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

+ CRL.M.C. 429/2015

RAM AGGARWAL

..... Petitioner

Represented by: Mr.Arun Nischal, Advocate

versus

PUSHPA RANI

..... Respondent

Represented by: Mr.Varun Hans, Advocate

CORAM:

HON'BLE MR. JUSTICE PRADEEP NANDRAJOG

ORDER

% **15.09.2016**

1. The undisputed facts are that the complainant is the owner of premises bearing Municipal No.D/3-A NDSC Part I. Under a registered lease-deed dated July 13, 2006 the ground floor thereof was leased to SJP Global, a company of which the petitioner is a Director.
2. The duration of the lease, which I find is a registered lease, was for a period of 3 years commencing from July 10, 2006 and ending on the midnight of July 09, 2009.
3. The landlady was constrained to file a complaint under Section 200 Cr.P.C. naming petitioner as the accused. She pleaded therein that the accused had forged her signatures on a letter which records that the premises taken on lease has been returned.
4. The landlady was constrained to file CS (OS) No.2055/2009 seeking arrears of rent and possession.

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5. Parties were referred to mediation. On July 28, 2011 a mediation settlement was arrived at, as per which the company agreed to pay ₹7 lacs. After adjusting the security amount in sum of ₹2.4 lacs balance sum of ₹4.6 lacs was agreed to be paid by means of a pay order on August 01, 2011. The company agreed to remove its belongings. It was agreed that the property shall be vacated on or before July 31, 2011.
6. The mediation settlement was given effect to. The suit was disposed of on August 01, 2011.
7. Clause 'd' of para 6 of the mediation agreement clearly records that the settlement agreement will not bar the complainant to pursue the criminal complaint filed against the defendant company.
8. Seeking quashing of the complaint and the summoning order dated November 22, 2014 reliance is placed upon a settlement as also the law pertaining to when can a vicarious liability be fastened upon a Director of a company for an offence committed by a company.
9. In view of the express exclusion in the mediation settlement the petition cannot rely upon the same. As regards the law as to when a Director would be vicariously liable for an offence committed by a company, suffice it to state that in the complaint it is alleged that the petitioner has forged the signatures of the complainant on the vacation/ejectment letter.
10. The settlement records that possession would be handed over by July 31, 2011, which totally contradicts the contents of the document which the landlady alleges to be a forged document.

11. Forging signatures is a serious offence. No case is made out to quash the complaint or the summoning order.

12. The petition is dismissed.

13. TCR be returned.

CrI.M.A.Nos.1684/2015 & 6108/2015

Dismissed as infructuous.

PRADEEP NANDRAJOG, J.

SEPTEMBER 15, 2016

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