HC-KAR

NC: 2026:KHC:60543
CRL.RP No. 1829 of 2025

CNR: KAHC010779612025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 30TH DAY OF OCTOBER, 2026

BEFORE

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

CRIMINAL REVISION PETITION NO. 1829 OF 2025

BETWEEN:

MR. BALAJI P R
S/O. P.S. RAGHAVENDRA,
AGED ABOUT 54 YEARS
PROPRIETOR, R B ELECTRONICS,
NO.203, KAMARAJ ROAD, BENGALURU,
R/AT NO. 1/1, 1ST FLOOR, 4TH A CROSS,
KANAKAGIRI MAIN ROAD, ROSE GARDEN,
NEAR OM SHAKTI TEMPLE, OM SHAKTI LAYOUT,
BANJARA LAYOUT, BENGALURU - 560 113.

…PETITIONER

(BY SRI. B.S. JEEVAN KUMAR, ADVOCATE)

AND:

MRS. KAVYA SHENDGE,
W/O SRI NARESH SHENDGE,
AGED ABOUT 47 YEARS,
R/AT W104, V M MEADOWS APARTMENTS,
NO.57/1, HORAMAVU MAIN ROAD
BENGALURU - 560 043.

…RESPONDENT

(BY SRI. AYUB KHAN K, ADVOCATE)

THIS CRL.RP IS FILED U/S 397 R/W 401 OF CR.P.C (U/S 438 R/W 442 BNSS) PRAYING TO a) SET ASIDE THE JUDGEMENT DTD 12.09.2025 PASSED BY THE C/C IV ADDL.

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CITY CIVIL AND SESSIONS JUDGE, MAYO HALL UNIT, AT BENGALURU IN CRL.A.NO.25154/2025.

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

CORAM: HON'BLE MRS. JUSTICE GEETHA K.B.

ORAL ORDER

Both parties present and identified by their respective counsels. Both sides have filed joint memo dated 30.02.2026. The relevant terms of joint memo are extracted as follows:

> "*The petitioner has made an offer to the respondent to settle the above matter and has agreed to repay the entire cheque and the fine amount of Rs.8,81,400/- to the respondent, in monthly and quarterly installments.*
>
> *The petitioner has agreed and undertakes to pay a sum of Rs.10,000/- every month on or before 12th of each month and apart from the said monthly payment, the petitioner agrees to pay every Quarter/every Third month an additional sum of Rs.20,000/-*

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along with the monthly installment of Rs.10,000/- before the end of each and every Quarter, to the respondent without any default.

The petitioner has agreed and undertaken to pay such additional amounts as and when received by the petitioner apart from the above said minimum payments of Rs.50,000/- every Quarter.

The petitioner has agreed and undertaken to clear/repay the entire cheque and fine amount of Rs.8,81,400/- on or before 31.03.2031 as per the due dates detailed herein below:

Sl. No.	*Due Date within which the amount to be repaid*	*Minimum Amount to be repaid by the Petitioner as on the due date*
1)	*On or before 31st October 2026*	*Rs.10,000/-*
2)	*On or before 31st December 2026*	*Rs.50,000/-*
3)	*On or before 31st December 2027*	*Rs.2,50,000/-*
4)	*On or before 31st December 2028*	*Rs.4,50,000/-*
5)	*On or before 31st*	*Rs.6,50,000/-*

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	December 2029	
6)	*On or before 31st December 2030*	*Rs.8,50,000/-*
7)	*On or before 31st March 2031*	*Rs.8,81,400/-*

The petitioner shall make the repayments as per the payment schedule in time without any default, and in the eventuality of any default even for a single month/quarter, the respondent shall be entitled to obtain FLW and NBW or an open warrant of arrest of the petitioner from the learned Trial/jurisdiction Magistrate Court.

The respondent has agreed for the above settlement subject to the condition that the petitioner shall not commit any default even for a single monthly/quarterly repayment in terms of the repayment schedule as detailed herein above.

The petitioner has specifically agreed that in the event of any default of repayment by the petitioner in any given month or Quarter, the respondent shall entitled to obtain a Fine Levy Warrant and Non-bailable warrant against the petitioner. And in such an

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eventuality the petitioner shall be liable to repay the entire balance cheque and fine amount due as on the date of default and also liable to undergo imprisonment apart from the said repayment of the entire balance cheque and fine amount.

Both the parties crave leave of this Hon'ble Court to keep the FLW and NBW issued by the learned Trial/Magistrate Court in abeyance till the repayment of the entire cheque and fine amount of Rs.8,81,400/- (Rupees Eight lakh Eighty One Thousand & Four Hundred only) by the petitioner to the respondent.

The irreparable hardship and grave inconvenience will be caused to the parties if the above joint memo is not taken on record and appropriate orders are passed in accordance with law."

2. On enquiry and on verification of joint memo, the settlement between parties is voluntary and lawful one. Hence, joint memo is accepted.

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3. The revision petition is ***disposed of*** in terms of the joint memo.

4. In view of settlement between parties, the issuance of FLW and NBW is kept in abeyance.

5. In view of settlement between parties, Rs.5,000/- towards State expenses imposed as fine is set aside.

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(GEETHA K.B.)
JUDGE

SSD
List No.: 1 Sl No.: 1