

*** IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of Reserve: 13th August, 2010

Date of Order: 18th August, 2010

+ W.P. (CrI.) 1432/2008

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18.08.2010

RAJ KUMAR ROHILLA & ANR.

..... Petitioner

Through Mr R.K. Tiwari & Mr R.S. Sharma
Advocates.

versus

STATE

..... Respondent

Through Mr Sunil Sharma, APP
with Inspector Roop Lal.

JUSTICE SHIV NARAYAN DHINGRA

1. Whether reporters of local papers may be allowed to see the judgment?
2. To be referred to the reporter or not?
3. Whether judgment should be reported in Digest?

JUDGMENT

1. The present petition has been filed for quashing of FIR No. 39/2003, P.S. Civil Lines, registered under Section 420, 468, 471, 120-B IPC read with Section 13 (1) (d) of the Prevention of Corruption Act on the complaint of Petitioner No. 2. Quashing of FIR is sought on the ground of compromise arrived at between Petitioner No. 2 and Petitioner No. 1, who is the main accused. It is stated that since the parties have compromised, the FIR should be quashed.

2. Mr. Ashok Kumar Goyal, Petitioner No. 2 had taken a plot under EWS category measuring 25.9 square meter from DDA. He was allotted Plot No. 199 in Pocket-10 in Sector-2 (now Sector – 21), Rohini, Delhi, vide letter dated 12th May, 1995. He deposited full and final payment with DDA and was given possession of the plot. A perpetual lease deed for registration in the office of Sub Registrar, Pitampura was presented by DDA on 11th April, 1997. This perpetual lease deed was to be handed over to Mr. Ashok Kumar Goyal by DDA. However, the same was not handed over to him despite his repeated visits. Later on he learnt that the officials of Sub Registrar, Pitampura handed over his perpetual lease deed to some property dealer who after forging his signatures on certain documents, got this plot converted to freehold in connivance with officials of Land Sales Branch, DDA, Rohini branch. Mr. Ashok Kumar Goyal made a complaint to police for investigation of the case and found out who were the officials who were in league with property dealer, who had forged his signatures, got the land converted into freehold and then sold the plot and construction was made over it to deprive him of his property. Accused Raj Kumar Rohilla was the occupant of the land and it is he who had constructed the property. The investigation showed that he had forged the documents in connivance with certain DDA officials and FIR No. 39/2003 was lodged on the complaint of Mr. Ashok Kumar Goyal under Section 420, 418, 471 IPC read with Section 13(1)(d) of Prevention of Corruption Act.

3. It is submitted by counsel for the petitioner that possession of the plot along with construction over it has been given back to the complainant Mr. Ashok Kumar Goyal and a compromise had been arrived at between the petitioners and complainant had agreed to pay cost of construction and it is his free will if he may sell the property to accused.

4. I consider that this case has serious implications. There is rampant corruption in DDA. DDA officials in league with property dealers, are indulging in the forgery of documents and properties of innocent persons are being sold by property dealers. It is not merely a case of personal injury to complainant Mr. Ashok Kumar Goyal that he can enter into compromise. Those DDA officials who indulged into conspiracy with accused and committed forgery must be brought to book.

5. I consider that it is not a fit case where the Court should allow quashing of FIR on the basis of compromise. The petition is hereby dismissed.

18th August, 2010
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SHIV NARAYAN DHINGRA, J.