HC-KAR

NC: 2026:KHC:23643
CRL.P No. 7561 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 28TH DAY OF APRIL, 2026

BEFORE

THE HON'BLE MR. JUSTICE PRADEEP SINGH YERUR

CRIMINAL PETITION NO. 7561 OF 2025

BETWEEN:

SRI FAROOQ K.M.
S/O. LATE MOHIUUDDIN K.
AGED ABOUT 39 YEARS
R/AT FLAT NO.709
VISHWAS SAHARA HEIGHTS
NEXT TO FORUM FIZA MALL
PANDESHWAR, VTC
MANGALORE - 575 001.

...PETITIONER

(BY SRI BALARAJ V.R., ADVOCATE)

AND:

STATE OF KARNATAKA
BY S.H.O OF YALAHANKA
NEW TOWN POLICE STATION
BENGALURU.

REPRESENTED BY
THE LEARNED STATE
PUBLIC PROSECUTOR
HIGH COURT BUILDING
BANGALORE - 560 001.

...RESPONDENT

(BY SRI RANGASWAMY R., HCGP)

Digitally signed by B LAVANYA
Location: HIGH COURT OF KARNATAKA

THIS CRIMINAL PETITION IS FILED UNDER SECTION 482 OF B.N.N.S. PRAYING TO GRANT ANTICIPATORY BAIL TO HIM BY ALLOWING THIS PETITION DIRECTING THE LEARNED 7TH ADDITIONAL CHIEF METROPOLITAN MAGISTRATE, BENGALURU, TO RELEASE HIM ON BAIL IN THE EVENT OF HIS

ARREST IN CRIME NO.192/2025 OF YALAHANKA NEW TOWN POLICE STATION UNDER SECTION 420 OF IPC.

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

CORAM: HON'BLE MR. JUSTICE PRADEEP SINGH YERUR

ORAL ORDER

Heard learned counsel for petitioner and learned High Court Government Pleader for respondent-State.

2. This petition is filed by the petitioner-accused No.1 seeking anticipatory bail under Section 438 of Cr.P.C.

3. It is the case of the prosecution that one Sri Ramar S. lodged a complaint on 26.04.2025 alleging that he had enrolled his name in a gift coupon at Galleria Mall on 03.11.2022. Subsequently, on 10.11.2022, he received a call from Fala Holidays and Packages informing him that his name had been selected for a free gift (28-gram silver coin) and he was requested to visit their office to collect the same. Initially, the complainant was reluctant to visit their office located at Yelahanka New Town. However, the complainant along with his wife visited the said office. During their visit, they introduced and promoted international tour packages for durations of 5

years and 10 years. They allegedly promised to provide 35 days of worldwide tour benefits along with discounted flight tickets for a period of 10 years for a family consisting of two adults and two children.

3.1 It is further contended by the learned counsel that the complaint reveals that the complainant paid a sum of ₹49,000/- on 10.11.2022 and a further sum of ₹1,50,000/- on 29.03.2023, in total, ₹1,99,000/- to Fala Holidays and Packages. It is alleged that, despite receipt of the said amount, the complainant has not been provided any of the promised services till date. It is further alleged that the complainant subsequently discovered that the office of Fala Holidays and Packages at Yelahanka had been permanently closed and that the accused person had cheated the complainant. In view of the same, the complaint came to be lodged by the complainant against the petitioner-accused No.1 before the respondent-Police, who registered a case in crime in No.192/2025 for the offence punishable under Section 420 of IPC.

3.2 The petitioner herein, apprehending his arrest in view of the registration of the complaint, approached the District and

Sessions Court seeking anticipatory bail in Crl.Misc.No.3979/2025, which came to be rejected. Hence, the petitioner is before this Court seeking grant of anticipatory bail in the event of his arrest for the aforesaid offence in the said crime.

4. It is the contention of the learned counsel for petitioner that the complainant had visited the office of Fala Holidays and enquired about the details of the holiday packages. At that time, the employees of the accused explained the package features as well as the terms and conditions in detail and upon being satisfied, the complainant agreed to avail the same. It is further contended by the learned counsel that the complainant independently utilised the services under the said package and thereafter, the accused refunded a some of the amount to the complainant. It is submitted that the transaction between the complainant and petitioner-accused No.1 took place in the month of November 2022 and there have been no monetary transactions between them thereafter. It is also contended by the learned counsel that there is a delay in lodging the complaint.

4.1 It is further contended by the learned counsel that the complainant had credited an amount of ₹1,49,000/- in the month of November-2022. However, he was not satisfied with the packages offered by the accused-Company and therefore, the petitioner had agreed to refund the said amount after completion of the necessary formalities. Before such refund could be processed, the complaint came to be registered against the petitioner herein. It is further contended that the petitioner had, in fact, expressed his willingness to refund the amount to the complainant in accordance with the terms and conditions of the agreement. On these grounds, learned counsel for petitioner submits that the petitioner be released on bail, as the offence alleged against him is not punishable with imprisonment for life or death. In view of the fact that the petitioner has expressed his willingness to repay the amount, he is entitled to be released on pre-arrest bail.

4.2 During the course of arguments, learned counsel for petitioner handed over a cheque for a sum of ₹1,99,000/- dated 11.05.2026, contending that the petitioner intends to repay the amount. It is also submitted that the entire amount

would be paid before the said date and upon such payment, the complainant shall return the cheque, failing which, on the said date, the cheque may be presented for encashment. The complainant-Sri Ramar S., is present before the Court and identified by the learned High Court Government Pleader. He has no objection to receiving the said cheque, subject to the condition that if the amount is paid prior to the date mentioned in the cheque, he shall return the cheque to the petitioner-accused. This arrangement shall be subject to all other terms and conditions contained in the previous order.

5. *Per contra*, learned High Court Government Pleader for respondent-State contends that a *prima facie* case of cheating is made out against the petitioner. It is further contended by the learned High Court Government Pleader that the petitioner is habitual offender and that as many as ten cases have been registered against him. According to the prosecution, he has been cheating the public under the guise of offering package holiday tours and thereafter, failing to comply with the terms and conditions of such packages. Therefore, the offence alleged

is made out and the petitioner does not deserve grant of anticipatory bail.

5.1 It is also submitted by the learned High Court Government Pleader that he identifies the complainant - Sri Ramar S., who is present before the Court. Upon verification, it is submitted that the complainant has received a sum of ₹1,99,000/- from the petitioner by way of cheque, towards the transaction in dispute referred to above.

6. I have heard learned counsel for petitioners and learned High Court Government Pleader for respondent-State.

7. Apparently, it is seen that the complainant had availed a certain tour and travel package for which he had paid a sum of ₹1,99,000/-. Whether he was satisfied with the package or whether he did not avail the same are matters of fact into which this Court cannot delve at this stage. It remains undisputed that the said amount of ₹1,99,000/-, having been paid earlier, has now been refunded by way of cheque, which has been acknowledged by the complainant, who is physically

present before the Court. The offence alleged is not punishable with imprisonment for life or death.

8. Under the circumstance, this petition deserves to be allowed by imposing certain stringent conditions. Accordingly, I pass the following:

ORDER

i. This petition is ***allowed***;

ii. The petitioner-accused No.1 shall be enlarged on bail in the event of his arrest in Crime No.192/2025 registered before Yelahanka New Town Police Station, subject to following conditions:

   a) The petitioner-accused No.1 shall execute a personal bond for a sum of Rs.50,000/- (Rupees Fifty Thousand only) with one surety for the likesum, to the satisfaction of the Investigating Officer/SHO;

   b) The petitioner-accused No.1 shall not hamper and tamper with the prosecution witness and they shall co-operate with the investigation;

c) The petitioner-accused No.1 shall not leave the jurisdiction of the State without prior permission of the Court;

d) The petitioner-accused No.1 shall not involve himself in any similar offences during the period of bail;

Sd/-
(PRADEEP SINGH YERUR)
JUDGE

CPN
List No.: 1 Sl No.: 1