

**Common order below Exh.1**  
**(Passed on 02/04/2026)**

<b>Nature of application</b>	<b><u>Anticipatory Bail u/s.482 of BNSS.</u></b>
------------------------------	--

**Crime details**

<b>Crime No.48/2026</b>	<b><u>Dated : 04/03/2026</u></b>
-------------------------	----------------------------------

<b>Police Station</b>	<b><u>Bund Garden</u></b>
-----------------------	---------------------------

<b>Offences</b>	<b><u>316(2), 318(4), 3(5) of BNS.</u></b>
-----------------	--

<b>Applicant</b>	<b>Chan Seok Jung – accused no.1 (Bail Application No.1274/26)</b> <b>Kamlesh Kale – accused no.2 (Bail Application 1273/26)</b>
------------------	---

**FIRST BAIL APPLICATION**

**Common order below Exh.1**  
**(Passed on 02/04/2026)**

1. Perused the applications for anticipatory bail. Both the anticipatory bail applications arise out of crime viz. CR No.48/2026 of P.S. Bund Garden for offence u/sec.318(4) and 316(2) r/w 3(5) of BNS (equivalent to Sec.406, 420 r/w sec.34 of IPC). The applicant in anticipatory bail application No.1274/2026 is accused no.1 Chan Seok Jung, while applicant in anticipatory bail application No.1273/2026 is accused no.2 Kamlesh Kale in the said crime. Thus, both the applications are decided by this common order.

2. The factual background in which the present applications came to be filed is as under :

..2.. **Bail Application 1273/2026 and 1274/2026**

The complainant Shweta Salunkhe and her husband Sachin Salunkhe are directors of one Eumsig Foodworks Pvt. Ltd. The accused no.1 Chan Seok Jung, a Korean national, is director of one Reliefa Hospitality LLP and Rainbow Lifestyle Factory Pvt. Ltd. The accused no.1's firm Reliefa Hospitality was registered trade mark owner of brand "**CAFE PETER**". The said brand has chain of about 29 franchisees in the city of Pune. By an agreement of transfer dtd.31/03/2022, the accused no.1 had agreed to transfer the said trade brand to the complainant's firm. An assignment deed coupled with registered power of attorney also came to be executed in favour of the complainant's firm/company for a consideration of Rs.5 crores. As per the terms, the consideration was paid/payable as under :

- (i) Prior to effective date on 09/12/2020 and 23/12/2020, a sum of Rs.10 lakhs was already credited to the bank account of accused no.1, the receipt whereof was duly acknowledged.
- (ii) Rs.1.9 crores was payable on the closing date.
- (iii) Balance consideration of Rs.2.5 crores was to be held back for a period of 2 years from the closing date to secure the performance of the obligations of accused no.1 under the agreement.

3. It was the case of complainant as per the F.I.R. that out of the above, an amount of Rs.2,04,93,000/- already stood paid till 05/03/2022. The balance consideration was to be paid as per the aforesaid terms. Accordingly, having contracted to purchase the brand as above, the complainant firm started paying wages of cooks and workers, earlier working for accused no.1. The complainant subsequently on 12/07/2024, also got the brand

..3.. **Bail Application 1273/2026 and 1274/2026**

“**CAFE PETER**” registered in its name as the registered trade mark owner. Subsequently, as the time for renewal of the franchisees, 29 agreements came, the complainant issued notices to the respective franchisees. However, the complainant was shocked to learn that the accused no.1 had surreptitiously sold out the said brand to accused no.2, an existing franchisee, for Rs.10 lakhs, in the name of accused no.2's firm Exceller Sports and Entertainment Pvt. Ltd. From thereon, the accused persons were bullying the franchisees to pay royalty to them, and were else forcing them to close the franchisee outlet. While some of the franchisee outlet were also closed down, the accused persons illegally opened new franchisee outlets of “**CAFE PETER**” at Nigadi, Phoenix Mall, Wakad, Punawale and Kothrud in 2024, and started reaping profits therefrom. The complainant thus alleged that the accused no.1, by dishonestly and illegally transferring the “Peter Cafe” brand to accused no.2, and renewing the franchisees in their names, had earned illegal profits of Rs.11 crores. This they did despite the existence of agreement dtd.31/03/2022, for transferring the brand in their name. The complainant further alleged the the accused no.1 was Korean national, and was staying in India, without a valid Visa, for which reason, he had received a notice from Foreign Registration office (FRO). Thus, following the above nature of report lodged against the present accused persons, F.I.R. for the above offences came to be registered against accused persons. Consequently, they were issued notices by the I.O. to appear for investigation. Following the same, both the accused have approached this court for protection against arrest by their respective anticipatory bail applications.

4. It is submitted on behalf of the applicant/accused

..4.. **Bail Application 1273/2026 and 1274/2026**

no.1 that a false offence has been registered against him, while the matter is purely a civil dispute. The accused no.1 alleged that he was induced and coaxed into entering into agreement dtd.31/03/2022. He had immediately issued notice of cancellation of agreement by e-mail dtd.02/05/2022. Thereafter, the complainant did nothing for next one and half years. On 28/08/2023, the complainant filed a suit for specific performance bearing Special CS No.39/2023. The applicant/accused no.1 appeared therein and questioned the maintainability of the suit on account of existence of arbitration clause in the agreement. Resultantly, by order dtd.25/01/2024, the civil court held the suit to be untenable and directed the complainant/plaintiff to invoke arbitration, as per the terms of the agreement. However, since 25/01/2024, till date, the complainant has not invoked arbitration. The accused no.1 further submitted that on 25/01/2024, he entered into a MOU with Exceller Sports and Entertainment Pvt. Ltd., owned by accused no.2 for sale/transfer of trade mark "**CAFE PETER**". The accused no.1 claims that this was a valid and legal transaction. No offence could be said to be made out of the same. On 10/03/2025, complainant filed police complaint with Commissioner of Police Pimpri Chinchwad. The accused persons were called and their statements were recorded. Pursuant thereto, the police found that no criminal offence was made out. Thus, no F.I.R. was registered. Having failed in the attempt to get F.I.R. registered with Pimpri Chinchwad police commissionerate, the complainant and her husband, using their clout, lodged another police complaint on 10/11/2025 with EOW of Pune police. The same was forwarded to Bund Garden police station, following which, the present offence i.e. F.I.R. No.48/2026 came to be registered against the accused persons on

04/02/2026. The accused no.1 claimed that he had issued notice for investigation. He had promptly attended the police on 2 occasions and cooperated in the investigation. The complainant, however, is trying to put a criminal jacket on the civil dispute and humiliate him by getting him arrested. Thus, the accused no.1 seeks protection against wrongful arrest.

5. The accused no.2 Kamlesh Kale claims himself to be bonafide purchaser of the trade mark "*CAFE PETER*", from accused no.1, the original owner of the trade mark by MOU dtd.25/01/2024. The accused no.1 had already informed all the franchisee by e-mail dtd.25/04/2022 that there was no change in ownership of the brand. The accused no.2 further claims that it was the complainant who tried to infringe his trade mark, following the same, he filed Commercial Suit No.32/2025 in the name of his firm Exceller Sports and Entertainment Pvt. Ltd. against the complainant's firm Eumsig Foodworks Pvt. Ltd. for injunction. By order dtd.20/09/2025, the commercial court had granted a status-quo in favour of the applicant/accused no.2. There is no criminality involved in the aforesaid transaction, or even any allegation on that account against the applicant/accused no.2. Since he is valid purchaser of the brand, he may be granted protection against arrest.

6. The complainant also appeared in the proceedings to intervene and objected to grant of protection against arrest. The complainant submitted that it was not just a civil dispute, but there was prima-facie criminal case of cheating and dishonesty. During existence of agreement dtd.31/03/2022, the accused no.1 failed to honour the commitments. The complainant paid amounts aggregating Rs.34.93 lakhs by bank transfer to the accused no.1 firm, besides paying for salaries, event expenses,

..6.. **Bail Application 1273/2026 and 1274/2026**

legal charges, cash payment, all aggregating to Rs.3.41 crores. The accused no.1 pocketed all these sums, and still surreptitiously transferred the brand to accused no.2 for apparent consideration of Rs.10 lakhs, only to deprive the complainant of the legitimate right of the brand name accrued under the agreement. The brand was also registered in their name on 12/07/2024. The accused no.1 is a dishonest person. He has been overstaying in India without valid Visa. He has 138 N.I. cases pending against him for dishonour of cheques. While illegally transferring the brand to accused nos.2, he failed to return the complainant's amount received from time to time. The dishonest intent and criminal breach of trust is evident. Hence, bail be rejected.

7. Learned APP for the State also supported the contentions of the complainant and submitted that the investigation papers show the payment of amount up to Rs.2,04,93,000/- made by the complainant to the accused no.1 under the transfer agreement dtd.31/03/2022. The investigations further reveal that without cancelling the agreement in favour of complainant, and without returning the amounts paid by complainant, the accused no.1 surreptitiously transferred the franchisee to Exceller Sports and Entertainment Pvt. Ltd., of the accused no.2. The complicity of accused no.2 is evident as none of the accused persons have disclosed for what amount, the said transfer was made. The intent was to defraud the complainant and deprive the complainant of their rights to do their business under the trade mark "**CAFE PETER**". There are multiple complaints of fraud against the accused no.1, a Korean national. Custodial interrogation is, therefore, necessary. Hence, anticipatory bail be rejected.

8. I have given due consideration to the rival

submissions, the papers placed for perusal, and the facts emerging therefrom.

9. From the perusal of the papers placed before this court, following facts come to fore.

(i) The agreement dtd.31/03/2022 was executed between complainant and the accused no.1, whereby it was expressly agreed to transfer the well known brand “**CAFE PETER**” to the complainant’s firm for the consideration stated in the agreement.

(ii) The agreement was coupled with registered irrevocable power of attorney.

(iii) Under the said arrangement of transfer, the complainant was supposed to receive profits out of the franchisees outlets given to different franchisees.

10. As a matter of fact, however, on 02/05/2022, the accused no.1 sent a cancellation notice to the complainant, alleging that he was induced to enter into transfer agreement, instead of a licence agreement, with sole intention to cheat, by paying an amount of Rs.25 lakhs only, in return of alleged transfer of brand. The said notice was replied back by the complainant’s advocate. Thereafter, the accused no.1 on 09/07/2022, sent a mail to all the franchisees in continuation of his earlier mail dtd.25/04/2022, that the accused no.1 has issued cancellation of agreement notice to the complainant and is in further process of instituting a cancellation suit before the competent court of law in India. As a matter of fact, however, the accused no.1 never actually instituted such suit for cancellation.

11. It is to mention here that the cancellation e-mail notice dtd.02/05/2022 alleges inducement and cheating. For that

**..8.. Bail Application 1273/2026 and 1274/2026**

matter, it even threatens to initiate criminal action under the provisions of Indian Penal Code. One therefore wonders what prevented the accused no.1 from initiating such criminal action and why he did not file any civil suit for cancellation of agreement. Having perused the agreement dtd.31/03/2022, it certainly does not emerge to be a voidable agreement, so as to cancel it on mere whims by simple issuance of cancellation notice. Once having entered into the contract coupled with irrevocable power of attorney, parties are bound by the terms of contract, unless the same is declared to be null and void or declared to be cancelled by competent court of law. Such concluded contract cannot be rescinded by a simple cancellation notice.

**12.** The above aspect would be more clear from Clause 4.7 of the agreement dtd.31/03/2022, which expressly bars the accused no.1 from terminating the agreement under any circumstances. Rather, as per Clause 12.2, the said option of termination of agreement by notice of 7 days is available only to the complainant. Thus, the accused no.1 could never have terminated the agreement by sending a simple notice.

**13.** Moreover, even assuming the contract dtd.31/03/2022 to be a voidable one, there are certain obligations under law when the person chooses to rescind the contract. Section 64 of the Contract Act entails the consequences of recession of voidable contract. It clearly prescribes that the party who opts to rescind the contract, has to return the benefits received therefrom, and restore such benefist to the other party. Thus, going by the word of law, if the accused no.1 indeed felt himself to be induced and cheated, it was expected of the accused no.1 to file a suit for cancellation of the agreement, and deposit

with the court the amount of Rs.25 lakhs, as admitted to have been received by him in the cancellation notice dtd.02/05/2022. However, it was not so done by accused no.1. Neither with the cancellation notice, the accused no.1 transferred the amount of Rs.25 lakhs by RTGS or issued a cheque to offer return of money. The dishonest intent of accused no.1 thus prima-facie apparent.

**14.** Furthermore, the agreement dtd.31/03/2022 includes an arbitration clause 15.2. The said clause clearly stipulates that in case of arisal of dispute, it has to be first resolved by mutual consultation within 10 days, and if it still remains unresolved, the dispute has to be referred for arbitration tribunal comprising of 3 arbitrators. As a matter of fact, if the accused no.1 felt that he was induced and cheated, then one wonders why he did not invoke arbitration to resolve the dispute or get it adjudicated. No justification comes from the advocate for accused on that count.

**15.** On the other hand, it is seen that it is the complainant who sincerely approached the civil court for specific performance of agreement dtd.31/03/2022. The accused no.1, on the other hand, objected to the maintainability of the suit, instead of making a counter-claim for cancellation of agreement or declaring it to be null and void on account of alleged inducement and cheating. The accused no.1 of course sought to harp on the fact that the complainant later did not invoke arbitration proceedings when the court held the suit to be not maintainable. However, the accused no.1 does not explain why he did not invoke arbitration initially when he felt to be cheated, induced and deceived, as per his e-mail notice dtd.02/05/2022.

**16.** It is further seen that on 25/01/2024, the civil court held the commercial suit to be not maintainable on account of

existence of arbitration clause. However, on the same day, the accused no.1 surreptitiously executed a transfer deed of the brand "**CAFE PETER**" in favour of accused no.2, for an undisclosed consideration. It is pertinent to note here that neither the accused no.1 nor the accused no.2 have disclosed as to for what amount of consideration this transfer was effected. None of these 2 accused have filed copy of the transfer deed on record. This only goes on fortify a belief that it was a surreptitious transfer, put up as a facade to deprive the complainant of his lawful rights accrued under the agreement dtd.31/03/2022 which was not yet formally cancelled by an order of the court.

17. Applicant/accused no.2 has claimed himself to be the bonafide purchaser of the brand "**CAFE PETER**". As a matter of fact, however, his own pleadings and contentions reveal that he was very much associated with accused no.1 and was aware of the dealings between the complainant and the accused no.1, since 15/12/2021. The para 18 of his own application reveals so. Till date, accused nos.1 and 2 have not disclosed the amount of consideration paid for the transfer dtd.25/01/2024 in favour of accused no.2. No copy of transfer deed is placed on record. Thus, there is still a mystery as to the quantum of undisclosed consideration. The complainant has stated in the F.I.R. that the said transfer was made for Rs.10 lakhs. Well, if that is so, it certainly smacks of malafide, as the fact show that when the transfer agreement dtd.31/03/2022 was entered, the consideration admittedly was more than Rs.25 lakhs.

18. Thus, having considered the aforesaid facts in totality, it certainly does not emerge to be a case of innocent businessman rescinding the contract, and the dispute being a civil dispute. The allegations prima-facie reflect elements of cheating and criminal

breach of trust. The dishonest intent, appears to have germinated on 25/04/2022, within a month, when accused no.1 e-mailed to the franchisees that the brand ownership was still with him. It then became very clear on sending of cancellation notice dtd.02/05/2022 by e-mail, wherein, the accused no.,1 alleged inducement and cheating, but did not offer to return the benefits received under the agreement. What followed thereafter was a surreptitious transfer to the accused no.2, despite existence of dispute. These facts certainly need a deeper probe, and thus I feel that custodial interrogation would indeed be necessary to recover the dishonestly pocketed amount under the agreement.

**19.** So also, it is observed that there are allegations of accused no.1, a Korean national, overstaying in India despite expiry of Visa, and receiving a notice from FRO office for the same. By order dtd.18/03/2026, this court had categorically directed accused no.1 to file copy of his valid Visa for stay in India. However, still he has not done so. Therefore, this aspect also needs a deeper probe. If the accused no.1 is found to be staying in India without a valid Visa, then, the first things that needs to be done is to prosecute him under the Immigration and Foreigners Act, 2025, and deport him.

**20.** Thus, for the reasons recorded herein above, I do not find any merits in the application for anticipatory bail. Hence, I pass the following order.

**ORDER**

Applications are rejected.

**Date : 02/04/2026**

**(S.S. Kanthale)**  
**Addl. Sessions Judge, Pune.**

..12.. **Bail Application 1273/2026 and 1274/2026**