KADK010034312026

Presented on : 29-07-2026
Registered on : 29-07-2026
Decided on : 10-08-2026
Duration : 0 years 0 month 12 days

IN THE COURT OF THE II ADDL. DISTRICT & SESSIONS JUDGE, D.K., MANGALURU

Present:
SRI. JAGADEESH V.N.
B.A., M.L.,
II Addl. District & Sessions Judge,
Dakshina Kannada, Mangaluru

Dated this the 10th day of August 2026

Crl.Misc./657/2026

Petitioner:

Mr. Raneesh Joseph,
S/o. Joseph,
Aged about 43 years
R/at Flat No.003,
Dev Plaza, Kadri,
Nantoor, Mangaluru.

(By Sri. Sandeep C., Advocate)

Versus

Respondent:

State of Karnataka
Represented by Public Prosecutor
D.K., Mangaluru.

(By learned Public Prosecutor,
D.K., Mangaluru)

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ORDER ON THE PETITION FILED UNDER SECTION 482 OF THE BHARATIYA NAGARIK SURAKSHA SANHITA, 2023

The petitioner has filed this petition under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023, seeking grant of anticipatory bail in Crime No.134/2025 of Mangaluru North Police station registered for the offences punishable under Sections 318, 336, 335 of B.N.S.

2. Shri M. K. Zahir Abbas has filed a private complaint before the Magistrate. It was stated in the complaint, the accused No. 1 was running ladies paying guest in the name of U. R. S Hotels Private Limited, Balmatta Road, Mangalore. The first accused approached

the complainant and put a proposal of partnership for the business run by him. The complainant after verifying in and out of the business of accused No.1 agreed to become a partner of the business. The first accused made a partnership deed and shown the complainant as a partner. The name of partnership firm was 'Zara Homes'. Their permanent account number was also obtained in the name of Zara Homes. The complainant invested a sum of ₹50,00,000/- for the business. The entire amount was transferred in the name of first accused from South Indian Bank, Mangaluru branch. In terms of the partnership deed, one partner cannot take any independent decision without a consent of another partner. Trade license was also obtained from City Corporation to run a business in the name of Zara Homes. When this being was the position, the accused No. 1 without the consent and without the knowledge of complainant, transferred the Zara Homes business in the name of accused No. 2 and also entered into agreement on 01.07.2025 with the accused No. 2. The first accused never put forth the proposal of transfer of business in the name of accused No. 2 with the complainant. The agreement entered by the accused No.1 with the accused No. 2 does not disclose the partnership deed as stated above. The first accused is fully aware that Zara Homes is a partnership firm and he never disclosed the said accept in the agreement dated 01.07.2025. So the intention of the first accused was to cheat the complainant and to earn unlawfully. The third accused without holding any authority, entered into agreement for lease with first accused on 24.11.2024. Much earlier to that, one Ganesh Shenoy as a managing director of U.R.S Hotels Provide Ltd. entered consent deed. So it is made clear that entire building is in the name of U.R.S Hotels Private Ltd. The third accused does not have any authority to enter into lease deed with first accused. The said lease deed was made and shown to the complainant in order to extract money from the complainant unlawfully and for their gain. Later on one more lease deed was executed by accused No.4 in the name of accused No.2 stating that she is the owner of the premises bearing Door No.14-2-99/5,6,7,8, entire second to fifth floor of U.R.S Hotel bearing door No.14-2-99/9, 99/10(1), 10(2), 14-2-99/11 and 14-2-99/12. At the time of execution of the lease deed, the complainant was not given his consent. On the other hand, the entire transaction was initiated by the accused No.1 without obtaining permission from the complainant as she is the owner of Zara Home. Thereby the accused persons have cheated the complainant in the business. Despite lodging the complaint before the police, they have not taken any action on the complaint. Hence he filed private complaint before the learned Magistrate. The trial Court referred the matter under Section 175(3) of B.N.S.S. to the concerned police for investigation. Based on the reference, the police have registered case in Crime No.134/2025 for the offence punishable under Sections 318, 336, 335 of B.N.S.

3. It is contented by learned counsel for the petitioner that the petitioner has no way concerned to the alleged offence. The co-accused has already been granted bail by this court. A false complaint was filed by the complainant only to harass the petitioner. The petitioner is permanent resident of the address mentioned in the cause title of the petition and carrying out business.

Hence, the counsel for petitioner seeks to enlarge him on bail.

4. Learned Public Prosecutor also filed objection. Learned Public Prosecutor contends the complaint averments clearly indicate the complainant had invested huge amount of ₹ 50,00,000/- and with an intention to cheat the complainant, the accused have created another partnership firm and running the business. The petitioner accused No.1 though received notice did not co-operate with the investigation and after registration of case, he has changed his resident address. If at this stage petitioner accused No.1 is enlarged on bail, definitely he would tamper the prosecution witnesses and flee from justice and seeks to reject the bail application.

5. I have heard, learned counsel for the petitioner/accused and learned Public Prosecutor for State.

6. Having heard, counsel for petitioner and learned Public Prosecutor for State and on perusal of material placed on records, the following points that arise for my consideration;

1. Whether petitioner has made out reasonable grounds to enlarge him on anticipatory bail in the event of his arrest?

2. What order?

7. My findings to the above points are as follows;

Point No.1:- Affirmative

Point No.2:- As per the final order, on the following reason;

REASONS

8. **Point No.1**: The material placed on record indicates the accused No.1 was running a hotel business. The material placed on record further indicates subsequently accused No.1 entered into a partnership deed with the complainant to run the very same business and accused No.1 made the complainant to invest ₹50,00,000/-. Accordingly the complainant invested a sum of ₹ 50,00,000/- to the partnership firm. The material placed on record indicates the complainant invested said sum of ₹ 50,00,000/- through account transfer as could be seen from the bank statement produced by complainant. According to the complaint

averments, now the accused No.1 with an intention to cheat complainant changed the partnership firm by entering into an agreement with accused Nos.2 and 3 and running separate business in the same hotel running a PG. The material placed on record indicates the accused Nos. 2 and 3 have entered into an agreement with accused No.1 to run the business.

9. The present petition is filed by accused No.1. The major allegation made by the complainant is against accused No.1. According to the complainant, the accused No.1 with an intention to cheat the complainant entered into an agreement with accused Nos.2 and 3. The documents placed on record indicate there was a partnership firm between accused No.1 and complainant earlier and now the accused No.1 has entered into an agreement with accused Nos. 2 and 3 to run the business. It is the specific allegation made against the accused No.1 that with an intention to cheat the complainant, he has changed the firm business and entered into an agreement with accused Nos. 2 and 3. The entire transaction between the complainant and accused Nos.1 to 4 is a financial and business

transaction. It is the specific apprehension of the prosecution that if the accused is released on bail, he would flee from country and not available for investigation. The said apprehension can be met with putting some conditions. Considering the nature of allegations, I am of the opinion that the petitioner is entitled to be enlarged on bail. Hence, I answer point No.1 in the 'Affirmative'.

10. **Point No.2**:- In view of aforesaid reasons, I proceed to pass the following;

ORDER

The petition filed under Section 482 of Bharatiya Nagarik Suraksha Sanhita, 2023 by the petitioner is hereby allowed.

The petitioner shall be released on bail in the event of his arrest in Crime No.134/2025 by Mangaluru North Police Station, for the aforesaid offences subject to following conditions:

1. He shall execute a personal bond for Rs.1,00,000/- with one surety for the

likesum to the satisfaction of the Investigating officer.

2. He shall appear before Investigating Officer within 15 days from today and cooperate for investigation.

3. He shall not leave the jurisdictional place till the completion of investigation and filing charge sheet.

4. He shall co-operate for completion of investigation.

5. He shall not tamper with the prosecution witnesses.

6. He shall appear before the jurisdictional court regularly.

7. He shall not involve in any crime or commit the similar crime.

(Dictated to the SG-I, typed by her, corrected and then pronounced by me in the Open court, on this the 10th day of August 2026)

(JAGADEESH V.N.)
II Addl. District & Sessions Judge,
D.K., Mangaluru.

JAGADEESH V N

Digitally signed by JAGADEESH V N
Date: 2026.08.10 17:46:10 +0530