HC-KAR
NC: 2026:KHC:43059
CRL.P No. 10705 of 2026
C/W CRL.P No. 10794 of 2026
CNR: KAHC010491682026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

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DATED THIS THE 12TH DAY OF AUGUST, 2026

BEFORE

THE HON'BLE MR. JUSTICE M.NAGAPRASANNA

CRIMINAL PETITION NO. 10705 OF 2026

C/W

CRIMINAL PETITION NO. 10794 OF 2026

IN CRL.P No. 10705/2026

BETWEEN:

SMT. SHILPA ARAVALI,
W/O KIRAN KUMAR P,
AGED ABOUT 47 YEARS,
R/AT FLAT NO. 22183,
B-2, TOWER 2 PFESTIGE JINDAL CITY,
BENGALURU-560073.

...PETITIONER

(BY SRI ANANDA RAMACHANDRA DASS, ADVOCATE)

AND:

1. STATE OF KARNATAKA
   BY BAGALAGUNTE POLICE STATION,
   BENGALURU DISTRICT,
   (REPRESENTED BY LEARNED
   STATE HCGP),
   HIGH COURT OF KARNATAKA,
   BENGALURU-560001.

2. SMITA PRASAD,

C/O RAJEEV RANJAN KUMAR,
AGED ABOUT 49 YEARS,
R/AT M 179, BRIGADE MEADOWS,
PLUMERIA, KANAKAPURA ROAD,
BENGALURU, KARNATAKA -560082.

...RESPONDENTS

(BY SRI K NAGESHWARAPPA, HCGP FOR R-1)

THIS CRL.P IS FILED U/S 482 CR.PC (FILED U/S 528 BNSS) TO QUASH THE FIR AND COMPLAINT AGAINST THE PETITIONER HEREIN CR NO.220/2026 PENDING ON THE FILE OF THE COURT OF III ADDL.C.J.M. BENGALURU CITY REGISTERED BY BAGALAGUNTE POLICE BASED ON THE COMPLAINT GIVEN BY THE SECOND RESPONDENT FOR THE OFFENCES P/U/S 406, 420 AND 34 OF THE IPC, 1860.

IN CRL.P NO. 10794/2026

BETWEEN:

KIRAN KUMAR P,
S/O P.N.PARAMASHIVAIAH,
AGED ABOUT 45 YEARS,
R/AT FLAT NO.22183, B-2,
TOWER 2 PRESTIGE JINDAL CITY,
BENGALURU 560073.

...PETITIONER

(BY SRI ANANDA RAMACHANDRA DASS, ADVOCATE)

AND:

1. STATE OF KARNATAKA
   BY BAGALAGUNTE POLICE STATION,
   CHICKAMAGALURU DISTRICT.
   (REPRESENTED BY LEARNED
   STATE PUBLIC PROSECUTOR),

HIGH COURT OR KARNATAKA,
BENGALURU-01.

2. SMITA PRASAD,
C/O. RAJEEV RANJAN KUMAR,
AGED ABOUT 49 YEARS,
R/A M 179, BRIGADE MEADOWS,
PLUMERIA, KANAKAPURA ROAD,
BENGALURU, KARNATAKA - 560082.

...RESPONDENTS

(BY SRI K NAGESHWARAPPA, HCGP FOR R-1)

THIS CRL.P IS FILED U/S 482 CR.PC (FILED U/S 528 BNSS) TO QUASH THE FIR AND COMPLAINT AGAINST THE PETITIONER HEREIN THE CR NO.220/2026 PENDING ON THE FILE OF THE COURT OF THE III ADDL.CJM, BENGAURU CITY REGISTERED BY BAGALAGUNTE POLICE BASED ON THE COMPLAINT GIVEN BY THE SECOND RESPONDENT FOR THE OFFENCES P/U/S 406, 420 AND 34 OF THE IPC 1860.

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

CORAM: **HON'BLE MR. JUSTICE M.NAGAPRASANNA**

ORAL ORDER

Petitioners in these cases are accused Nos.1 and 2 in Crime No.220 of 2026 registered for offences punishable under Sections 406, 420 and 34 of the IPC, which is pending before the III Additional Chief Judicial Magistrate, Bengaluru City.

2. Since facts and grounds are common in both the petitions, they are taken up together and heard.

3. Heard Sri Ananda Ramachandra Dass, learned counsel appearing for the petitioners and Sri K. Nageshwarappa, learned High Court Government Pleader appearing for the 1st respondent.

4. Facts, in brief, germane are as follows: -

Accused No.1 is the petitioner in Crl.P.No.10705 of 2026 and her husband - accused No.2 is the petitioner in Crl.P.No.10794 of 2026. The accused stand before the Court on a complaint registered by the 2nd respondent/complainant. It is the case of the complainant that she is employed with Himalaya Wellness Company and her husband is an Assistant General Manager in Canara Bank. The complainant has an elder daughter who has just passed 12th standard examination and had appeared for the NEET examination in the year 2023 but did not secure appropriate ranking. However, the desire of her daughter to do medicine continued. It is then during the month of February, 2023 the complainant had visited Prakriya

Hospital for consultation and comes in contact with accused No.1 who was working in the said Hospital. It is the case of the complainant that accused No.1 after learning about the disappointment of the daughter of the complainant not getting into medicine had represented that she and her husband/accused No.2 have contacts with influential people and were capable of securing a medical seat to the complainant's daughter. Relying on the said assurance, the complainant and her husband are said to have agreed to pay the accused the demanded amount of `35,00,000/- initially and accordingly, paid the said sum in cash at the hospital. The accused went on assuring that the admission process was going on and had reached a successful stage at a particular point in time and accused No.1 had instructed the complainant to transfer additional amount of `1,05,00,000/- to the bank account of accused No.2. The complainant then by five different transactions transferred `1,05,00,000/- and totally `1,40,00,000/- is paid by the complainant to the petitioners/accused Nos.1 and 2 all for securing a medical seat, which the petitioners represented that it was allotted. All the documents were directed to be gathered and send them to accused No.2. The complainant is said to have done all that. After receipt of the amount, the accused began to dodge the complainant. It is then, the complainant went to Kaggalipura Police Station and registers a crime. The Police register a zero FIR and transferred it to Bagalagunte Police Station. The registration of the crime on 07-06-2026 has driven the petitioners to this Court in the subject petitions.

5. The learned counsel Sri Ananda Ramachandra Dass, appearing for the petitioners would vehemently contend that it is a plain and simple money transaction between the parties. The criminal law is set into motion for the purpose of recovery of the money. It is at best a civil transaction between the two, which has happened three years ago. The complainant has taken three years to register the crime of an incident that has never taken place. The 2nd respondent's brother and the petitioner/accused No.2 are known to each other and have several transactions. This is being used to arm twist accused No.2 in the subject transaction.

6. The learned High Court Government Pleader Sri K. Nageshwarappa appearing for the 1st respondent on the other hand would submit that crime is registered eight weeks ago. The investigation is on. This is a clear case where an investigation is necessary as the offences are clearly made out in the complaint. He would seek dismissal of the petitions.

7. I have given my anxious consideration to the submissions made by the respective learned counsel and have perused the material on record.

8. The transaction between the petitioners and the 2nd respondent/complainant forms the very substratum of the complaint. Since the entire criminal process is set in motion on the registration of the said complaint, it becomes apposite to notice the complaint itself. It reads as follows:

> "To,
>
> The Station House Officer,
> Kaggalipura Police Station,
> Bangalore South District.
>
> From,
>
> Ms. Smita Prasad,
> W/o Mr. Rajeev Ranjan Kumar,

Aged 49 years,
Residing at:
M 179, Brigade Meadows Plumeria,
Kanakapura Road, Bengaluru.

Subject: Complaint regarding fraudulent inducement and cheating in the name of securing MBBS admission.

Respected Sir/Madam,

I, Ms. Smita Prasad, hereby submit this complaint to bring to your attnetion a case of fraudulent inducement, cheating and criminal breach of trust committed by the below named accused persons under the pretext of securing an MBBS seat for my elder daughter.

Details of the Accused:
1. Dr. Shilpa Aravali,
W/o Mr.P Kiran Kumar,
Flat No. 22183, B-2, Tower-2,
Prestige Jindal City, Tumkur Road,
Manjunath, Bengaluru.
Mobile: 9480234093/9886038041

2. Mr. P Kiran Kumar
Flat No.22183, B-2, Tower 2,
Prestige Jindal City, Tumkur Road,
Manjunath, Bengaluru.
Mobile:7019646061.

Brief facts of the Case:

I am currently employed with Himalayan Wellness Company, Makali, Bengaluru. My husband, Mr. Rajeev Ranjan Kumar, is employed as an Assistant General Manager with Canara Bank. We have two daughters, and my elder daughter, Ms. Arushi Ranjan, passed her Class 12 examinations and appeared for the NEET examination in 2023.

Around February 2023 once I had visited my brother Dr. Dwijendra Prasad, Physician at Prakriya Hospital then to consult for my medical issue concerning my right fist. At that time, I happened to meet Dr. Shilpa Aravali, who was working in the same hospital.

Based on the NEET score of my daughter, she could not secure admission in a Government Medical College. Consequently, we began exploring opportunities for admission in a private medical college under the management quota.

During this period, Dr. Shilpa Aravali, who was working at Prakriya Hospital (Tumkur Road) approached me telephonically after learning of our requirement. She represented that she and her husband had strong contacts and influence in private medical colleges and assured that they could secure an MBBS seat for my daughter. Relying on her representations and assurances, I agreed to proceed further.

Payment Details:

Initially, the accused demanded a cash payment of Rs. 35,00,000/-. For this the accused asked to meet outside the Prakriya Hospital near the Parking lot. Me and my husband went there to pay the cash amount. Thereafter, I was informed that the admission had been successfully arranged, and I was instructed to transfer an additional amount of Rs. 1,05,00,000/- to the bank account of Mr. P Kiran Kumar.

Accused's Bank Details:
- **Name: P Kiran Kumar**
- **Account No.: 10103784165**
- **IFSC: IDFB0081101**
- **Bank: IDFC First Bank, Basaveshwaranagar Branch.**

My Bank Details:
- **Name: Smita Prasad**
- **Account No: 1642101019193**
- **Bank: Canara Bank, Koramangala Layout**

RTGS Transactions Made:

- **24/07/2023-Rs 35,00,000/-.**
- **05/08/2023 Rs. 35,00,000/-**
- **29/08/2023-Rs. 20,00,000/-**
- **20/09/2023-Rs. 15,00,000/-**

Additionally, I had paid Rs. 35,00,000/-in cashin June 2023 earlier as demanded by the accused.

Dr. Shilpa Aravali also collected my daughter's academic and personal documents via WhatsApp on 24/07/2023 and 25/09/2023, under the pretext of completing admission formalities.

Subsequent Events:

After receiving the entire amount, the accused persons began delaying the confirmation process on various false and misleading grounds. On 28/12/2023, Dr. Shilpa Aravali informed me that she was unable to secure the MBBS seat and requested additional time.

However, I declined any further delay and demanded a full refund of the amount paid.

On 23/03/2024, I personally visited her at Prakriya Hospital and demanded repayment. Despite repeated follow-ups and several meetings, including discussions with her husband, the accused persons have failed to return the money. They have continuously given false assurances including claims of arranging funds through property sales, but no amount has been repaid to date

Nature of Offence:

The accused persons have

- Dishonestly induced me to part with a substantial sum of money under false promises
- Misrepresented their ability to secure an MBBS seat
- Misappropriated by hard earned life savings

- Explanted my trust and emotional vulnerability as a parent

Total Amount Involved:
Rs. 1,40,00,000/-(Rupees One Crore Forty Lakhs Only)

Evidence Available:

- Bank transaction records (RTGS receipts)
- WhatsApp communication records
- Document sharing history
- Potential witnesses to meetings and discussions

Prayer:

In view of the above facts and circumstances. [humbly request you to:
1. Register an FIR against the accused persons under appropriate sections of law.
2. Conduct a thorough and impartial investigation into the matter
3. Take strict legal action against the accused persons.
4. Initiate necessary steps to recover the amount fraudulently obtained from me.
5. Take preventive measures to ensure that the accused do not cheat other innocent individuals in a similar manner.

I trust that justice will be served at the earliest.

Date: 06.06 2026
Place: Bengaluru

Complainant:
(Signature)
Ms. Smita Prasad"

(Emphasis added)

If the allegations in the complaint are taken at their face value, what emerges is, not a mere case of money advanced and money remaining unpaid simpliciter. It is an allegation of **a mother's aspiration for her daughter's medical education being converted into an instrument of exploitation**. The complainant alleges that she was induced to part with `1.40/- crore on a representation which never translated into reality and, despite the passage of nearly two years, neither the object for which the money was paid nor the money itself came back to the complainant.

9. What stares at the Court from the complaint is a stark circumstance—**there is neither the medical seat nor the money**. The seat promised never fructified; the money paid never returned. It is in this backdrop that the issue now falls for consideration is: **whether the crime should be obliterated at its very threshold, merely on the plea that the criminal proceedings have been instituted as a device for recovery of money.**

10. It is on this factual canvas that the offences alleged against the petitioners, which are punishable under Sections 406 and 420 of the IPC, will have to be examined. Whether the allegations would ultimately withstand the rigour of trial is a matter altogether different; but, to interdict the criminal process at its very inception by branding the transaction as a mere money-recovery dispute, would require this Court to turn a blind eye to the allegations of inducement, entrustment and deception that run through the complaint. **The cloak of a monetary transaction cannot, in every circumstance, be permitted to become a sanctuary for an allegation of criminality, if the ingredients of the offences alleged are otherwise *prima facie* discernible.**

11. Sections 406 and 420 of the IPC, read as follows:

> "**406. Punishment for criminal breach of trust.—Whoever commits criminal breach of trust** shall be punished with imprisonment of either description for a term which may extend to three years, or with fine, or with both.
>
> ... ...
>
> **420. Cheating and dishonestly inducing delivery of property.—Whoever cheats and thereby dishonestly induces the person deceived to deliver any property to any person, or to make, alter or destroy the whole or any part of a valuable security, or anything which is signed or sealed, and which is capable of being**

> **converted into a valuable security,** shall be punished with imprisonment of either description for a term which may extend to seven years, and shall also be liable to fine."

Their ingredients are found in Sections 405 and 415 of the IPC. They read as follows:

> "**405. Criminal breach of trust.—Whoever, being in any manner entrusted with property, or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "criminal breach of trust".**
>
> *Explanation* 1.—A person, being an employer of an establishment whether exempted under Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), or not] who deducts the employee's contribution from the wages payable to the employee for credit to a Provident Fund or Family Pension Fund established by any law for the time being in force, shall be deemed to have been entrusted with the amount of the contribution so deducted by him and if he makes default in the payment of such contribution to the said fund in violation of the said law, shall be deemed to have dishonestly used the amount of the said contribution in violation of a direction of law as aforesaid.
>
> *Explanation 2*.—A person, being an employer, who deducts the employees' contribution from the wages payable to the employee for credit to the Employees' State Insurance Fund held and administered by the Employees' State Insurance Corporation established under the Employees' State Insurance Act, 1948 (34 of 1948), shall be deemed to have been entrusted with the amount of the contribution so deducted by him and if he makes default in the payment of such contribution to the said Fund in violation of the said Act, shall

be deemed to have dishonestly used the amount of the said contribution in violation of a direction of law as aforesaid.

Illustrations

(*a*) *A*, being executor to the will of a deceased person, dishonestly disobeys the law which directs him to divide the effects according to the will, and appropriates them to his own use. *A* has committed criminal breach of trust.

(*b*) *A* is a warehouse-keeper. *Z*, going on a journey, entrusts his furniture to *A*, under a contract that it shall be returned on payment of a stipulated sum for warehouse room. *A* dishonestly sells the goods. *A* has committed criminal breach of trust.

(*c*) *A*, residing in Calcutta, is agent for *Z*, residing at Delhi. There is an express or implied contract between *A* and *Z*, that all sums remitted by *Z* to *A* shall be invested by *A*, according to *Z*'s direction. *Z* remits a lakh of rupees to *A*, with directions to *A* to invest the same in Company's paper. *A* dishonestly disobeys the directions and employs the money in his own business. *A* has committed criminal breach of trust.

(*d*) But if *A*, in the last illustration, not dishonestly but in good faith, believing that it will be more for *Z*'s advantage to hold shares in the Bank of Bengal, disobeys *Z*'s directions, and buys shares in the Bank of Bengal, for *Z*, instead of buying Company's paper, here, though *Z* should suffer loss, and should be entitled to bring a civil action against *A*, on account of that loss, yet *A*, not having acted dishonestly, has not committed criminal breach of trust.

(*e*) *A*, a revenue officer, is entrusted with public money and is either directed by law, or bound by a contract, express or implied, with the Government, to pay into a certain treasury all the public money which he holds. *A* dishonestly appropriates the money. *A* has committed criminal breach of trust.

(*f*) *A*, a carrier, is entrusted by *Z* with property to be carried by land or by water. *A* dishonestly misappropriates the property. *A* has committed criminal breach of trust.

... ...

415. Cheating.—Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to "cheat".

Explanation.—A dishonest concealment of facts is a deception within the meaning of this section.

Illustrations

(*a*) *A*, by falsely pretending to be in the Civil Service, intentionally deceives *Z*, and thus dishonestly induces *Z* to let him have on credit goods for which he does not mean to pay. *A* cheats.

(*b*) *A*, by putting a counterfeit mark on an article, intentionally deceives *Z* into a belief that this article was made by a certain celebrated manufacturer, and thus dishonestly induces *Z* to buy and pay for the article. *A* cheats.

(*c*) *A*, by exhibiting to *Z* a false sample of an article, intentionally deceives *Z* into believing that the article corresponds with the sample, and thereby dishonestly induces *Z* to buy and pay for the article. *A* cheats.

(*d*) *A*, by tendering in payment for an article a bill on a house with which *A* keeps no money, and by which *A* expects that the bill will be dishonoured, intentionally deceives *Z*, and thereby dishonestly induces *Z* to deliver the article, intending not to pay for it. *A* cheats.

(*e*) *A*, by pledging as diamonds articles which he knows are not diamonds, intentionally deceives *Z*, and thereby dishonestly induces *Z* to lend money. *A* cheats.

(*f*) *A* intentionally deceives *Z* into a belief that *A* means to repay any money that *Z* may lend to him and thereby dishonestly induces *Z* to lend him money, *A* not intending to repay it. *A* cheats.

(*g*) *A* intentionally deceives *Z* into a belief that *A* means to deliver to *Z* a certain quantity of indigo plant which he does not intend to deliver, and thereby dishonestly induces *Z* to advance money upon the faith of such delivery, *A* cheats; but if *A*, at the time of obtaining the money, intends to deliver the indigo plant, and afterwards breaks his contract and does not deliver it, he does not cheat, but is liable only to a civil action for breach of contract.

(*h*) *A* intentionally deceives *Z* into a belief that *A* has performed *A*'s part of a contract made with *Z*, which he has not performed, and thereby dishonestly induces *Z* to pay money. *A* cheats.

(*i*) *A* sells and conveys an estate to *B. A*, knowing that in consequence of such sale he has no right to the property, sells or mortgages the same to *Z*, without disclosing the fact of the previous sale and conveyance to *B*, and receives the purchase or mortgage money from *Z. A* cheats."

(Emphasis supplied at each instance)

If the facts obtaining in the case at hand are juxtaposed with the ingredients of the offences alleged, what emerges is, even at the very threshold, is that the allegations *prima facie* travel through every ingredient necessary to constitute the offences punishable under Sections 406 and 420 of the IPC.

12. For an offence of criminal breach of trust, the foundational requirement is entrustment of property or

dominion over it. **Entrustment, in the case at hand, is not a matter shrouded in ambiguity. The allegation is that, a staggering sum of `1,40,00,000/- came to be entrusted to accused Nos.1 and 2 for one singular and specific purpose—to secure a medical seat for the daughter of the complainant. The seat never came; neither did the money return. The allegation is that, the amount so entrusted was dishonestly appropriated by the accused to themselves. If these allegations are taken at their face value, as they must be at this nascent stage of investigation, the ingredients of Section 405 of the IPC *prima facie* stand attracted, thereby warranting investigation into the offence punishable under Section 406 of the IPC.**

13. **The other offence alleged is the one punishable under Section 420 of the IPC, the ingredients of which are housed in Section 415 of the IPC, extracted *supra*. The *sine qua non* for the offence of cheating is deception coupled with dishonest intention at the inception of the transaction, which induces the person deceived to part**

with property. The complaint paints precisely such a picture. The complainant, nurturing the natural aspiration of a parent to see her daughter don the mantle of a doctor, is alleged to have been lured into parting with `1,40,00,000/- on the solemn assurance that a medical seat would be secured for her daughter. The allegation is not of a mere promise subsequently gone awry. It is that the petitioners held themselves out as persons possessing influential contacts and the ability to secure the coveted medical seat, induced the complainant to part with an enormous sum of money on the strength of that representation, and thereafter neither secured the seat nor returned the money.

14. If the petitioners were, from the very inception, conscious that the assurance held out by them was one incapable of fulfilment, the representation ceases to be an innocent promise and *prima facie* assumes the colour of deception. The dishonest intention would then be embedded in the very genesis of the transaction. Therefore, the ingredients of Section 415 of the IPC *prima facie*, emerge from the

complaint, making out an offence punishable under Section 420 of the IPC. These are matters which necessarily require the probe of investigation and cannot be throttled at its threshold.

15. At first blush, two features may appear to lend some colour to the submissions of the learned counsel for the petitioners—one, the delay in registration of the crime; and the other, the contention that criminal law has been set in motion merely as an instrument for recovery of money. But these are only impressions on the periphery. A deeper gaze into the allegations, unfolds an altogether different picture. What is alleged is not a simple commercial transaction that has soured with the passage of time, nor a mere breach of promise sought to be dressed in criminal colours. The allegation is of a calculated inducement: the aspiration of a parent to secure a medical seat for her daughter being tapped, an assurance of influence being held out, a colossal sum of `1,40,00,000/- being extracted on the strength of that assurance, and thereafter, both the promised seat and the money vanishing from the complainant's reach.

16. **The submission that the proceedings are merely a coercive device for recovery of money, therefore, cannot become a talisman by the mere utterance of the expression "civil dispute". Every transaction involving money does not, by that circumstance alone, shed its criminal complexion. Where the very foundation of the transaction is alleged to have been laid in deception and the victim is induced to part with property on a representation which, from its inception, is alleged to have been dishonest, the cloak of a civil transaction cannot be permitted to smother a legitimate criminal investigation.**

17. The delay in approaching the Police would likewise not, at this stage, efface the allegations in the complaint. The allegation itself is that, the petitioners continued to hold out assurances and dodged the complainant, either in securing the promised medical seat or in returning the money, for close to two years. Whether that explanation is ultimately worthy of acceptance is a matter that investigation may unravel; it

cannot become a ground to guillotine the crime at its very inception.

18. Therefore, what appears on the surface as a delayed complaint concerning recovery of money, on a deeper delving, *prima facie* reveals the contours of a calculated act of cheating alleged against accused Nos.1 and 2. The criminal law, having only just been set in motion, cannot be commanded to halt before the investigating agency is afforded an opportunity to separate the grain from the chaff. To obliterate the crime at this embryonic stage would amount to stifling an investigation into allegations which, on their face, disclose cognizable offences. The petitions, therefore, cannot merit acceptance merely on the plea of delay or on the attempted characterization of the transaction as one purely civil in nature.

19. Finding no merit in the petitions, the petitions stand rejected.

Sd/-
(M.NAGAPRASANNA)
JUDGE

Nvj/List No.: 1 Sl No.: 38