



NC: 2026:KHC:34279
CRL.RP No. 816 of 2026
C/W CRL.RP No. 817 of 2026
CRL.RP No. 821 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 7TH DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE H.P.SANDESH

CRIMINAL REVISION PETITION NO. 816 OF 2026

C/W

CRIMINAL REVISION PETITION NO. 817 OF 2026

CRIMINAL REVISION PETITION NO. 821 OF 2026

IN CRL.RP No. 816/2026:

BETWEEN:

1. SRI T KARTHIK RAJA
AGED ABOUT 39 YEARS,
S/O. SRI. THYAGARAJ,
M/S. A.K. INTERNATIONAL,
NO.66, 2ND RIGHT CROSS,
PUTTAPPA COLONY,
NEW THIPPASANDRA,
BENGALURU-560 075.

...PETITIONER

(BY SRI. A. ABHINAV RAMANAND, ADVOCATE)

AND:

1. SRI V M PRABHAKAR
AGED ABOUT 49 YEARS,
S/O. LATE V.K. MADHAVAN,
M/S. MARUTHI GINGER TRADERS,
MAIN ROAD, KUDIGE,
KUSHALNAGAR HOBLI,
SOMWARPET TALUK,
KODAGU-571 234

...RESPONDENT

(BY SRI. VIJAYA RAGHAVA SARATHY H.M., ADVOCATE)





NC: 2026:KHC:34279

CRL.RP No. 816 of 2026

C/W CRL.RP No. 817 of 2026

CRL.RP No. 821 of 2026

THIS CRL.RP IS FILED U/S.397 R/W 401 CR.P.C (U/S 438 R/W 442 BNSS) PRAYING TO SET ASIDE THE JUDGMENT PASSED BY THE I ADDL. DISTRICT AND SESSIONS JUDGE, KODUGU-MADIKERI IN CRIMINAL APPEAL NO.81/2025 DATED 12.02.2026 CONFIRMING THE JUDGMENT AND ORDER DATED 16.04.2025 PASSED BY THE COURT OF THE CIVIL JUDGE AND JMFC AT KUSHALNAGAR IN C.C.NO.435/2016, AND THEREBY ACQUIT THE PETITIONER AND ETC.

IN CRL.RP NO. 817/2026:

BETWEEN:

1. SRI. T. KARTHIK RAJA,
AGED ABOUT 40 YEARS,
S/O. SRI. THYAGARAJ,
M/S. A.K. INTERNATIONAL,
NO.66, 2ND RIGHT CROSS,
PUTTAPPA COLONY, NEW THIPPASANDRA,
BENGALURU-560 075.

...PETITIONER

(BY SRI. A. ABHINAV RAMANAND, ADVOCATE)

AND:

1. SRI. V.M. PRABHAKAR,
AGED ABOUT 57 YEARS,
S/O. LATE V.K. MADHAVAN,
M/S. MARUTHI GINGER TRADERS,
MAIN ROAD, KUDIGE, KUSHALNAGAR HOBLI,
SOMWARPET TALUK,
KODAGU - 571 234.

...RESPONDENT

(BY SRI. VIJAYA RAGHAVA SARATHY H.M., ADVOCATE)

THIS CRL.RP IS FILED U/S.397 R/W 401 (FILED



NC: 2026:KHC:34279

CRL.RP No. 816 of 2026

C/W CRL.RP No. 817 of 2026

CRL.RP No. 821 of 2026

U/S.438 R/W SEC.442 BNSS) PRAYING TO SET ASIDE THE JUDGMENT PASSED BY THE I ADDL. DISTRICT AND SESSIONS JUDGE, MADIKERI IN CRL.A.NO.82/2025 DATED 12.02.2026 CONFIRMING THE JUDGMENT AND ORDER DATED 16.04.2025 PASSED BY THE COURT OF THE CIVIL JUDGE AND JMFC AT KUSHALNAGAR IN C.C.NO.436/2016 AND THEREBY ACQUIT THE PETITIONER.

IN CRL.RP NO. 821/2026

BETWEEN:

1. SRI. T. KARTHIK RAJA,
AGED ABOUT 40 YEARS,
S/O. SRI. THYAGARAJ,
M/S. A.K. INTERNATIONAL,
NO.66, 2ND RIGHT CROSS,
PUTTAPPA COLONY, NEW THIPPASANDRA,
BENGALURU-560 075.

...PETITIONER

(BY SRI. A. ABHINAV RAMANAND, ADVOCATE)

AND:

1. SRI. V.M. PRABHAKAR,
AGED ABOUT 49 YEARS,
S/O. LATE V.K. MADHAVAN,
M/S. MARUTHI GINGER TRADERS,
MAIN ROAD, KUDIGE,
KUSHALNAGAR HOBLI,
SOMWARPET TALUK,
KODAGU-571 234.

...RESPONDENT

(BY SRI. VIJAYA RAGHAVA SARATHY H.M., ADVOCATE)

THIS CRL.RP IS FILED U/S.397 R/W 401 CR.P.C (U/S 438 R/W 442 BNSS) PRAYING TO SET ASIDE THE



NC: 2026:KHC:34279
CRL.RP No. 816 of 2026
C/W CRL.RP No. 817 of 2026
CRL.RP No. 821 of 2026

JUDGMENT PASSED BY THE I ADDL. DISTRICT AND SESSIONS JUDGE, MADIKERI IN CRIMINAL APPEAL NO.80/2025 DATED 12.02.2026 CONFIRMING THE JUDGMENT AND ORDER DATED 16.04.2025 PASSED BY THE COURT OF THE CIVIL JUDGE AND JMFC AT KUSHALNAGAR IN C.C.NO.434/2016, AND THEREBY ACQUIT THE PETITIONER.

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

CORAM: HON'BLE MR. JUSTICE H.P.SANDESH

ORAL ORDER

These revision petitions are filed by the revision petitioner and since the petitioners and the respondents are one and the same in all the matters, all the matters are taken up together.

2. The factual matrix of case of the complainant before the trial Court in all the cases while initiating the proceedings under Section 138 of Negotiable Instruments Act, 1881 (hereinafter referred to as 'N.I. Act' for short) the complainant is a reputed grower, trader and



NC: 2026:KHC:34279

CRL.RP No. 816 of 2026

C/W CRL.RP No. 817 of 2026

CRL.RP No. 821 of 2026

merchant of quality green ginger at Kudige, Kushalnagar Hobli, Somwarpet Taluk, Kodagu District and on coming to know the same, the accused came to Kudige and started to deal with the complainant and was regularly purchasing green ginger from the complainant at Kudige and used to transport the same at his own costs and consequences of the accused in the lorries and vehicles of the accused with a clear understanding and assuring the complainant that RMC invoices, bills, permits would be the concern and responsibility of the accused and that the accused would look after the same and whenever the accused was unable to come over to Kudige, personally the accused wanted the complainant to supply green ginger to the accused and that RMC invoices, bills, permits would be the concern of the complainant. The accused came down to Kudige and purchased from the complainant at Kudige, Kushalnagar, 1,000 each bags of quality green ginger of 'Rigodi' variety, each bag weighing 60 kgs at the rate of Rs.1,500/- for each bag of green ginger and towards the payment of the



NC: 2026:KHC:34279

CRL.RP No. 816 of 2026

C/W CRL.RP No. 817 of 2026

CRL.RP No. 821 of 2026

amount, the accused issued the cheques in favour of the complainant on different dates pertaining to all the three cases, informing the complainant that the said Cheque for Rs.15,00,000/- each would be honoured by the Bank on presentation of the Cheque on the due date mentioned in all the cheques or on subsequent dates which are mentioned below.

Case No.	Cheque No. and Date	Amount in Rs.
CrI.RP.No.816/2026	000090/10.03.2016	Rs.15,00,00,000/-
CrI.RP.No.817/2026	000089/08.03.2016	Rs.15,00,00,000/-
CrI.RP.No.821/2026	000087/29.02.2016	Rs.15,00,00,000/-

3. It is also stated in the complaint that to his utter surprise that he received a notice dated 13.03.2016 from the accused in all the three cases making false statement and demanding the complainant to send to the accused, in support of RMC bills towards the supply taken from the side of the accused to the complainant's Canara Bank on account basis till date and claiming that the rates are fixed by APMC Committee and that it is the duty of the complainant to provide the RMC invoices to verify the



NC: 2026:KHC:34279

CRL.RP No. 816 of 2026

C/W CRL.RP No. 817 of 2026

CRL.RP No. 821 of 2026

same and account the same and that the other suppliers of the accused from other parts of Karnataka have been providing clear supporting of RMC bills with quantity, rate consignee name AK International and further the accused demanded the complainant to return back four cheques from Bank of Baroda which was allegedly given as PDC cheques and that the complainant had failed to provide the alleged supporting documents such as RMC bills and that once the complainant M/s. Maruthi Ginger Trading to consignee favouring AK International, the accused would submit the same to his accounts and verify the pending balance if any, payable as the accounts team of the accused allegedly felt that complainant had collected alleged excess on account payments and beyond RMC fixed rates and that purportedly the accused had received the huge claims from his customers due to the alleged using of substandard mesh bags, let of pilferage, weight loss, blackish colour ginger supplied and rotten 99% and the complainant states that the said allegations made in



NC: 2026:KHC:34279
CRL.RP No. 816 of 2026
C/W CRL.RP No. 817 of 2026
CRL.RP No. 821 of 2026

the said notice are all false allegations and are made only to dupe the complainant of his money due to the complainant by the accused and knock off the green ginger purchased by the accused from the complainant.

4. It is further stated that to his utter shock that he received another notice dated 15.03.2016 from the accused, claiming that the accused had been making payments through the Canara Bank account of the complainant and as well as by cash on various occasions on account basis and that the accused had allegedly requested the complainant to submit his bills supported by RMC bills in the name of the accused and that the complainant had failed to honor the alleged request of the accused for a long time and that it was obvious to understand that RMC permits are mandatory as an supporting documents for the invoice of the complainant in the name of the accused as regards to the value claimed by the complainant that in the absence of same, the accused was unable to reconcile his account as to



NC: 2026:KHC:34279

CRL.RP No. 816 of 2026

C/W CRL.RP No. 817 of 2026

CRL.RP No. 821 of 2026

understand the dues receivable or payable towards the supply by the complainant continued till the end of February, 2016 and that the accused had brought to the notice of the complainant that his overseas buyers at the other end had reported pilferage and weight loss of the material and that the complainant had allegedly supplied due to alleged application of improper bags and used for packing with alleged inadequate mess in addition to the alleged reported receipt of material in fungus form and that 3 cheques were allegedly given as security at the commencement of the transaction had been revoked and the complainant states that statements made by the accused are all false, tissues of imagination.

5. It is the case of the complainant that when the cheques in all the three cases are presented towards the legal liability for encashment on 24.03.2016 and to his utter surprise, the cheques were returned by the bank with an endorsement 'payment stopped by drawer' and the same is done deliberately to defeat the claim of the



NC: 2026:KHC:34279
CRL.RP No. 816 of 2026
C/W CRL.RP No. 817 of 2026
CRL.RP No. 821 of 2026

complainant. Thereafter, the complainant issued legal notice to the accused in all the three cases on 25.04.2016 and the same was duly served on the accused and untenable reply was given and the accused did not turn up to comply the demand. Hence, the complainant was filed against the accused, cognizance was taken and the accused was secured. He did not plead guilty and claims the trial.

6. In order to prove the case, the complainant examined himself in each cases as P.W.1 and also examined another witness by name Sanjay B C as P.W. 2. and got marked documents and on the other hand, the accused also examined himself as D.W.1. The trial Court having considered both oral and documentary evidence and particularly evidences of P.W.1 and P.W.2, comes to the conclusion that the accused has purchased ginger from the complainant and as against the same, the cheques are issued and later on immediately letters are sent demanding RMC bills. Further, the trial Court also taken



NC: 2026:KHC:34279

CRL.RP No. 816 of 2026

C/W CRL.RP No. 817 of 2026

CRL.RP No. 821 of 2026

note of the admission on the part of D.W.1 in the cross-examination with regard to the RMC bill is concerned where there is a clear admission on the part of D.W.1 that is extracted in paragraph number 18 of the judgment in all the cases that no need of bills and the same are not mandatory and the same is his concern. and passed the judgment of conviction and order of sentence against the accused for the offence punishable under Section 138 of Negotiable Instruments Act,1881 (hereinafter referred to as 'N.I.' Act for short) in C.C.No.435/2016, C.C.No.436/2016 and also in C.C.No.434/2016 convicted and sentenced the accused. The same is challenged before the appellate Court in Criminal Appeal Nos.81/2025, 82/2025 and 80/2025 respectively. The appellate Court also having reassessed both oral and documentary evidence available on record comes to the conclusion that there is no dispute with regard to the purchase of ginger and also the issuance of the cheque and the defence which was taken was not substantiated by



NC: 2026:KHC:34279

CRL.RP No. 816 of 2026

C/W CRL.RP No. 817 of 2026

CRL.RP No. 821 of 2026

the accused by placing the evidence before the Court. Even no rebuttal evidence by the accused as required under Section 139 of the N.I. Act in view of the defence which was taken.

7. Further, the appellate Court having reassessed both oral and documentary evidence available on record comes to the conclusion that the trial Court has not committed any error in appreciating the evidence available on record and even with regard to the case of defence of which was taken by the accused was also discussed in paragraph No.39. The appellate Court also considered the evidence of P.W.1 and P.W.2 in paragraph Nos.17 and 19 regarding quantity of the ginger which was purchased and also taken note of admission on the part of the D.W.1 during the course of cross-examination in paragraph Nos. 22, 23, 24, 25, 26, 27, 28 and 29 summed up the case of the complainant and accused and comes to the conclusion that the trial Court has not committed any error. Against



NC: 2026:KHC:34279
CRL.RP No. 816 of 2026
C/W CRL.RP No. 817 of 2026
CRL.RP No. 821 of 2026

the finding of the trial court and also the appellate Court, the present revision petitions are filed before this Court.

8. The main contention of the counsel appearing for the revision petitioner before this Court that the cheques marked as Ex.P1 in all the three cases and it is evident that the cheque has been issued by the entity, namely M/s. A. K. International. The complaint also discloses that the transactions in question pertaining to the supply of goods to the said entity. However, the complainant has not initiated the proceedings under Section 200 of Cr.PC against M/s. A. K. International, which is the drawer of the cheque. Further, the counsel also submits that the complainant ought to have made the AK International as party to the proceedings and without prejudice to the above aspects, he contend that it is pertinent to the case of the complainant that complainant has not made out the case to invoke Section 138 of N.I. Act.



NC: 2026:KHC:34279

CRL.RP No. 816 of 2026

C/W CRL.RP No. 817 of 2026

CRL.RP No. 821 of 2026

9. Further, it is contend that the revision petitioner has produced the passport, boarding pass and bills marked as Exs.D1 to D4 to demonstrate that he was travelling at the relevant time, he is not in Kushalnagar. The counsel also would vehemently contend that when the accused was not personally visited and purchased them, the question of proving the liability on the part of revision petitioner does not arise. The counsel would vehemently contend that answer elicited from the mouth of P.W.1 is nothing but rebuttal of the case of the complainant by placing on record the documents as well as the evidence. The counsel would vehemently contend that the trial Court committed an error in relying upon the evidence of P.W.2, that who is claimed to be an employee of M/s. A. K. International, credentials to the effect are not furnished. The evidence of P.W.2 is tailor-made and prepared at the instructions of the complainant and no weight-age could be given to the evidence of P.W.2.



NC: 2026:KHC:34279

CRL.RP No. 816 of 2026

C/W CRL.RP No. 817 of 2026

CRL.RP No. 821 of 2026

10. Per contra, the counsel appearing for the respondent would vehemently contend that there is no dispute with regard to the purchase of ginger, only after the purchase of ginger, a notice was sent in all the three cases and he further contend that when the notice of demand was made with regard to the RMC bill is concerned, the same is admitted in the cross examination of D.W.1 that no such bills are required while transporting the ginger and the same is extracted by the trial Court in paragraph No.18 of the judgment. Apart from that, categorical admission was made by D.W.1 that whatever the ginger was purchased from the complainant, the same was sold to the others. The said admission was also taken note of by the trial Court in paragraph Nos.18, 19, 20 and 21. Even the trial Court also taken note of the admission on the part of D.W.1 with regard to the transaction is concerned and the evidence of D.W.1 remains very clear that the transaction was taken place between the complainant and the accused and the accused failed to



NC: 2026:KHC:34279

CRL.RP No. 816 of 2026

C/W CRL.RP No. 817 of 2026

CRL.RP No. 821 of 2026

rebut the presumption. As such, the trial Court convicted and sentence the accused. The same is confirmed by the appellate Court and there are no grounds made out by the revision petitioner to prove his case.

11. Having heard the learned counsel for revision petitioner as well as the learned counsel for respondent in all the three cases, it is not in dispute that the transaction is with regard to purchase of ginger by the accused from the complainant and the same is sold to other persons. It is also the specific case of the complainant in all the three cases that the accused has purchased 1,000 bags of ginger at the rate of Rs.1,500/- per bag from the complainant, the subject of matter of cheques are issued by the accused in favour of complainant and the accused also admitted the issuance of cheques but only taken the defence that RMC bills are required while transporting the ginger. Further, the notice was issued by the accused for the purchase of ginger against the accused at the instance of complainant and to that effect, the admission is taken



NC: 2026:KHC:34279
CRL.RP No. 816 of 2026
C/W CRL.RP No. 817 of 2026
CRL.RP No. 821 of 2026

note of by the trial Court in paragraph No.18 of its judgment and extracted his admission and no need of RMC bills and the same is not mandatory and he sold the ginger what he had purchased from the complainant. Apart from the evidence of P.W.2, with regard to presence of revision petitioner on the date of transaction is concerned, the revision petitioner has produced the documents at Exs.D1 to D4 i.e. passport, boarding pass and hotel bills before the appellate Court and the same was taken note of in paragraph No.39 of its judgment.

12. Further, with regard to P.W.2 is concerned, he is the employee of the accused who has purchased the ginger from the complainant on behalf of the accused even though the accused was not in station. The trial Court as well as the appellate Court have not committed an error in considering both oral and documentary evidence available on record, rightly come to the conclusion that the accused has not disputed the issuance of Cheques in all the three cases and his signature on it. Once the issuance of



NC: 2026:KHC:34279

CRL.RP No. 816 of 2026

C/W CRL.RP No. 817 of 2026

CRL.RP No. 821 of 2026

Cheques and the signature are admitted, statutory presumptions under Sections 118 and 139 of N.I.Act arise in favour of the complainant and the burden lies on the accused to rebut the presumption. The accused failed to rebut the presumption and no documents are produced to substantiate his case before the trial Court but before the appellate Court, the accused has produced his passport, boarding pass and hotel bills to substantiate that he was on abroad during the relevant point of time and this does not mean that he can escape from his liability and also the very admission on the part of accused that RMC bills are not required while transporting the ginger and the same is taken note of and extracted by the trial Court in paragraph No.18 of its judgment and the evidence of P.W.2 who is the employee of accused is clear that he had purchased the ginger on behalf of accused. Hence, I do not find any grounds to entertain these revision petitions and the scope of revision is very limited that is only when the orders of trial Court as well as appellate Courts suffers from its



NC: 2026:KHC:34279
CRL.RP No. 816 of 2026
C/W CRL.RP No. 817 of 2026
CRL.RP No. 821 of 2026

legality and correctness. Accordingly, I proceed to pass the following:

ORDER

Criminal Revision petitions are ***dismissed***.

Sd/-
(H.P.SANDESH)
JUDGE

SSD
List No.: 1 Sl No.: 46