HC-KAR
NC: 2026:KHC:63717
CRL.P No. 3539 of 2026
CNR: KAHC010164202026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 17TH DAY OF NOVEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

CRIMINAL PETITION NO. 3539 OF 2026 (482(Cr.PC) / 528(BNSS))

BETWEEN:

SRI D. VENKATESH
S/OF DYAPAYYA @ DYAPEGOWDA N.
AGED ABOUT 62 YEARS
FORMER DIRECTOR OF
ACHIEVERS OF
VIDHYA KENDRA FOUNDATION
R/AT NO.209, D.G.COMPLEX
OPP. TO SURYA CITY
ATTIBELE HOBLI, ANEKAL TALUK
BENGALORE RURAL DISTRICT
PIN 560 081

AND ALSO R/AT
NO.20G, IGGALUR
CHANDAPURA CIRCLE
CHANDAPURA, ANEKAL TALUK
BANGALORE – 560 081.

...PETITIONER

(BY SRI H.P. LEELADHAR, ADVOCATE)

AND:

1. STATE OF KARNATAKA
   BY SURYANAGAR POLICE STATION
   REP. SPP, HIGH COURT BUILDINGS
   BANGALORE – 560 001.

2. SRI YOGESH

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S/OF LATE KALEGOWDA
AGED ABOUT 45 YEARS
BUSINESS, R/AT NO.7/1
BACK SIDE OF MILK DIARY
KACHANAYAKANAHALLI VILLAGE
JIGANI HOBLI, ANEKAL TALUK
BANGALORE DISTRICT-562 106.

…RESPONDENTS

(BY SRI RANJITH KUMAR N., HCGP FOR R1;
SRI SOMASHEKHAR RAJAVAMSHI, ADVOCATE FOR R2)

THIS CRL.P IS FILED U/S 482 CR.PC (FILED U/S 528 BNNS) PRAYING THAT TO QUASH THE ORDERS DATED 09.01.2026 PASSED BY THE PRL.DISTRICT AND SESSIONS JUDGE, BENGALURU RURAL DISTRICT BENGALURU SPL.C NO.56/2019 ARISING OUT OF CRIME NO.359/2018 REGISTERED BY THE SURYANAGARA POLICE STATION ANEKAL, BENGALURU RURAL DISTRICT FOR THE OFFENCES P/U/S 120(B), 406, 420 R/W SECTION 34 OF IPC AND SECTION 9 OF THE KARNATAKA PROTECTION OF INTEREST OF DEPOSITORS IN FINANCIAL ESTABLISHMENT ACT 2004, REJECTING THE APPLICATION FILED BY THE PETITIONER U/S 227 AND 239 CODE OF CRIMINAL PROCEDURE UNDER ANNEXURE-A AND ALLOW THE ABOVE PETITION.

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

CORAM: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

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ORAL ORDER

1. Petitioner is before this Court seeking for the following reliefs:

> *"Quash the orders dated 09.01.2026 passed by the Principal District and Sessions Judge, Bengaluru Rural District Bengaluru Spl.C No.56/2019 arising out of Crime No.359/2018 registered by the Suryanagara Police Station Anekal, Bengaluru Rural District for the offences punishable under sections 120(B), 406, 420 R/W section 34 of IPC and section 9 of the Karnataka Protection of Interest of Depositors in Financial Establishment Act, 2004, rejecting the application filed by the petitioner under section 227 and 239 of Code of Criminal Procedure under Annexure-A and allow the above petition in the ends of justice".*

2. Respondent No.2 lodged a complaint on 11.10.2018, on the basis of which Crime No.359/2018 came to be registered by the Suryanagara Police Station on the same day for the offences punishable under Section 9 of the Karnataka Protection of Interest of Depositors in Financial Establishments Act, 2004 (hereinafter referred to as the 'KPDE Act'), and Section 420 of the IPC. Though 20 accused persons were named in the FIR, the petitioner was not among them. Upon further investigation, a preliminary charge sheet came to be filed on 01.02.2019 against six accused persons. The petitioner was not arrayed

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as an accused even in the said charge sheet. It was only upon further investigation that the petitioner came to be arrayed as accused No.8. Challenging the proceedings and the rejection of his application seeking discharge, the petitioner is before this Court.

3. Sri Leeladhar H.P., learned counsel for the petitioner, submits that the petitioner has no connection with the allegations made in the complaint. The allegations principally concern M/s. Achievers Agri India Pvt. Ltd., of which the petitioner is neither a Managing Director nor a Director nor an employee. It is contended that the petitioner has not collected any money from respondent No.2 or from any other depositor on behalf of the said company. Learned counsel submits that the petitioner does not fall within the definition of a 'Financial Establishment' under Section 2(4) of the KPDE Act, which reads as follows:

> *"2(4)* ***'Financial Establishment'*** *means any person or a group of individuals accepting deposit under any scheme or arrangement or in any other manner but does not include a corporation or a co-operative society owned or controlled by any State Government or the Central Government or a banking company as defined under clause (c) of Section 5 of the Banking Regulation Act, 1949 (Central Act X of 1949)."*

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4. Learned counsel further submits that the petitioner has not received any deposit within the meaning of Section 2(2) of the KPDE Act. The said provision reads as follows:

> *"2(2) 'Deposit' includes and shall be deemed always to have included any receipt of money or acceptance of any valuable commodity by any Financial Establishment to be returned after a specified period or otherwise, either cash or in kind or in the form of a specified service with or without any benefit in the form of interest, bonus, profit or in any other form, but does not include,-*
>
> *(i) amount raised by way of share capital or by way of debenture, bond or any other instrument covered under the guidelines given and regulations made, by the Securities and Exchange Board of India, established under the Securities and Exchange Board of India Act, 1992 (Central Act 15 of 1992);*
>
> *(ii) amounts contributed as capital by partners of a firm;*
>
> *(iii) amounts received from a scheduled bank or a co-operative bank or any other banking company as defined in clause (c) of Section 5 of the Banking Regulation Act, 1949 (Central Act 10 of 1949);*
>
> *(iv) any amount received from,-*
>
> *(a) the Industrial Development Bank of India;*
>
> *(b) a State Financial Corporation;*
>
> *(c) any financial institution specified in or under Section 4-A of the Companies Act, 1956 (Central Act 1 of 1956); or*
>
> *(d) any other institution that may be specified by the Government in this behalf;*
>
> *(v) amounts received in the ordinary course of business by way of,-*
>
> *(a) security deposit;*
>
> *(b) dealership deposit;*
>
> *(c) earnest money;*

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(d) advance against order for goods or services;

(vi) any amount received from an individual or a firm or an association of individuals, registered under any enactment relating to money lending which is for the time being in force in the State; and

(vii) any amount received by way of subscriptions in respect of a Chit."

5. Placing reliance on the aforesaid provisions, learned counsel submits that, when the petitioner has neither collected any deposit nor been associated with the entity which allegedly collected the deposits, the question of prosecuting him under Section 9 of the KPDE Act does not arise. Section 9 of the KPDE Act reads as follows:

"9. Fraudulent default by Financial Establishment.- *Any Financial Establishment, which fraudulently defaults any repayment of deposit on maturity along with any benefit in the form of interest, bonus, profit or in any other form as promised or fraudulently fails to render service as assured against the deposit, every person including the promoter, director, partner manager or any other person or an employee responsible for the management or conducting of the business or affairs of such Financial Establishment, shall on conviction, be punished with imprisonment for a term which may extend to six years and with fine which may extend to one lakh of rupees and such Financial Establishment also shall be liable for a fine which may extend to an amount equivalent to five lakhs of rupees, or where such deposit is quantifiable in terms of money, twice the amount involved in such default, whichever is more;*

Provided that in the absence of special and adequate reasons recorded by the Special Court in the judgment of the Court, the imprisonment shall not be less than three years and the fine shall not be less than twenty thousand rupees as against

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each individual and not less than one lakh of rupees against such Financial Establishment."

6. Referring to Section 9, learned counsel submits that the provision makes the persons responsible for the management or conduct of the business or affairs of a Financial Establishment liable for its fraudulent default. The petitioner, according to learned counsel, has no such responsibility in M/s. Achievers Agri India Pvt. Ltd. He submits that the petitioner is only a landowner who, along with his family members, had leased the property to M/s. Achievers Vidya Kendra Foundation, of which accused No.1, Sri S. Shivakumar, is a director. The relationship between the petitioner and Sri Shivakumar is stated to arise solely from the execution of the said lease deed. Merely because the petitioner is a lessor to the Foundation, he cannot be implicated in the alleged offences committed by Sri Shivakumar.

7. Learned counsel further submits that it is Sri Shivakumar and the persons associated with M/s. Achievers Agri India Pvt. Ltd. who collected money from the depositors. If any offence has been committed in the course of collecting deposits or

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failing to repay them, it is those persons who were responsible for the collection and management of the funds who would be liable. The petitioner, who neither collected the deposits nor managed the business of M/s. Achievers Agri India Pvt. Ltd., cannot be prosecuted merely because he leased his property to an educational institution. On these grounds, learned counsel seeks interference with the impugned order.

8. Sri Somashekhar, learned counsel appearing for respondent No.2, opposes the petition. He submits that the lease executed by the petitioner and his family members in favour of M/s. Achievers Vidya Kendra Foundation is itself a circumstance requiring scrutiny. An extent of 2 acres and 33 guntas of land is stated to have been leased for a period of 99 years for a total amount of ₹1,48,500/-, calculated at the rate of ₹1,500/- per annum. The property is situated at Iggaluru Village, Attibele Hobli, Anekal Taluk, and is stated to be valuable property.

9. Learned counsel further submits that M/s. Achievers Vidya Kendra Foundation is a company incorporated under Section 25 of the Companies Act, 1956. Apart from Sri S. Shivakumar, the petitioner is also a

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director of the Foundation. Both are stated to have been promoters of the Foundation and to have subscribed to 200 shares each at the time of its incorporation. It is, therefore, contended that the petitioner was not merely a landlord dealing at arm's length with an independent institution, but was actively associated with the management of the Foundation.

10. It is further alleged that the money collected from depositors by M/s. Achievers Agri India Pvt. Ltd. was transferred to M/s. Achievers Vidya Kendra Foundation and utilised for the development and construction of the educational institution. The petitioner, being a director and Chairman of the Foundation, is alleged to have indirectly received the benefit of the money collected from the depositors. Learned counsel, therefore, submits that the petitioner cannot seek to be discharged merely on the ground that the deposits were not directly collected by him.

11. Sri Ranjith Kumar N., learned HCGP, submits that the investigation has disclosed a nexus between Sri Shivakumar and the petitioner. He relies upon the records relating to M/s. Achievers Vidya Kendra

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Foundation and the bank statements produced along with the charge sheet. According to the learned HCGP, the material indicates that amounts collected through M/s. Achievers Agri India Pvt. Ltd. were transferred to the bank account of M/s. Achievers Vidya Kendra Foundation. The petitioner, being a director and Chairman of the recipient institution, is alleged to have been involved in the affairs of the institution in which the depositors' money was invested. The prosecution submits that these circumstances require examination at trial and that the proceedings ought not to be interdicted at the stage of consideration of the application for discharge.

12. Heard Sri Leeladhar H.P., learned counsel for the petitioner, Sri Somashekhar, learned counsel for respondent No.2, and Sri Ranjith Kumar N., learned HCGP appearing for respondent No.1. Perused the material on record.

13. The investigation has been completed and a charge sheet has been laid. The question for consideration at this stage is whether the material collected during the investigation discloses sufficient grounds to proceed against the petitioner for the offences

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alleged, or whether the petitioner's implication is without any supporting material.

14. The relevant provisions of the KPDE Act have been extracted hereinabove. Section 2(4) defines a Financial Establishment to include any person or group of individuals accepting deposits under any scheme, arrangement or in any other manner, subject to the exclusions specified therein. The definition does not make registration or incorporation under any particular enactment a prerequisite for an entity to qualify as a Financial Establishment. The substance of the activity, namely, acceptance of deposits under a scheme or arrangement, is material.

15. Similarly, Section 2(2) defines a deposit to include the receipt of money or acceptance of any valuable commodity by a Financial Establishment, to be returned after a specified period or otherwise, with or without any promised benefit in the form of interest, bonus, profit or otherwise, subject to the exclusions enumerated therein. Thus, the applicability of the Act depends upon the nature of the arrangement under which money is received and the obligation undertaken by the receiving establishment.

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16. Section 9 of the KPDE Act is not confined to the Financial Establishment as an entity. It also provides for prosecution of every person, including a promoter, director, partner, manager or employee, who is responsible for the management or conduct of the business or affairs of such Financial Establishment. Consequently, liability under Section 9 is not restricted to the person who physically receives the deposits. At the same time, mere association with a person or institution connected with the Financial Establishment would not, by itself, render an individual liable. There must be material indicating the person's responsibility for, or involvement in, the management or conduct of the business or affairs of the Financial Establishment.

17. It is in this legal background that the material collected during the investigation and the specific role attributed to the petitioner have to be examined.

18. The prosecution allegation is that several hundreds of persons deposited their hard-earned money with M/s. Achievers Agri India Pvt. Ltd., upon being promised interest at the rate of 3% per month. The amounts were allegedly collected under an arrangement requiring repayment with the promised

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benefit. Prima facie, such receipts fall within the definition of 'deposit' under Section 2(2) of the KPDE Act, subject to proof of the underlying arrangement and the applicability of any of the statutory exclusions.

19. M/s. Achievers Agri India Pvt. Ltd., which is alleged to have collected the deposits, is stated to have accepted money from the public under the said arrangement. The prosecution, therefore, alleges that it constitutes a Financial Establishment within the meaning of Section 2(4) of the KPDE Act. The petitioner disputes his connection with the said company. However, the prosecution case is not confined to the assertion that the petitioner was a director of M/s. Achievers Agri India Pvt. Ltd. It relies upon the alleged transfer of the funds collected by that company to M/s. Achievers Vidya Kendra Foundation and the petitioner's role in the management of the latter institution.

20. The material relating to M/s. Achievers Vidya Kendra Foundation assumes significance in this regard. The petitioner is stated to be not merely a lessor of the land but also a director and Chairman of the Foundation. The records relating to the incorporation

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of the Foundation indicate that the petitioner and Sri S. Shivakumar were among its promoters and had subscribed to 200 shares each.

21. The lease deed executed by the petitioner and his family members in favour of the Foundation is also relied upon by the prosecution. An extent of 2 acres and 33 guntas of land is stated to have been leased for a period of 99 years for a total consideration of ₹1,48,500/-, calculated at ₹1,500/- per annum. The circumstances surrounding the lease, the relationship between the parties and the subsequent utilisation of the property are matters which form part of the prosecution material. The lease, by itself, may not establish criminal involvement. However, when considered along with the petitioner's position in the Foundation, the minutes of meetings and the alleged transfer of funds, it assumes relevance in assessing the nature and extent of his association with the institution.

22. The minutes of the meeting held on 16.06.2014, in which the petitioner and Sri Shivakumar were present, are particularly relevant. The minutes record discussions regarding the need to increase the strength of the school. The petitioner is stated to

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have questioned Sri Shivakumar as to why the strength of the school had not increased. The minutes further record that the petitioner questioned Sri Shivakumar about the collection of crores of rupees by cheating people and the resulting inability to increase the strength of the school. The petitioner is also stated to have questioned the non-payment of salaries to teachers for the preceding three months and called upon Sri Shivakumar to discharge his responsibilities, failing which he should resign from his position.

23. These minutes prima facie indicate that the petitioner was not an outsider having only a lessor-lessee relationship with the Foundation. They suggest that he was participating in its affairs, was aware of the financial difficulties faced by the institution and was questioning Sri Shivakumar regarding the manner in which funds had been collected and utilised.

24. The minutes of the subsequent meeting held on 17.07.2014, attended by the petitioner and Sri Shivakumar, also assume significance. The petitioner, who is stated to have been functioning as Chairman, is recorded as having questioned Sri Shivakumar about the money that he was required to

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invest for construction of the school building. When Sri Shivakumar stated that he had lost money in his company and was unable to contribute the required amount to the Foundation, the petitioner is stated to have questioned his continued presence in the institution and called upon him to resign.

25. These minutes, when read together with those of 16.06.2014, prima facie indicate that the petitioner was actively participating in the affairs of the Foundation and was aware of the financial dealings of Sri Shivakumar and the difficulties arising from the alleged loss of money in his company. They also indicate that the petitioner was concerned with the availability and utilisation of funds for the activities and construction undertaken by the Foundation.

26. The prosecution further relies upon the bank statements of M/s. Achievers Agri India Pvt. Ltd. and M/s. Achievers Vidya Kendra Foundation, which are stated to disclose transfers of money from the former to the latter. The allegation is that the money collected from the depositors through M/s. Achievers Agri India Pvt. Ltd. was diverted to the Foundation and used for the development and construction of its educational institution.

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27. The alleged transfer of funds, considered alongside the petitioner's position as Chairman and director of the Foundation and his participation in its financial affairs, provides a prima facie link between the petitioner and the alleged utilisation of the depositors' money. Whether the funds transferred to the Foundation were, in fact, proceeds of deposits collected from the public, whether the petitioner knew of their source, and whether he was actively involved in their receipt or utilisation are matters to be established through evidence during trial. At the stage of considering discharge, however, the material cannot be viewed in isolation or discarded merely because the petitioner was not directly associated with the company which initially collected the deposits.

28. The records also refer to a deed of surrender of lease dated 23.11.2015, stated to have been executed by M/s. Achievers Vidya Kendra Foundation, represented by the petitioner, in favour of the petitioner's family. This document, read with the earlier lease and the minutes of meetings, is relied upon by the prosecution to demonstrate the petitioner's continuing involvement in the affairs and property transactions of the Foundation.

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29. The petitioner contends that these documents establish only his relationship as a landowner and lessor. However, the prosecution relies upon them not in isolation, but along with the petitioner's directorship, his position as Chairman, his participation in the meetings, the discussions concerning the funds required for the school and the alleged transfer of money from M/s. Achievers Agri India Pvt. Ltd. to the Foundation.

30. The material, therefore, does not permit the petitioner's role to be treated as that of a mere landlord who had no connection with the affairs of the Foundation. The minutes of meetings and the financial records relied upon by the prosecution prima facie indicate his involvement in the management and financial affairs of the institution which allegedly received and utilised funds collected from depositors.

31. Whether the petitioner was responsible for the management or conduct of the affairs of the Financial Establishment within the meaning of Section 9 of the KPDE Act, whether the Foundation was used as part of the arrangement for diversion of depositors' money, and whether the petitioner knowingly

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participated in such arrangement are questions which require consideration of the evidence. At this stage, the material placed by the prosecution is sufficient to require the petitioner to face trial. The Court cannot record a final finding on these disputed matters while considering an application for discharge.

32. The same material also requires consideration in the context of the offences punishable under Sections 120B, 406 and 420 of the IPC. The prosecution alleges that the collection of deposits, the subsequent transfer of funds to the Foundation and their utilisation for the educational institution formed part of a larger arrangement involving the accused persons. The petitioner's alleged participation in the management of the Foundation, his interactions with Sri Shivakumar concerning the funds and the bank transactions relied upon by the prosecution are circumstances which, according to the prosecution, connect him with that arrangement.

33. Whether the material ultimately establishes a meeting of minds constituting criminal conspiracy, entrustment and dishonest misappropriation, or dishonest inducement and deception, as required for the respective offences, is a matter for trial. It would

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not be appropriate at this stage to assess the evidentiary value of each document independently or to determine whether the prosecution will ultimately secure a conviction.

34. The petitioner was not named in the original FIR or in the preliminary charge sheet filed on 01.02.2019. However, the fact that his name was included only after further investigation does not, by itself, render the subsequent proceedings invalid. If further investigation discloses material connecting another person with the offences under investigation, such person may be arrayed as an accused in accordance with law. The relevant consideration at this stage is whether the subsequent investigation has collected material providing a prima facie basis to proceed against the petitioner. In the present case, the prosecution relies upon the petitioner's position in the Foundation, the minutes of meetings, the lease and surrender documents, and the bank transactions indicating the alleged transfer of funds from the company which collected deposits to the Foundation. These materials provide a prima facie basis for the prosecution to proceed.

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35. This Court is conscious that mere directorship in an institution, receipt of funds by that institution or execution of a lease deed cannot automatically result in criminal liability. However, the allegation in the present case is not founded on any one of these circumstances in isolation. The prosecution relies upon a combination of documents and circumstances which, according to it, indicate the petitioner's active participation in the affairs of the Foundation and his connection with the utilisation of funds allegedly collected from depositors. The petitioner will have the opportunity during trial to explain the nature of his role, the transactions reflected in the bank statements and the circumstances in which the minutes of meetings came to be recorded.

36. This Court is required to examine whether there is sufficient ground to proceed against the accused. The Court is not required to conduct a detailed evaluation of the evidence or determine whether the material would ultimately result in conviction. Where the prosecution material, taken at its face value and considered as a whole, discloses a prima facie case, the accused cannot seek discharge merely by placing an alternative interpretation on the documents or by

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disputing the inferences sought to be drawn by the prosecution.

37. In the present case, the charge-sheet material prima facie discloses a connection between the petitioner, Sri Shivakumar and M/s. Achievers Vidya Kendra Foundation, as well as the alleged transfer and utilisation of funds collected through M/s. Achievers Agri India Pvt. Ltd. The petitioner's precise role, the extent of his knowledge and involvement, and his responsibility, if any, for the management or conduct of the affairs connected with the alleged financial establishment are matters which must be determined after evidence is recorded. This Court is, therefore, not inclined to interfere with the order rejecting the application for discharge.

38. No grounds are made out for interference. Accordingly, the petition stands **dismissed**.

39. It is made clear that the observations made in this order are confined to the consideration of the petitioner's challenge to the rejection of his discharge application. The Trial Court shall independently assess the evidence placed before it, determine the ingredients of the offences alleged and proceed in

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accordance with law, without being influenced by any observation made herein.

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(SURAJ GOVINDARAJ)
JUDGE

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