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**IN THE COURT OF THE LXIII ADDL.CITY CIVIL &
SESSIONS JUDGE (CCH-64) AT BENGALURU**

Dated this the 11th day of August, 2026.

: PRESENT :

Sri. I. P. Naik

**LXIII ADDL.CITY CIVIL & SESSIONS
JUDGE, BENGALURU CITY.**

Crl.Misc.No.7752/2026

Petitioner :

- 1 Smt. Lipsa Priyadarshini Acharya,
Aged about 26 years,
Aged about 26 years,
Managing Director,
Authorised Representative of
VYBE CABS 9OPC0
PRIVATE LIMITED,
Havin office at
No.941/1, Hulimavu Main Road,
Pai Layout,
Bengaluru-560 076.

(Accused No.1/Petitioner No.1)

- 2 Jyothi Pavan
Aged about 23 years,
Strategy & Operations Manager/
Authorised Representative of

VYBE CABS 9OPC0
PRIVATE LIMITED,
Having office at
No.941/1, Hulimavu Main Road,
Pai Layout,
Bengaluru-560 076.

(Accused No.2/Petitioner No.2)
(By D.L-Advocate)

-V/s-

Respondent : State of Karnataka by
Station House Officer,
Hulimavu, Police Station,
Bengaluru City.

Represented by State of Karnataka
by learned Public Prosecutor
City Civil Court Complex,
Bengaluru.

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ORDER ON BAIL PETITION

The petitioner No.1 & 2 /accused No.1 & 2 have filed this petition under Section 482 of B.N.S.Sanhita-2023, seeking for grant of anticipatory bail in connection with the offence punishable U/s.316(2), 318(4), 126(2), 127(2),

351(2), 352 r/w. Sec.3(5), of BNSS 2023 registered in 294/2026 by Hulimavu, Police Station.

2. The brief facts of the case:-

The petitioner No.1 & 2 met with the defacto complainant and taken their trust by saying that they have let out number of vehicles to different companies for rent. Further she has given assurance that, she will hire 500 cars and manage to ear rent of Rs.11/- crore to Rs.12/- crores per month. The defacto complainant believed the words of the petitioner No.1 and handedover the vehicle. Initially they have paid Rs50,000/- then, they both have failed to pay the mount, then, the defacto complainant found that they have bee cheated and the petitioners have committed criminal breach of trust. Further, whenever he demanded for payment, at the time, the petitioners have abused in filthy language and rudely behaved with the defacto

complainant. Hence, the defacto complainant filed complaint.

3. The petitioners have filed this petition for grant of anticipatory bail on the ground that the allegations made in the complaint is totally contractual obligation. Mere breach of contract will not amounts to cheating and breach of trust. In order to harass the petitioners false complaint is lodged. They have mentioned in the agreement that any dispute arisen regarding contract, it shall be decided through Arbitration only. The alleged offence is not punishable with death or imprisonment for life. The petitioners hails from respected family having deep roots in the society. The petitioners are ready to abide to any conditions imposed by this court. Hence, prays to allow the petition.

4. As against this, the learned PP filed objections along with IO report wherein take contention investigation is under process, hence, at this stage, if the petitioners are released on bail, there is chance of absconding, hampering or tampering the prosecution witnesses. Hence, prays to reject the bail petition.

5. Heard both sides.

6. The following point that would arise for my consideration are :

1. Whether the petitioner/accused is entitled for grant of anticipatory bail in connection with the offence punishable U/s.316(2), 318(4), 126(2), 127(2), 351(2), 352 r/w. Sec.3(5), of BNSS 2023 registered in 294/2026 by Hulimavu, Police Station.?
2. What order?

7. By considering the bail petition, objections and on hearing of the parties, my answer to above points is as under:-

Point No.1: In the Affirmative,

Point No.2: As per final order

----- for the following

REASONS

8. **POINT NO.1** :- The learned counsel for petitioners submitted that, admittedly there is breach of contract between both the parties and initially the petitioner made payment to the defacto complainant. In this regard, produced E-mails, it discloses that the petitioner is not having intention to cheat the defacto complainant. In order to harass the petitioners, they have filed this petition. the allegations made in the complaint is commercial transaction. Mere breach of contract does not amounts to cheating or criminal breach of trust. In this regard, the

learned counsel for the petitioners has relied on the following decisions;-

2024 INSC 48
Jay shri & Anr Vs. State of Rajasthan
(2018) 11 SCC 673
Paramjeet Batna Vs. State of Uttarakhand
(2006) 6 SCC 736
Indian Oil Corporation Vs. NEFC India Ltd & Ors
(2023) 15 SCC 135
Usha Chakraborty & Anr Vs. State of West
(2024) 11 SCC 687
Sachin Garg Vs. State of Uttar Pradesh & Anr.

9. Further, the learned counsel for the petitioners submitted that they are ready to abide to any conditions imposed by this court.

10. As against this, the learned PP submitted that, investigation is under process. Further, the petitioners have shown a photo of them with the Chief Minister to influence the defacto complainant. Hence, at this stage, if the petitioner is released on bail, there is chance of absconding,

hampering or tampering the prosecution witnesses. Hence, prays to reject the bail petition.

11. I have carefully perused the material on record. Admittedly, the petitioners and defacato complainant entered into contract as per the agreement dated 24.05.2026, accordingly, any dispute arise between the parties they have to resolve the dispute through amicable resolution as through arbitration. The petitioners have paid initial amount to the defacto complainant regarding vehicle usage charges. In this regard, they have produced payment receipts and E-mails exchanged. The defacto complainant has accepted the amount. Later on, the amount was increased. At that time, the complainant filed complaint before the respondent police. Without touching the merits of the case, on prima-facie it discloses that there is breach of contract. In this case, the petitioner No.1 is a woman. The entire transaction is based on the documentary evidence.

The alleged offences are not punishable with death or imprisonment for life. *By* considering these aspects, I am of the opinion that the petitioners are entitled for grant of anticipatory bail. Apprehension of prosecution can be resolved by imposing certain stringent conditions. Hence, **I answer point No.1 in the Affirmative.**

12. **POINT NO.2:** In view of the discussion made on the above said point, I proceed to pass the following:

O R D E R

The petitions filed by petitioners No.1 & 2/accused No.1 & 2 U/s.482 of B.N.S.Sanhita-2023 is hereby allowed.

In the event of arrest of petitioners in connection with the offence punishable U/s.316(2), 318(4), 126(2), 127(2), 351(2), 352 r/w. Sec.3(5), of BNSS 2023 registered in 294/2026 by Hulimavu, Police Station, they shall

be released on anticipatory bail by obtaining personal bail bond of Rs.1,00,000/- each, with one surety for like sum with following conditions:-

1. The petitioners shall not tamper or hamper the prosecution witness of evidence in any manner.

2. They shall appear before IO within 20 days from the date of this order.

3. They shall not directly or indirectly make any inducement, threat, or promise to any person, who acquainted facts of the case.

4. They shall leave the India without the previous permission of this Court.

If custodial interrogation of the petitioner is required to I.O, is at liberty to investigate by taking custody of petitioners by obtaining prior permission of this court.

Further, if any one condition violated by the petitioners, it is made clear that, above anticipatory bail orders automatically stands cancelled.

(Dictated to the Stenographer, corrected by me then pronounced in the open court on this the 11th day of August, 2026)

(Sri. I. P. Naik)
LXIII ADDL.CITY CIVIL & SESSIONS
JUDGE, BENGALURU CITY.

(Order typed vide separate sheet)

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(Sri. I. P. Naik)
LXIII ACC & SJ
BENGALURU CITY.