriage of justice. But the said revisional power cannot be equated with the power of an appellate Court nor can it be treated even as a second appellate jurisdiction. Ordinarily, therefore, it would not be appropriate for the High Court to reappreciate the evidence and come to its own conclusion on the same when the evidence has already been appreciated by the Magistrate as well as the Sessions Judge in appeal, unless any glaring feature is brought to the notice of the High Court which would otherwise tantamount to gross miscarriage of justice. On scrutinizing the impugned judgment of the High Court from the aforesaid standpoint, we have no hesitation to come to the conclusion that the High Court exceeded its jurisdiction in interfering with the conviction of the Respondent by reappreciating the oral evidence...."*

7.3. The contours for exercise of revisional jurisdiction has been well settled by the judicial dicta of this Court wherein time and again it has been

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observed that the High Court shall not interfere with the orders of the lower Court unless:

i. The order or finding of the lower Court is perverse, grossly erroneous, glaringly unreasonable or wholly unreliable or untenable in law.

ii. The lower Court has passed the impugned order after considering an immaterial or irrelevant material or no material at all.

iii. There is a non-consideration of any relevant material or the judicial discretion has been exercised arbitrarily or capriciously."

19. Thus, only if the judgment of the trial Court confirmed by appellate Court is perverse or grossly erroneous, or grossly unreasonable, or wholly unreliable, or wholly untenable, or the trial Court considered an immaterial or irrelevant, material or no material or not at all relevant material or judicial discretion has been exercised arbitrarily and capriciously, the revisional Court can interfere with such judgment.

20. The alleged offence in this case is the offence under Section 138 of NI Act; to attract the offence under

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Section 138 of NI Act, the complainant has to satisfy the following ingredients:

(i) that there exists legally enforceable debt;

(ii) that the cheque was drawn from the account of bank of the accused for the discharge in whole or in part of any debt or other liability;

(iii) that the cheque has been presented to the bank within a period of six months from the date on which it is drawn or within the period of its validity, whichever is earlier;

(iv) that cheque so issued has been returned due to insufficiency of funds;

(v) the payee or the holder in due course of the cheque makes a demand for the payment of the said amount of money by giving a notice in writing to the drawer of the cheque, within 30 days of the receipt of information by him from the bank regarding the return of the cheque as unpaid;

(vi) the drawer of such cheque fails to make payment of the said amount of money to the payee or the holder in due course of the cheque within 15 days of the receipt of the said notice;

(vii) Filing of the complaint within a month from the date of expiry of the grace period of fifteen days before a Metropolitan Magistrate or a Judicial Magistrate not below first class.

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21. If the aforementioned ingredients are satisfied, then there shall be a presumption under section 139 of the N.I. Act. Always, the cheque is a bill of exchange and thus there shall be a presumption under Section 118 of the NI Act. There is also statutory presumption under Section 139 of NI Act that there exists legally recoverable debt and the cheque is issued for recovery of legally recoverable debt either wholly or in part. But the presumptions available under Section 118 and 139 of the NI Act are rebuttable presumptions.

22. With this background, the facts of the present case are to be analysed and to verify whether the trial Court and the appellate Court have not examined the records produced by either party or erroneously appreciated the evidence.

23. The case of the complainant in nutshell is that one Blue Park Sea Foods Pvt. Ltd., approached the complainant's Company and as per its request, the complainant has supplied cartoon boxes etc., to said Company. There was a running account between them. As

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on 31.03.2020, the amount in balance was ₹96,44,620/-. For recovery of said loan, the accused has issued 5 post dated subject cheques worth ₹1,08,00,000/- i.e. 4 cheques for ₹25,00,000/- each and one cheque for ₹8,00,000/- which includes that principal amount and the interest.

24. In the complaint, the complainant has not mentioned the rate of interest claimed. Even in the invoices produced by the complainant, the rate of interest is not mentioned. The ledger account extract establishes that the outstanding amount was ₹96,44,620/- as on 31.03.2020.

25. The subject cheques are dated 23.01.2021. They were presented for encashment, but were dishonoured with the endorsement 'Funds Insufficient'. The complainant received the bank endorsements on 27.01.2021. The complainant issued five separate legal notices as per Exs.P.11 to P.15, dated 22.02.2021. They were served on the accused on 05.03.2021, and the accused has given separate replies as per Exs.P.16 to P.20

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on 20.03.2021. Later, the complainant filed the complaint on 27.04.2021.

26. The accused has not disputed his signature on the cheques and admitted that the cheques were issued from his bank account.

27. Once the complainant establishes the above facts, he has established clause No.(iii) to (vii) of the ingredients of Section 138 of NI Act.

28. When the complainant establishes the aforesaid facts, definitely the presumptions under Sections 118 and 139 attracts. They reveal that there exist a legally recoverable debt and for repayment of said legally recoverable debt either in part or in whole, the accused has issued those cheques; those cheques are issued for consideration and the accused has issued those cheques on the dates mentioned in the cheques. However, all these presumptions are rebuttable one.

29. The accused can rebut the presumptions either by giving reply to legal notice or by cross-examining the

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complainant or by leading his evidence or by all the above three modes.

30. In the instant case, the accused has given reply to legal notice, cross-examined the complainant and also let in defence evidence. Hence, he has used all the above three modes. Furthermore, the accused need not rebut the presumption beyond reasonable doubt. However, he can rebut the presumption only with the standard of preponderance of probabilities.

31. In this regard in ***Rajesh Jain's*** case cited supra at paragraph No.44, the Hon'ble Apex Court held as follows:

> *"44. Therefore, in fine, it can be said that once the accused adduces evidence to the satisfaction of the Court that on a preponderance of probabilities there exists no debt/liability in the manner pleaded in the complaint or the demand notice or the affidavit-evidence, the burden shifts to the complainant and the presumption "disappears" and does not haunt the accused any longer. The onus having now shifted to the complainant, he will be obliged to prove the existence of a debt/liability as a matter of fact and his failure to prove would result in dismissal of his complaint case. Thereafter, the presumption under Section 139 does not again come to the complainant's rescue. Once both parties have*

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adduced evidence, the Court has to consider the same and the burden of proof loses all its importance. [Basalingappa v. Mudibasappa [Basalingappa v. Mudibasappa, (2019) 5 SCC 418 : (2019) 2 SCC (Cri) 571 : AIR 2019 SC 1983] ; see also, Rangappa v. Sri Mohan [Rangappa v. Sri Mohan, (2010) 11 SCC 441 : (2010) 4 SCC (Civ) 477 : (2011) 1 SCC (Cri) 184 : AIR 2010 SC 1898]]"

32. Thus, the accused has to rebut the presumption by standard of preponderance of probability.

33. The contention of the accused is that as per the complaint averments, the transaction was between the complainant and the Blue Park Sea Foods Pvt. Ltd., and the accused is not its director. Furthermore, the subject cheques are not the cheques issued on behalf of the Company but they were issued in individual capacity. The lealrned counsel for the accused would submit that anyway when the transaction was between the complainant and the Company, the complainant has to make the Company as accused.

34. In this regard, in ***Aneeta Hada***'s case cited supra at paragraph Nos. 53 to 56 held as follows:

"53. It is to be borne in mind that Section 141 of the Act is concerned with the offences by the company. It makes

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the other persons vicariously liable for commission of an offence on the part of the company. As has been stated by us earlier, the vicarious liability gets attracted when the condition precedent laid down in Section 141 of the Act stands satisfied. There can be no dispute that as the liability is penal in nature, a strict construction of the provision would be necessitous and, in a way, the warrant.

54. In this context, we may usefully refer to Section 263 of Francis Bennion's Statutory Interpretation where it is stated as follows:

"A principle of statutory interpretation embodies the policy of the law, which is in turn based on public policy. … The court presumes, unless the contrary intention appears, that the legislator intended to conform to this legal policy. A principle of statutory interpretation can therefore be described as a principle of legal policy formulated as a guide to legislative intention."

(emphasis supplied)

55. It will be seemly to quote a passage from Maxwell's The Interpretation of Statutes (12th Edn.):

"The strict construction of penal statutes seems to manifest itself in four ways: in the requirement of express language for the creation of an offence; in interpreting strictly words setting out the elements of an offence; in requiring the fulfilment to the letter of statutory conditions precedent to the infliction of punishment; and in insisting on the strict observance of technical provisions concerning criminal procedure and jurisdiction."

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> *56. We have referred to the aforesaid passages only to highlight that there has to be strict observance of the provisions regard being had to the legislative intendment because it deals with penal provisions and a penalty is not to be imposed affecting the rights of persons, whether juristic entities or individuals, unless they are arrayed as accused. It is to be kept in mind that the power of punishment is vested in the legislature and that is absolute in Section 141 of the Act which clearly speaks of commission of offence by the company. The learned counsel for the respondents have vehemently urged that the use of the term "as well as" in the section is of immense significance and, in its tentacle, it brings in the company as well as the Director and/or other officers who are responsible for the acts of the company and, therefore, a prosecution against the Directors or other officers is tenable even if the company is not arraigned as an accused. The words "as well as" have to be understood in the context."*

35. On careful perusal of Section 141 of the NI Act and the principles noted in ***Anita Hada's*** case as stated above; when the offence is by the Company then the other person vicariously liable is the person who is in-charge of day-to-day affairs of the Company. Thus, the Company as well as the person who is in-charge of the day-to-day affairs of the Company shall be made as the accused.

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36. With this background, the present case is to be analyzed to know whether the cheques were issued by the accused on behalf of the Company as its Managing Director or in any capacity of the Company in any designation of the Company or whether the cheques were issued in his individual capacity.

37. The cheques produced in this case clearly reveal that the cheques are signed by the accused in his individual capacity and the bank account is his individual bank account and not the bank account of the Company. If the offence is committed by the Company, then, the Company shall be made as party to the case. However, as the cheques were issued by the accused in his individual personal capacity; the case against the present accused is maintainable in law. Hence, even though the Company is not made as party, the accused is liable to make payment to the complainant because admittedly, the cheques are issued by the accused in his individual capacity; knowing fully well that he is issuing his personal cheques, he has issued them to the complainant.

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38. This is more so when the accused has taken the contention that the cheques were issued to one Kambhampati Ravi Chand and after his death, the cheques were manipulated by the complainant; however, he failed to establish the fact of issuing cheques to Kambhampati Ravi Chand for the reasons stated below.

39. In the reply notice, the accused has taken contention that he has issued the subject cheques to one Kambhampati Ravi Chand s/o late Kanakya for the purpose of business and at that time there were blank signed cheques and those blank signed cheques were misused by the complainant. But as it is the initial burden of the accused to establish that he has issued blank signed note cheques to Kambhampati Ravi Chand which were misused by the complainant; he has not examined any witness to substantiate it. In this regard, in the cross-examination, he has deposed that one Krishnamurthy was in his office and through said Krishnamurthy he has given cheque to Kambhampati Ravi Chand. He does not know what is the relationship between the complainant and

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Kambhampati Ravi Chand but Krishnamurthy told that Kambhampati Ravi Chand and the complainant were friends and doing business together of Tirupathi temple. In this regard, the complainant denied the suggestion that he has received the subject cheques from the family members of Kambhampati Ravi Chand and filed the case. He further denied the suggestion that the accused has issued the blank signed cheques to Kambhampati Ravi Chand and after his death, he received those cheques from his family members and filed the false case.

40. Thus, the defence taken by the accused that he has issued blank signed cheques to one Kambhampati Ravi Chand who died on 17.03.2020 and then the complainant misused them and filed the present case is not acceptable one.

41. Furthermore, the complainant to substantiate his contention has produced two pro-notes as per Exs.P.48 and P.49 executed by the accused. In those pro-notes, the accused has stated that he has taken hand loan of ₹54,00,000/- each from the complainant and agreed to

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repay the same with interest at 1%. These pro-notes are dated 21.01.2021.

42. The complainant has produced the pro-notes only as collateral evidence and not as the main evidence. Mainly, he relies on the cheques to substantiate his contention. According to Ex.P.44, the Form No.DIR-12, the Managing Director of Blue Park Sea Foods Pvt. Ltd., is the son of accused by name Neralla Venkatarama Mohan Rao and not the accused. However, as discussed above, when the cheques were issued by the accused in his individual capacity, who was the director of the Blue Park Sea Foods Pvt. Ltd., who is the managing director of said Company is irrelevant to decide the present case. The case cannot be filed even against its director and the Company because the accused in his individual capacity issued the cheques knowing the consequences. The transaction of selling cartoon boxes etc., by the complainant may be to Blue Park Sea Foods Pvt. Ltd., and not to the accused; but by acknowledging the amount due, the accused has issued the subject cheques in favour of the complainant.

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Furthermore, the accused has executed the pro-notes in favour of the complainant. Thus, even though only ₹96,44,620/- and odd amount was due from the Company as on 31.03.2020, the accused voluntarily issued the subject cheques to the complainant for the sum of ₹1,08,00,000/- and failed to rebut the burden that those cheques were not for consideration. He failed to establish that there was no existence of legally recoverable debt. Even according to the accused, at one point of time he was the Managing Director of the Blue Park Sea Foods Pvt. Ltd. Under these circumstances, the cheques were issued by the accused for recovery of legally recoverable debt.

43. Hence, this Court passes the following:

ORDER

i) The Criminal Revision Petition is ***dismissed.***

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(GEETHA K.B.)
JUDGE

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