



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 19TH DAY OF DECEMBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE MOHAMMAD NAWAZ

WRIT PETITION NO.20917 OF 2025 (GM-RES)

BETWEEN:

1. DHANUSH TEJA P,
S/O. V PANDURANGA
AGED ABOUT 33 YEARS
RESIDING AT 9A,
SAPTHAGIRI NAGAR,
TEACHERS COLONY,
3RD CROSS,
HOSUR - 635 109,
TAMIL NADU, INDIA.
2. MUKENDRA MARKANDEY,
SON OF SHRI. R.K. MARKANDEY,
AGED ABOUT 36 YEARS,
RESIDING AT T1, 2204,
BLUERIDGE TOWNSHIP,
HINJEWADI,
PUNE - 411 057,
MAHARASHTRA, INDIA.
3. PUSHPENDRA MARKANDEY,
SON OF SHRI. R.K. MARKANDEY
AGED ABOUT 33 YEARS,
RESIDING AT T22, 2103,
BLUERIDGE
TOWNSHIP, HINJEWADI,



PUNE - 411 057,
MAHARASHTRA, INDIA

...PETITIONERS

(BY SRI. SHRAVANTH ARYA TANDRA, ADVOCATE)

AND:

1. STATE BY SANJAY NAGAR POLICE STATION
J.C. NAGAR SUB-DIVISION
THROUGH STATION HOUSE OFFICER,
DR. RAJGOPAL ROAD,
SANJAY NAGAR MAIN ROAD,
NAIDU LAYOUT, RMV STAGE II,
BENGALURU - 560 094,
KARNATAKA, INDIA
REPRESENTED THROUGH
PUBLIC PROSECUTOR.
2. SUSHMA KIRAN
AGED ABOUT 38 YEARS,
W/O. KIRAN KUMAR
RESIDING AT NO.8, MARUTHI LAYOUT,
FLORENCE SCHOOL ROAD,
RMV 2ND STAGE,
BENGALURU - 560 094
KARNATAKA, INDIA.
3. SAHANA H.V
AGED MAJOR,
RESIDING AT G907,
NIKOO HOMES2, BHARTIYA CITY,
BENGALURU - 560 094



KARNATAKA, INDIA.

...RESPONDENTS

(BY SRI. ANOOP KUMAR M.V, HCGP FOR R1;
SRI. NANDISH PATIL, ADVOCATE FOR R2 AND R3)

THIS WP IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA R/W SEC. 528 OF BNSS, 2023 PRAYING TO QUASH THE FIRST INFORMATION REPORT BEARING NO. 0101/2025 DATED 10.06.2025 FOR THE OFFENCES PUNISHABLE UNDER SECTION 190 SECTION 316(2) SECTION 61(2) AND SECTION 318 (4) OF THE BHARATHIYA NYAYA SANHITA, 2023 REGISTERED BY THE R1 POLICE (ANNEXURE-A) AND ALL CONSEQUENT PROCEEDINGS ARISING THEREFROM THAT HAVE BEEN INITIATED ON THE BASIS OF THE COMPLAINT DATED 10.06.2025 OF R2 AND R3 (ANNEXURE -B) PENDING ON THE FILES OF THE III ADDITIONAL CHIEF JUDICIAL MAGISTRATE BENGALURU CITY AND ETC.,

THIS PETITION, COMING ON FOR PRELIMINARY HEARING IN 'B' GROUP, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE MOHAMMAD NAWAZ



ORAL ORDER

Petitioners are before this Court, seeking to quash the FIR registered against them in Crime No.101/2025 of Sanjay Nagar Police Station, Bengaluru City and all consequent proceedings arising therefrom, initiated on the basis of the complaint lodged by respondent No.2.

2. The FIR is registered for the offence punishable under Section 190, 316(2), 61(2) and 318(4) of the Bharatiya Nyaya Sanhita, 2023 (for short 'BNS, 2023'). The complainant has alleged criminal breach of trust, criminal conspiracy and misappropriation of property, etc.

3. Petitioners and respondent Nos.2 and 3 are present before the Court. Learned counsel appearing for the parties submitted that the matter has been settled and the parties have filed joint memo/compromise petition. The memorandum of joint memo/compromise petition signed by the petitioners, respondent Nos.2 and 3 as well as learned counsel appearing for them, is placed on



record. The contents of the compromise petition are extracted hereunder:

1. *It is submitted that in the above, the Petitioners have approached this Hon'ble Court on being aggrieved by the action of the Respondent No. 1 in setting criminal proceedings in motion against them in Crime No. 0101/2025 dated 10/06/2025 for the offences punishable under Section 190, Section 316(2), Section 61(2) and Section 318(4) of the Bharatiya Nyaya Sanhita, 2023 filed and registered by the Respondent No. 1 ("**FIR**") and all consequent proceedings arising therefrom on the files of the III Additional Chief Judicial Magistrate, Bengaluru City ("**Impugned Proceedings**"), on the grounds detailed in the present petition. It is submitted that the impugned proceedings have been initiated on the basis of the written complaint dated 10/06/2024 by the Respondent Nos.2 and 3 ("**Defacto Complainant**").*
2. *It is submitted that the genesis of the Complaint by the Respondent No. 2 arises out of an alleged breach of contract in a transaction that was purely commercial in nature. But an alleged breach of contract,*



cheating, conspiracy, misappropriation of alleged property at the instance of the Respondent No.2 has been made to become the ingredients of the impugned proceedings, thereby arraigning the Petitioners as the Accused in the Impugned Proceedings.

- 3. It is submitted that the Petitioner Nos. 2 and 3 are the directors and Petitioner No. 1, CEO who are the Co-founders of the company by name BUB IT INDIA PRIVATE LIMITED bearing Corporate Identity Number U56102PN2023PTC219402 incorporated as per the provisions of the Companies Act, 2013 on 11.04.2023.*
- 4. In the intervening period, the parties have arrived at an amicable settlement after the captioned petition has been filed before this Hon'ble Court.*
- 5. The Parties, in pursuance of a comprehensive discussion of all issues between them, have mutually negotiated a settlement, and entered into the instant joint memo/compromise, recorded and specifically the Parties are seeking closure of all claims against each other.*



6. *The petitioner will hand over the demand draft of Rs. 5,00,000/- (Rupees Five Lakhs only) by way of demand draft dated 25.11.2025 bearing no. 000040 of HDFC Bank, Marine Drive, Raipur branch in favour of Respondent No.3 before this Hon'ble Court.*
7. *The petitioner will hand over the demand draft of Rs. 5,00,000/- (Rupees Five Lakhs only) by way of demand draft dated 25.11.2025 bearing no. 000039 of HDFC Bank, Marine Drive, Raipur branch in favour of Respondent No.2 before this Hon'ble Court.*
8. *The Parties submit that the following equipment inventory has been handed over on 13.10.2025 to Respondent No.1 through Mr.Kalim, Sub-Inspector, Sanjay Nagar Police Station bearing P.F.No.88/2025:*

S No	Item	Quantity	UOM
1	Sound System	1	Nos
2	TV	1	Set
3	Cash Box	1	Nos
4	Coffee Machine	1	Nos
5	Toaster	1	Nos
6	Microwave	1	Nos
7	Blender	1	Nos



8	Coffee Grinder	1	Nos
9	Pestkill Machine	1	Nos
10	Utensils Cardboard Box	3	Nos
11	Stand Tripod	1	Nos
12	AC Unit Set	3	Set
13	Boba Counter	1	Nos
14	Softee Ice Cream Machine	1	Nos
15	Ice cube machine	1	Nos

9. *The instant joint memo/compromise constitutes a full and final settlement between the Parties and the final settlement of the claims and issues between the Parties, as more particularly set forth herein. In entering into the instant joint memo/compromise, the Parties have amicably settled the matters in terms set forth in the instant joint memo/compromise and are under no coercion or undue influence to do so. Hence, the instant joint memo/compromise is filed before this Hon'ble Court.*

10. *Each Party hereby affirms that it shall withdraw all claims filed with any governmental agency or court for any type of action or report against the other Party and shall not file or*



initiate any fresh action or claim against the other Party.

11. *Each Party and the Confirming Parties (collectively and individually) will refrain from making any adverse, derogatory or defamatory comments concerning the other Party to any third party, which shall bring such Party into disrepute and taint their goodwill.*

12. *Each Party acknowledges and agrees that (i) this joint memo/compromise, is in full and final settlement of all claims or losses of whatsoever kind or character that it has, or may ever have had, against the other Party; and (ii) by signing this Agreement, each Party is giving up any right to seek further monetary, equitable or other relief from the other Party including BUB IT INDIA PRIVATE LIMITED, for any acts or omissions, up to and including the date of execution of this joint memo/compromise.*

13. *This joint memo/compromise is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto, with the full intent of releasing all claims. The Parties acknowledge that they have read and understood the terms of this joint*



memo/compromise; they have been represented in the preparation, negotiation, and execution of this joint memo/compromise by legal counsel of their own choice or that they have voluntarily declined to seek such counsel; they understand the terms and consequences of this joint memo/compromise and of the releases it contains; and they are fully aware of the legal and binding effect of this joint memo/compromise.

4. Pursuant to the settlement, petitioners have handed over the demand draft for a sum of Rs.5,00,000/- each to respondent Nos.2 and 3. Receipt of the same has been acknowledged.

5. The Hon'ble Apex Court in **NARINDER SINGH AND OTHERS** reported in **(2014) 6 SCC 466** has held that when the parties have reached the settlement, and on that basis, petition for quashing the criminal proceedings is filed, the guiding factor in such cases would be to: i) secure ends of justice, or ii) to prevent abuse of the process of any Court. Those criminal cases having



overwhelming and predominantly civil character, particularly those arising out of commercial transaction or arising out of matrimonial relationship or family dispute should be quashed when parties have resolved their entire dispute among themselves.

6. Having perused the material on record, this Court is of the considered view that the dispute is private in nature, arising out of commercial transaction and therefore, there is no impediment for this Court to accept the compromise petition and to quash the proceedings, to secure a quietus to the entire litigation.

7. Accordingly, the following:

ORDER

- (i) The compromise petition is ***allowed***, consequently, the petition is ***allowed***;
- (ii) The entire proceedings arising out of FIR in Crime No.101/2025 of Sanjay Nagar Police Station, Bengaluru City, registered against the



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petitioners and all consequential proceedings
stand ***quashed***.

**Sd/-
(MOHAMMAD NAWAZ)
JUDGE**

SMJ
List No.: 1 SI No.: 50