**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

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**CRM-M-62364-2025(O&M)
Date of decision: 18.05.2026**

Shweta Nanda and others ...Petitioner(s)

VERSUS

State of Punjab and another ...Respondent(s)

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present :- Mr. Amit Kumar, Advocate for the petitioners.

Ms. Alisha Soni, AAG Punjab.

Mr. Hitesh Chopra, Advocate for respondentNo.2.

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<u>VINOD S. BHARDWAJ, J. (Oral)</u>

Prayer in the present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023, is for quashing of FIR No.75 dated 02.11.2024 registered under Sections 420, 120-B of the Indian Penal Code, 1860 at Police Station Division No.1, District Pathankot, along with all consequential proceedings arising therefrom on the basis of compromise dated 05.07.2025 (Annexure P-2).

2. The aforesaid FIR was registered on the complaint of M/s KCS Automobiles Pvt. Ltd. through its Director, Sh. Mridul Mittal, relevant part of which is extracted as under:-

"To The Senior Superintendent of Police, Pathankot, Pathankot Subject: Complaint against 1) M/s Bom Unicorn Techprise Private Limited 2) Saurabh Nanda, Mobile No.9811324074 3) Pooja Sodhi, Mobile No. 9810007888, Both Directors of M/s Bom Unicorn Techprise Private Limited having its office at 80/8-B, G/F Malviya Nagar, Delhi-110017 also at 301-303, 3rd

Floor, Good Earth Business Bay, Sector-58, Gurugram, Haryana-122001, 4) R.K. Nanda, Mobile No. 9811324075 5) Shweta Nanda, Mobile No. 9310424201, Both Directors of M/s Coloressence Cosmetics, Both R/o B-6, Geetanjali, Malviya Nagar, New Delhi-110017, 6) Kunal Mehra, Mobile No. 9999923223, 7) Priya Ranjan Maurya, Mobile No. 9820403105, and 8) Saksham Pandey, (0) Mobile No. 9654899237. All senior officials of M/s Born Unicorn Techprise Private Limited and M/s Coloressence Cosmetics as well, as all other responsible officials of concerned companies for committing offence of Cheating, fraud, Criminal Breach of trust and other serious offences in connivance and conspiracy with each other to a very large number of innocent persons by duping their hard earned money worth more than Rupees 100 Crores including the present complainant whose total cheated amount is approximately Rs.75 lakhs by registering an FIR u/s 318(4), 316(2), 338, 336(2), 336(3), 324(2), 3(5), 61(2) of BNS, 2023. Respected Sir, the present complaint is being filed on behalf of Sh. Mridul Mittal, Mobile No. 7696555400 who have been cheated by the above-named persons by inducing them by all the above named persons in connivance with each other have duped them and committed breach of trust in the capacity of being merchant and thereby caused wrongful loss to them to the tune of Rs. 75 Lakhs. It is most respectfully submitted as under in the following manner: 1. That starting from the month of July-August 2022, R. K. Nanda, Shweta Nanda and Saurabh Nanda, in association with other persons, floated a new company in the name of M/s Born Unicorn Techprise Pvt. Ltd started contacting the Complainant by telephone, alluring the Complainant to invest their amount in a lucrative business plan of their aforementioned Company/Cosmetics Brands. The Accused further had sent advertisements being published by M/s Born Unicorn TechprisePvt. Ltd as well as Coloressence Cosmetics in various newspapers, numerous hoardings in *different cities in India, social media, etc., where the above-mentioned brand "COMBONATION" was being advertised. Everywhere the name of Coloressence was also getting publicized as portrayed themselves to be holding a good reputation.2. That to the knowledge of the Complainant herein, the above named R. K. Nanda, Shweta Nanda and Saurabh Nanda in association with other persons floated a new company in the name of M/s Born Unicorn Techprise Pvt. Ltd. of which the above named Saurabh Nanda and Ms. Pooja Sodhi are the Directors.3. That their Priya Ranjan and Saksham Pandey by making reference of the aforementioned advertisements was continuously insisting the Complainant for one to one personal meeting so that the Complainant could be made to understand regarding the business model being launched by the aforementioned companies in the brand name of COMBONATION. Ultimately in the month of August 2023, the above said accused person visited at different times where all the above named persons had met them at various meetings.4. That since starting, all the above named persons were alluring the Complainant to invest their amount in the aforesaid company to have the Franchisee of the aforesaid brand i.e. "COMBONATION" on FOCO Model (Franchise Owned and Company/Franchiser Operated). The basic pattern for the aforesaid business, as conveyed by them was that depending upon the location of the store, one fixed amount was to be invested by the Complainant for a period as mentioned in the Agreement with a lock-in period of 02 years, thereafter towards security of the said amount one Agreement was to be executed between the Franchiser Company i.e. M/s Born Unicom Techprise Pvt. Ltd. and the concerned investor, against the invested amount the Post dated cheque (PDC) was to be issued by the aforesaid Company, thereafter out of the amount paid by the concerned investor one store having all types of cosmetics was to be opened, however, the responsibility of its* *operationwas solely to be of the Company, out of the total Sale the concerned investor/ franchisee partner was to be given at the rate of 5% on the monthly revenue subject to the Minimum Guarantee (MG) of 2.5% of the invested money which was to be termed as Security Deposit.5. That in order to win the confidence and trust of the investors, they were shown various videos and performance results of the parent company i.e M/s Coloressence Cosmetics. In this regard, it is pertinent to mention here that the above named R.K, Nanda, Shweta Nanda and Saurabh Nanda were playing the most key role while alluring the Complainant. The facts related to the allurement by the above-named persons to all the complainant came to know later on and was found that the modus operandi towards making inducements to the complainants was almost common for all.6. That during the personal meeting it was also conveyed to the Complainant that the main parent company i.e. Coloressence Cosmetics is the one who has launched the aforementioned brand i.e. "COMBONATION" through the abovenamed Company i.e. M/s Bom Unicorn Techprise Pvt. Ltd., through its concerned Directors. It was also conveyed that both the Directors of the aforesaid companies i.e. M/s Bom Unicom Techprise Pvt. Ltd. were very well experienced as Saurabh Nanda, being the son of the above-named R.K. Nanda had a good exposure and experience, whereas the other Director namely Ms. Pooja Sodhi, being the wife of Sh. Satvinder Singh Sodhi, who was working as CEO of OYO, is also having a very good business exposure and in this way the amount invested by the Complainant shall not only be fully secured rather they shall also get a very good profit from their invested amount.7. That on the basis of all the aforesaid inducements made by the above named persons and after believing on such communications to be true, the complainant herein, agreed to invest his hard earned money in the aforesaid business model of M/s Born Unicorn Techprise Pvt. Ltd.*

Accordingly the Complainant at different times paid the amount through bank transfer. The total amount paid by the Complainant is Rs. 75 Lakh.8. That after making the payment towards the aforementioned security deposit investment, the agreement was duly executed between the concerned complainant as well as M/s Born Unicorn Techprise Pvt. Ltd. Further in order to win the confidence and also to induce the Complainant for their reference as well as mouth advertisement, some of the complainant were called at the opening ceremony of the store at Greater Kailash (GK) Part-I, New Delhi. In all opening ceremonies all the above named persons as well as other family members of R.K. Nanda were also present and they all were promoting the aforesaid business model and were insisting the invited persons to invest more and more money in their aforesaid company for their said brand 1.e. "COMBONATION".9. That till the time the above-named persons were collecting money from the general public in the guise of investment, the Minimum Guarantee (MG) as committed by them has not paid anything till date. It is also relevant to submit here that none of the Complainant has ever been paid any amount even than the Minimum Guarantee (MG) amount paid i.e. just for 1 month. 10. That even so even no store of the complainant was ever opened inspite of several request being made by the complainant to the accused. party but all in vain after taking the amount from the concerned complainant, despite being conveyed and assured. Later on it was also revealed that against opening of one store at one location, the aforesaid company has received money from some other persons, also, whereas, at the time of taking money it was assured that out of the amount paid by the concerned person/ complainant the store at such particular location shall be opened but, in order to cheat people the above named persons have made multiple crore from the innocent persons by hiding the true and actual facts and figures from each other.11. That it *is important to mention here that despite full amount being taken from the Complainant, the outlet of the complainant has still not been opened. The facts related to that is of the Complainant namely M/s KCS Automobile Pvt. Ltd. for Pathankot location. 12. That when the Complainant were not getting payment even towards Minimum Guarantee (MG) and further when the stores were not opened, complainant immediately contacted the above named persons at their office at Malviya Nagar where gradually a large number of investors started gathering. Ultimately on 05.03.2024 one meeting at their Malviya Nagar office was called by the above named persons which was attended by a number of investors. Apart from the above named persons some other family members of R.K. Nanda were also present where they all were again insisting the investors to remain with the Company and not to ask for their refund but considering the situation since all the investors amount was at high risk and also the business model launched by them was not getting convincing for them, all the investors including the complainant asked their amount to be returned to them.13. That after having a lot of discussions of which the video from the mobile phone has also been prepared by complainant, the persons firstly agreed to pay the part payment towards their Minimum Guarantee (MG) and accordingly issued one Post dated cheque (PDC's) of different amount to the complainant with the assurance that the same shall be encashed on their respective representations and they also assured that very soon they will refund their entire amount to them. The complainant were also asked to purchase the Stamp Paper for Rs.2,500/- each for making the Settlement Agreement to be executed very soon. Accordingly, all the complainant also purchased such stamp papers but thereafter the above named persons started hiding and did not meet any of the complainant for such purpose.14. That thereafter the complainant have many a times tried to contact and meet the* *above named persons but they all are not only hiding themselves but are also neglecting the phone calls of the complainant. The aforesaid company is continuously and in a very speedy manner closing almost all outlets. The complainant are also apprehending that the above named persons may fly away from the country who have already collected multiple crores of amount from the public including the complainant. The complainant have also heard from the reliable source that the above named persons are also in the process to sell out the companies including their brands to some other company as they have earlier done for M/s Nature Essence Pvt. Ltd. 15. That in such a panic situation and when the complainant were not getting in touch with the above named persons but kept on trying to knock every door possible to get their refunds but all in vain till date.16. That the urgent and strict action is required to be taken in view of the aforementioned facts and circumstances as well as the apprehensions of the complainant which is likely to be happened in this emergent situation where the investors including the complainant are moving pillar to post. The Inquiry/ Investigation would reveal that how many innocent investors have been duped by the aforesaid company and how much amount they have cheated from them which fact is not possible for any of the complainant to gather it from their own. Under the aforesaid facts and circumstances, you are, therefore, requested to kindly take necessary and strict legal action including the registration of FIR against all the aforesaid persons/ companies, its directors and other erring officials. It is also requested that further necessary action including the attachment of all Bank Accounts and the passports of all the responsible persons be also attached/seized otherwise there is serious apprehension that the main and prominent officials/Directors may fly away and, by registering an FIR u/s 318(4), 316(2), 338, 336(2), 336(3), 324(2), 3(5), 61(2) of BNS, 2023."*

3. However, with the intervention of the respectables, the parties have decided to compromise the matter. Hence, the present petition. The parties were thus directed to appear before the learned trial Court/Illaqa Magistrate vide order dated 10.11.2025 of this Court, to get their statements recorded regarding the compromise arrived at between the parties and a report in this regard was called for.

4. Pursuant to the said order, report has also been received from the Additional Chief Judicial Magistrate, Pathankot, vide Memo No.98 dated 08.04.2026. The relevant extract of the report is reproduced as under:-

> *"After perusing the statements got recorded by the parties, the following report is submitted as under :-*
>
> *i. Number of accused arraigned in the FIR -3*
>
> *ii. Number of accused who have appeared before the Trial Court and made statements-3*
>
> *iii. Whether any of the accused is an absconder/proclaimed person(s)- As per statement IO, no accused is declared proclaimed offenders.*
>
> *iv. Name(s) of all the complainant and injured/aggrieved - 01 complainant namely Mridul Mittal.*
>
> *v. Whether all injured/aggrieved have appeared and their statements recorded - Yes*
>
> *vi. The stage at which the trial is pending - As per report of Ahlmad, only FIR is received.*
>
> *vii. Satisfaction of the Trial Court that the compromise is*

genuine, voluntary and out of free will of the parties - Yes.

viii. Whether any other criminal case or proceedings is pending against the accused- As per statement of accused, there is no other criminal case or proceeding is pending against them."

5. Learned State Counsel does not dispute the factum of the compromise amongst the parties and does not have any serious objection to the resolution of the dispute amongst the parties.

6. Learned counsel for respondent No.2 reiterates the settlement and his concurrence to the FIR and all the other consequential proceedings being quashed.

7. Hon'ble Supreme Court in the matter of '***CBI, ACB Mumbai v. Narendra Lal Jain and others***', reported as **(2014) 5 SCC 364**, held as under:

> ***13.*** *In the present case, as already seen, the offence with which the respondent-accused had been charged are under Sections 120-B/420 of the Penal Code. The civil liability of the respondents to pay the amount to the Bank has already been settled amicably. The terms of such settlement have been extracted above (see para 3). No subsisting grievance of the Bank in this regard has been brought to the notice of the Court. While the offence under Section 420 IPC is compoundable the offence under Section 120-B IPC is not. To the latter offence the ratio laid down in B.S. Joshi [(2003) 4 SCC 675] and Nikhil Merchant [(2008) 9 SCC 677] would apply if the facts of the given case would so justify. The observation in Gian Singh[(2012) 10 SCC 303] (para 61) will not be attracted in the present case in view of the offences alleged i.e. under Sections 420/120-B IPC.*

> ***14.*** *In the present case, having regard to the fact that the liability to make good the monetary loss suffered by the Bank had been mutually settled between the parties and the accused had accepted the liability in this regard, the High Court had thought it fit to invoke its power under Section 482 CrPC. We do not see how such exercise of power can be faulted or held to be erroneous. Section 482 of the Code inheres in the High Court the power to make such order as may be considered necessary to, inter alia, prevent the abuse of the process of law or to serve the ends of justice. While it will be wholly unnecessary to revert or refer to the settled position in law with regard to the contours of the power available under Section 482 CrPC it must be remembered that continuance of a criminal proceeding which is likely to become oppressive or may partake the character of a lame prosecution would be good ground to invoke the extraordinary power under Section 482 CrPC."*

8. On consideration of the above, the following relevant factors emerge for supplementing a case for invocation of the powers under Section 528 of BNSS, 2023:-

(i)The dispute in question is monetary in nature where the petitioners are alleged to have lured the complainant into investing Rs.75 lakhs in their company.

(ii) Continuation of criminal proceedings against the petitioners would hamper their career prospects and affect the discharge of their social obligations.

(iii)It is established from the report of Additional Chief Judicial Magistrate, Pathankot that the compromise has been effected voluntarily between the parties and the same is genuine and without any coercion or any undue pressure.

(iv)The FIR pertains to the year 2024 and the prolonged pendency of criminal proceedings has itself caused continued anxiety and hardship to the parties, without any corresponding advancement to the cause of justice.

(v)Significantly, the parties have amicably resolved their disputes and entered into a compromise of their own free will, with the intervention of respectable members of the society.

(vi)In view of the compromise so arrived at, the likelihood of the complainant supporting the prosecution case is remote and the probability of securing a conviction is also bleak.

(vii)The continuation of criminal proceedings would serve no larger public purpose and would only result in unnecessary harassment of the parties and futile expenditure of valuable judicial time.

9. In view of the report of the Additional Chief Judicial Magistrate, Pathankot and having regard to the settled principles laid down by the Hon'ble Supreme Court on the subject, the instant petition is allowed. FIR No.75 dated 02.11.2024 registered under Sections 420, 120-B of the Indian Penal Code, 1860 at Police Station Division No.1, District Pathankot, along with all consequential proceedings arising therefrom, is hereby quashed in view of the compromise dated 05.07.2025 (Annexure P-2) subject to deposit of costs of Rs.50,000/- (in total) to be paid by the petitioners with the "Red Cross. Old Age Home" A/c No.50100286016319, IFSC-HDFC0004030, HDFC Bank, Sector-15, Panchkula".

10. Petition is **allowed** in the above terms.

18.05.2026 **(VINOD S. BHARDWAJ)**
SumitGusain **JUDGE**

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No