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

+ W.P.(CRL) 2399/2016 and CRL.M.A. 12647/2016

SALIL KUMAR CHATTERJEE

..... Petitioner

Through: Mr. R.S. Mishra, Mr. Upender and
Mr. Anand Mishra, Advocates.

versus

THE STATE (GNCT OF DELHI) & ORS

..... Respondents

Through: Ms. Nandita Rao, ASC along with SI
Surender Kumar, PS-Shalimar Bagh,
for the State.

CORAM:
HON'BLE MR. JUSTICE VIPIN SANGHI

ORDER
14.09.2016

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This matter has been taken up today since 13.09.2016 was declared as holiday on account of Id-ul-Zuha (Baqried).

The petitioner has preferred the present writ petition to seek a mandamus directing respondents No.2 to 6, namely the police authorities of the State to investigate the matter regarding the alleged forgery committed by Paras Jain, S/o Pramod Jain in respect of the General Power of Attorney produced by him from several landowners.

The case of the petitioner is that the land of the landowners was acquired under the Land Acquisition Act. Paras Jain claimed that he had the

General Power of Attorney from the said landowners. The petitioner claims that on the basis of the said power of attorney, the said Paras Jain negotiated an agreement with the petitioner, whereunder the petitioner was to receive fee for getting the land de-notified from acquisition. The said agreement/MOU, admittedly, was never executed. The petitioner has placed on record an unsigned copy of the said MOU dated 27.04.2016. The petitioner claims that the signatures of the landowners on the power of attorney obtained from the landowners are forged and fabricated.

Firstly, the kind of the agreement set up by the petitioner with the said Paras Jain appears to fall foul of law. It appears that the petitioner is a power broker and wheeler-dealer. No individual can enter into an agreement to use his influence to obtain de-notification of the land which is notified for acquisition. Therefore, the so-called agreement between the petitioner and the said Paras Jain appears to be void, and even if any consideration has passed to Paras Jain under the said agreement, the same is hit by the doctrine of *in pari delicto*.

Moreover, the apprehension expressed by the petitioner is without any basis for the reason that the landowners have not come forward to claim that Paras Jain had forged and fabricated a General Power of Attorney containing their forged signatures. There is no basis for the complaint made by the petitioner.

Dismissed.

VIPIN SANGHI, J

SEPTEMBER 14, 2016

B.S. Rohella