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

*Delivered on: 2<sup>nd</sup> February, 2016*

+ **CRL.M.C. 4763/2014 & CrI.M.A.Nos.16316/2014 (Stay),  
8635/2015 (Directions), and 6458/2015 (Vacation of stay)**

ANAND KUMAR MOHATTA & ANR.

..... Petitioners

Represented by: Mr.Sidharth Luthra, Senior Advocate  
with Mr.Devashish Bharuka,  
Mr.Sanjiv Goel and Ms.Anu Tyagi,  
Advocates.

Versus

STATE (GOVT. OF NCT OF DELHI) & ANR.

..... Respondents

Represented by: Ms.Meenakshi Chauhan, Additional  
Public Prosecutor for the State with  
SI Muneesh Kumar, PS Barakhamba  
Road.  
Ms.Rebecca M John, Senior Advocate  
with Mr.Vishal Gosain, Mr.Harsh Bora  
and Mr.Nijay, Advocates for  
Respondent No.2.

**CORAM:**

**HON'BLE MR. JUSTICE SURESH KAIT**

**SURESH KAIT, J.**

**CRL.M.C. 4763/2014**

1. By way of this petition filed under Section 482 of the Code of Criminal Procedure, 1973 ('Cr.P.C.'), petitioners seek directions

thereby quashing of FIR No.0139/2014 registered at Police Station Barakhamba Road, New Delhi, for the offence punishable under Sections 406/417/420 of the Indian Penal Code, 1860 ('IPC').

2. Learned senior counsel appearing on behalf of the petitioners submitted that the Agreement was signed on 03.06.1993 and the FIR in question was registered on 20.08.2014, i.e., after 21 years. The FIR was preceded by the communication dated 29.09.2011 sent by the petitioner No. 1 to the respondent No. 2, reflecting disinterest to enter into a new agreement with respondent No.2. The same is also reflected in the letter dated 28.05.2005, which clearly shows that prior meeting had taken place between petitioner No. 2 and respondent No.2, which had failed. The said prior meeting took place after property was transferred in the name of the petitioner No. 2.

3. Learned senior counsel further submitted that prior to the FIR, a criminal complaint dated 19.11.2011 with the very same allegations was filed by the respondent No.2 at Police Station Barakhamba Road, New Delhi, followed by a complaint dated 10.09.2012 with the Additional Commissioner of Police. Despite, the police did not register the case, therefore, the respondent No.2 filed an application under Section 156(3) Cr.P.C., which was withdrawn later on. Without any change of circumstances and bald assertions contrary to the withdrawal order dated 11.11.2013 and to avoid the reply dated 14.03.2013 filed by the petitioners before the official of Police Station Barakhamba Road, the complainant collusively got registered the FIR

in question at the very same Police Station.

4. Learned senior counsel further submitted that the matter is purely of civil in nature and the officer registering the FIR has chosen to ignore the nature of the transaction, as agreed vide Agreement dated 03.06.1993. The relevant clauses of this Agreement are Clause 37, which indicates that the Developer shall not have any right, title or interest in the land, Clause 51 indicates that time is the essence of the agreement and Clause 53 contains an arbitration clause.

5. In terms of the Agreement, possession of the outhouse was handed over to the respondent No.2 specifying that no right was created in his favour as per the letter dated 03.06.1993. The respondent No.2, who had no rights, remained in possession of the outhouse of the property without any payment for 21 years.

6. Learned counsel further submitted that the respondent No.2 neither even tendered the entire amount of security of Rs.2,50,00,000/- (Two Crores Fifty Lakhs) nor seek to enforce its rights, if any, against the petitioners.

7. Also submitted that under Section 40 of the Transfer of Property Act, 1882, (for short 'TP Act') and Section 19(b) of the Specific Relief Act, 1963, (for short 'SR Act') rights of a party can be enforced against the successors-in-interest or assignees.

8. To strengthen his arguments, counsel for the petitioners has relied upon the case of ***Ram Baran Prasad Vs. Ram Mohit Hazra and***

**Ors., AIR 1967 SC 744**, wherein the Supreme Court held that:-

*"5.....It is obvious that in these clauses the expression "parties" cannot be restricted to the original parties to the contract but must include the legal representatives and assignees of the original parties....."*

9. The Supreme Court further observed:-

*"10.....But there has been a change in the legal position in India since the passing of the Transfer of Property Act. Section 54 of the Act states that a contract for sale of immovable property "does not, of itself, create any interest in or charge on such property."*

10. Learned senior counsel further submitted that provisions of Section 40 TP Act are also applicable in this case. The same reads as follows:

*"40. Burden of obligation imposing restriction on use of land*

*Where, for the more beneficial enjoyment of his own immovable property, a third person has, independently of any interest in the immovable property of another or of any easement thereon, a right to restrain the enjoyment in a particular manner of the latter property, or*

*Or of obligation annexed to ownership but not amounting to interest or easement : Where a third person is entitled to the benefit of an obligation arising out of contract and annexed to the ownership of immovable property, but not amounting to an interest therein or easement thereon, such right or obligation may be enforced*

*against a transferee with notice thereof or a gratuitous transferee of the property affected thereby, but not against a transferee for consideration and without notice of the right or obligation, nor against such property in his hands.”*

11. Learned senior counsel submitted that the second paragraph of aforementioned Section when taken with the illustration [A contracts to sell Sultanpur to B. While the contract is still in force he sells Sultanpur to C, who has notice of the contract. B may enforce the contract against C to the same extent as against A.] establishes two propositions: (1) that a contract for sale does not create any interest in the land, but is annexed to the ownership of the land and (2) that the obligation can be enforced against a subsequent gratuitous transferee from the vendor or a transferee for value but with notice. From bare reading of Section 14 along with Section 54 TP Act, it is manifestly clear that a mere contract for sale of immovable property does not create any interest in the immovable property.

12. Learned senior counsel further submitted that respondent No.2, after filing of the FIR, moved an application under Section 11 of the Arbitration and Conciliation Act, 1996, before this Court praying for appointment of an Arbitrator under Clause 53 of the Agreement dated 03.06.1993. Thus, the dispute is purely of civil in nature.

13. Learned senior counsel submitted that neither the offence of cheating nor the breach of criminal trust is made out in this case, hence, element of criminality does not exist.

14. In support of his submissions learned counsel has relied upon the cases of *Hira Lal Hari Lal Bhagwati Vs. CBI, New Delhi, (2003) 5 SCC 257*, *Rashmi Jain Vs. State of Uttar Pradesh and Anr., (2014) 13 SCC* and *Binod Kumar Vs. State of Bihar and Ors., (2014) 10 SCC 663*.

15. On the other hand, learned Additional Public Prosecutor appearing on behalf of the State/respondent No.1 submitted that all the issues raised by the petitioners cannot be decided at this stage as the case is still pending under investigation. The chargesheet is yet to be filed. Therefore, present petition has been filed at the pre-mature stage. Moreover, as per the settled legal position, investigation cannot be nipped at the bud.

16. While refuting the submissions made by learned counsel for the petitioners, it is submitted by learned counsel appearing on behalf of the respondent No.2 that the Complainant Company had entered into an Agreement dated 03.06.1993 with the petitioner No.1 and had paid him a sum of Rs. 1,00,00,000/- (One Crore only) way back in 1993 and had also executed a Power of Attorney. As per the said agreement, the petitioner No.1 was not entitled to create any third party interests or to transfer ownership; however, the said petitioner had fraudulently transferred the property in question in favour of his wife, i.e., petitioner No.2 thereby caused a criminal breach of trust.

17. Learned counsel for the respondent No.2 further submitted that neither the petitioner No.1 paid the aforesaid amount of

Rs.1,00,00,000/- (One Crore) to the respondent No.2 nor forfeited the same. Moreover, the aforesaid Agreement is still subsisting *inter se* the parties, as neither of them have terminated the same. Thus, the respondent No.2 is a victim of massive fraud at the hands of the petitioner No.1 in connivance with petitioner No.2.

18. Learned counsel submitted that as regards the contention of petitioners that respondent No.2 has unconditionally withdrawn its application filed under Section 156(3) Cr.P.C., the petitioners themselves sought to settle the matter, therefore, the respondent No.2 agreed to the overtures made by the petitioner No.1 and instructed its officers to withdraw the said complaint. However, to the dismay of the respondent No.2, since the petitioners once again did not take any step further to assuage the issues in dispute, therefore, the obdurately fraudulent conduct compelled the respondent No.2 to tender the complaint which led to the registration of FIR in question.

19. Learned counsel further submitted that since the matter is still under investigation, therefore, the present petition is not maintainable at this stage.

20. In support of his submissions, learned counsel has relied upon the cases of *State of A.P. Vs. Gourishetty Mahesh & Ors.*, 2010(3) Crimes 133 (SC), *State of Bihar & Anr. Vs. P.P.Sharma, IAS & Anr.*, 1992 Supp. (1) SCC 222, *State of Karnataka & Anr. Vs. Pastor P. Raju*, (2006) 3 SCC (Crl.) 179 and *Dharmatma Singh Vs. Harminder Singh & Ors.* (2011) 6 SCC 102.

21. I have heard the learned counsel for the parties.

22. The aforesaid case was registered against the petitioners for dishonest misappropriation on the complaint of respondent No.2, Indeeep Arora, Authorized Representative ('AR') of M/s Ansal Properties & Infrastructure Ltd., formerly known as Ansal Properties and Industries Limited (hereinafter to be referred as 'APIL'), which is a Public Limited Company engaged in the estate development business. In complaint, it was alleged that the petitioner No.1 had represented himself as the sole, absolute and perpetual owner/perpetual lessee of the plot of land admeasuring about 1.315 acres situated at 20, Ferozeshah Road, New Delhi along with super-structure constructed thereupon (hereinafter referred to as 'the said property'). It was further represented and assured by petitioner No.1 to APIL that the said property was free from all encumbrances of any and every nature and that he would continue to keep the said property as such till duration and completion of the implementation of the Agreement in respect thereof as then sought to be agreed.

23. Believing the representations and assurances of the petitioner No.1, APIL on one hand and the petitioner No.1 on the other hand entered into an Agreement on 03.06.1993, *inter alia*, for development and construction of group housing on the said property, as permissible in law. As per the aforesaid Agreement, it was specifically undertaken by the petitioner No.1 that he would not sell, transfer or convey any part or portion of the said property to anybody. Accordingly, APIL

deposited a sum of Rs.1,00,00,000/- (Rupees One Crore only) with petitioner No.1 through bank drafts, which were duly honoured when presented for encashment.

24. Moreover, pursuant to aforesaid Agreement, petitioner No.1 also executed a General Power of Attorney ('GPA') dated 03.06.1993, *inter alia*, in favour of Shri Sushil Ansal, Chairman of APIL, which is still valid and has never been cancelled and revoked by the petitioner No.1.

25. In furtherance of the aforesaid Agreement, petitioner No.1 also handed over the actual physical vacant possession of a specific portion of the immovable property bearing Municipal No.20, Ferozshah Road, New Delhi, to APIL. However, the said petitioner continues to be in use and possession of amount of Rs.1,00,00,000/- (Rupees One Crore only) noted above and the said amount has never ever been refunded to APIL. However, APIL continues to be in actual physical use, possession and control of the specific portion of the aforementioned immovable property.

26. Believing *bona fide*ly and diligently upon the representations and assurances given by the petitioner No.1, APIL fulfilled all its obligations under the aforementioned Agreement dated 03.06.1993, especially with respect to the payment of the consideration payable on signing. Subsequently, in terms of Clause 29 of the aforementioned Agreement, APIL also paid the first installment of Rs.16,00,755/- (Rupees Sixteen Lacs seven hundred fifty five only), which also included amount of share of petitioner No.1 on account of conversion

charges, to the Land & Development Office, New Delhi, on 26.09.1994

27. It is further stated that APIL also contacted the Competent Authorities including the Municipal Authorities to apprise itself of the latest bye-laws and the provisions. The said enquiries revealed that the petitioner No.1 also filed some plans for the development of the said property with Municipal Authorities earlier which somehow appeared to have been rejected, *inter alia*, including from Delhi Urban Art Commission, Department of Architecture and Environment and then New Delhi Municipal Committee. The aforesaid facts and the position was never ever disclosed or made known to APIL and as such, the petitioner No.1 dishonestly and fraudulently concealed the same to derive undue benefit from APIL.

28. Moreover, the determined and committed officers of the APIL including the Architects appointed for the development and construction on the said property proceeded to finalise the building plans so as to file them with the competent authorities and pursue the implementation of the aforesaid Agreement. Thus, APIL spent a great deal of time, effort and resources including its investment in the said property. Not only the petitioner No.1 failed to perform his part of the obligations under the aforesaid Agreement but also never informed to any of the officers of APIL that he was no longer the owner of the said property. It was revealed when the Land & Development Office, Ministry of Urban Development, Government of India, Nirman

Bhawan, New Delhi, in terms of its letter dated 22.09.2011 informed Shri Sushil Ansal, Chairman of APIL, that the said property had already been mutated in the records of the Land & Development Office in the name of Smt. Shobha Anand Mohatta, i.e., petitioner No.2 and wife of petitioner No.1. Consequently, it was directed by Land & Development Office that they would not entertain Shri Ansal any longer as an Attorney of the petitioner No.1.

29. It is further averred in the complaint that the alleged sale, if any, in respect of the said property by the petitioner No.1, in favour of petitioner No.2 is collusive and sham and both of them in collusion and conspiracy with each other, have acted in furtherance of their common intention to defraud and deceive APIL and usurp their lawful and valuable rights and interests in the said property. The petitioner No.1 or anybody else acting on his behalf has never even informed APIL or any of its representatives at any point of time that the petitioner No.1 had sold, transferred and conveyed the said property in favour of his wife, i.e., petitioner No.2. In fact, the petitioner No.2 was always aware and in the specific knowledge of the aforementioned Agreement dated 03.06.1993 executed between APIL and petitioner No.1 as well as execution of GPA noted above on receipt of Rs.1,00,00,000/- (One Crore). Despite having specific knowledge of all the background, the petitioner No.2 connived and conspired with her husband, i.e., petitioner No.1 to deprive APIL of its legitimate rights in the said property and make the aforementioned GPA inoperative, which has never ever been cancelled or revoked by its executants.

30. Admittedly, the complainant company had paid a sum of Rs. 1,00,00,000/- (One Crore only) to the petitioner No.1 way back in 1993 and had executed a Power of Attorney in its favour. It is also not in dispute that a sum of Rs. 16,00,755/- (Rupees Sixteen Lakhs Seven Hundred and Fifty Five only) towards conversion charges was also deposited by the said Company on 26.09.1994 with the Land and Development Office, New Delhi, and started efforts towards the performance of its part of the contract and had been communicating with the authorities vide letters dated 07.10.1995 and 01.06.1999. But during this period the petitioner No.1 entered into a false and frivolous family settlement, whereby the property in dispute, i.e., 20, Firozshah Road, New Delhi, had been transferred clandestinely in the name of his wife, i.e., petitioner No.2. Thus, the petitioners have caused wrongful loss to APIL and gained to his own family. It is important to note that the complainant has valuable interest in the property vide Agreement dated 03.06.1993 and the petitioner No.1 had no authority to create any third party interest in the property without permission and information of the respondent No.2.

31. As argued by counsel for the respondent No.2 that fraudulent act on the part of the petitioners is established from the fact that they had under-valued the property in the collusive suit filed by them before the Bombay High Court at Rs.1,21,567/- (Rupees One Lakh Twenty One Thousand Five Hundred and Sixty Seven only) in 2003 whereas in 1993, at the time of execution of the collaboration agreement, the petitioner No.1 took Rs.1,00,00,000/- (One Crore only) from the

Complainant Company.

32. It is not in dispute that the respondent No.2 came to know about transfer of the property in question in favour of petitioner No.2 for the first time from the Land & Development Office when the said Department while replying the complainant's letter dated 10.08.2011 pursuant to the amount deposited towards the conversion charges, informed it vide letter dated 22.09.2011 that as per the records, property in question stood transferred/mutated in the name of the petitioner No.2.

33. As informed by the learned Additional Public Prosecutor appearing on behalf of the State that the matter is pending for investigation.

34. In a Catena of judgements, the Supreme Court has clearly laid down that while exercising the inherent powers vested under Section 482 of the Code of Criminal Procedure, this Court should refrain from holding a mini trial particularly when disputed facts are involved in a given case. It is also well neigh settled that the investigation ought not to be impeded or interfered with at the threshold particularly when the Investigating Agency is in the process of ascertaining the truth by verification of the material which forms subject matter of the dispute.

35. In the case of ***Dharmatma Singh*** (*supra*), the Supreme Court held that:-

*“22. Section 482 of the Code of Criminal Procedure saves the inherent powers of the High Court to make such orders as may be necessary to give effect to any order under the Code or to prevent abuse of the process of any court or otherwise to secure the ends of justice. It has been held by this Court in R.P. Kapur v. State of Punjab, AIR 1960 SC 866 that Section 561-A of the Criminal Procedure Code, 1898 (which corresponds to Section 482 of the Criminal Procedure Code, 1973) saves the inherent power of the High Court to make such orders as may be necessary to give effect to any order under the Code or to prevent abuse of the process of any court or otherwise to secure the ends of justice and such inherent power cannot be exercised in regard to matters specifically covered by the other provisions of the Code and therefore where the Magistrate has not applied his mind under Section 190 of the Code of Criminal Procedure to the merits of the reports and passed order, the High Court ought not to consider a request for quashing the proceedings.*

*23. In the case of R.P. Kapur on 10.12.1958, M.L. Sethi lodged a First Information Report against R.P. Kapur and alleged that he and his mother-in-law had committed offences under Sections 420-109, 114 and 120B of the Indian Penal Code. R.P. Kapur moved the Punjab High Court under Section 561A of the Code of Criminal Procedure for quashing the proceedings initiated by the First Information Report. When the petition of R.P. Kapur was pending in the High Court, the police report was submitted under Section 173, Code of Criminal Procedure and the High Court held that no case had been made out for quashing the proceedings under Section 561-A of the*

*Criminal Procedure Code, 1898 and dismissed the petition. R.P. Kapur carried an appeal by way of Special Leave to this Court and this Court dismissed the appeal for inter alia the following reasons:*

*“6.....In the present case the magistrate before whom the police report has been filed under Section 173 of the Code has yet not applied his mind to the merits of the said report and it may be assumed in favor of the Appellant that his request for the quashing of the proceedings is not at the present stage covered by any specific provision of the Code. It is well established that the inherent jurisdiction of the High Court can be exercised to quash proceedings in a proper case either to prevent the abuse of the process of any court or otherwise to secure the ends of justice. Ordinarily, criminal proceedings instituted against an accused person must be tried under the provisions of the Code, and the High Court would be reluctant to interfere with the said proceedings at an interlocutory stage....”*

36. Moreover, this Court should not generally interfere in the investigation of the case unless it is of the view that interference is warranted because of police officer is conducting investigation in a *mala fide* manner. In support of his submission, learned counsel for the respondent No.2 has relied upon the case of ***State of Karnataka Vs. M. Devendrappa & Anr. (2002) 3 SCC 89***, wherein the Supreme Court held as under:-

*“9. As noted above, the powers possessed by the High Court under Section 482 of the Code are very*

*wide and the very plenitude of the power requires great caution in its exercise. Court must be careful to see that its decision in exercise of this power is based on sound principles. The inherent power should not be exercised to stifle a legitimate prosecution. The High Court being the highest Court of a State should normally refrain from giving a prima facie decision in a case where the entire facts are incomplete and hazy, more so when the evidence has not been collected and produced before the Court and the issues involved, whether factual or legal, are of magnitude and cannot be seen in their true perspective without sufficient material. Of course, no hard and fast rule can be laid down in regard to cases in which the High Court will exercise its extraordinary jurisdiction of quashing the proceeding at any stage. [See. The Janata Dal etc. v. H.S. Chowdhary and Ors. etc. 1993 SCC Cri 36, Raghubir Saran (Dr.) v. State of Bihar AIR 1964 SC 1]. It would not be proper for the High Court to analyse the case of the complainant in the light of all probabilities in order to determine whether a conviction would be sustainable and on such premises, arrive at a conclusion that the proceedings are to be quashed. It would be erroneous to assess the material before it and conclude that the complaint cannot be proceeded with. In proceeding instituted on complaint, exercise of the inherent powers to quash the proceedings is called for only in a case where the complaint does not disclose any offence or is frivolous, vexatious or oppressive. If the allegations set out in the complaint do not constitute the offence of which cognizance has been taken by the Magistrate, it is open to the High Court to quash the same in exercise of the inherent powers under Section 482 of the Code. It is not, however, necessary that there should be*

*meticulous analysis of the case before the trial to find out whether the case would and in conviction or acquittal. The complaint has to be read as a whole. If it appears that on consideration of the allegations in the light of the statement made on oath of the complainant that the ingredients of the offence or offences are disclosed and there is no material to show that the complaint is mala fide, frivolous or vexatious, in that event there would be no justification for interference by the High Court. When an information is lodged at the police station and an offence is registered, then the mala fides of the informant would be of secondary importance. It is the material collected during the investigation and evidence led in Court which decides the fate of the accused person. The allegations of mala fides against the informant are of no consequence and cannot by themselves be the basis for quashing the proceeding.”*

37. In the case of **Pastor P. Raju** (*supra*), the Supreme Court observed that the High Court ought not to have interfered with and quashed the entire proceedings in exercise of power conferred by Section 482 Cr.P.C. when the matter was still at the investigation stage.

38. So far as the contention raised by the learned counsel for the petitioners that the case is of civil nature, whereas allegations in the FIR against the petitioners are of criminal breach of trust. Thus, the aggrieved party can sue the petitioners for recovery of the amount in a civil suit and can also file a criminal complaint with the police to punish the petitioners for the offence committed.

39. Moreover, it was pointed out by the learned Additional Public

Prosecutor that counsel for the petitioners submitted before this Court that the case was registered against the petitioners for the offence punishable under Sections 417/420 with Section 406 IPC. Whereas, as per the FIR in question, the same was registered under Section 406 IPC. Therefore, case is at the advance stage of investigation and chargesheet is yet to be filed. Thus, at this stage, neither the petitioners nor the respondent No.2 can say with certainty whether chargesheet would be filed against the petitioners or not and if filed, under which provisions of law. Similarly, either of the possibility, that after completion of investigation the Investigating Agency may discharge the petitioners or file the chargesheet, cannot be ruled out completely at this stage.

40. There is another aspect of the matter which deserves notice. The FIR in this case was lodged on 20.08.2014 and the petition under Section 482 Cr.P.C. was filed on 15.10.2014, i.e., within less than two months period, when the investigation had just commenced. It is not out of place to mention here that vide order dated 17.10.2014, while issuing notice, this Court stayed further investigation in the FIR in question. Thus, no report as contemplated by Section 173 Cr.P.C. could be submitted by the incharge of the Police Station concerned to the Magistrate empowered to take cognizance of the offence.

41. Section 482 Cr.P.C. saves inherent powers of the High Court and such a power can be exercised to prevent abuse of the process of any Court or otherwise to secure the ends of justice. This power can be

exercised to quash the criminal proceedings pending in any Court but the power cannot be exercised to interfere with the statutory power of the police to conduct investigation in a cognizable offence. This question has been examined in detail by the Supreme Court in ***Union of India Vs. Prakash P. Hinduja & Anr. (2003) 6 SCC 195***, where after referring to ***Emperor Vs. Khwaja Nazir Ahmad AIR 1945 PC 18***, ***H.N. Rishbud Vs. The State of Delhi AIR 1955 SC 196***, ***State of West Bengal Vs. SN Basak AIR 1963 SC 447***, ***Abhinandan Jha & Ors. Vs. Dinesh Mishra AIR 1968 SC 117*** and ***State of Bihar & Anr. Vs. JAC Saldanha & Ors. (1980) 1 SCC 554***, in para 20, it was observed as under:-

*"20. Thus the legal position is absolutely clear and also settled by judicial authorities that the Court would not interfere with the investigation or during the course of investigation which would mean from the time of the lodging of the First Information Report till the submission of the report by the officer in charge of police station in court under Section 173(2) Cr.P.C., this field being exclusively reserved for the investigating agency."*

42. This being the settled legal position, in the present case, this Court should not interfere and quash the entire proceedings in exercise of power conferred by Section 482 Cr.P.C. when the matter is still at the investigation stage.

43. Therefore, considering the facts and circumstances of the case, the settled legal position and the fact that the case is still at the stage of investigation, I am of the considered opinion that the present petition

has been filed pre-maturely.

44. In view of the above discussion, I do not find any merit in the instant petition. The same is dismissed accordingly.

45. As noted above, vide order dated 17.10.2014 while issuing notice, this Court directed that no further steps shall be taken in respect of FIR in question, therefore, till date, no further investigation has been carried out.

46. The petitioners are directed to join the investigation as and when called by the Investigating Officer concerned and co-operate in the investigation.

**Crl.M.A.Nos.16316/2014 (Stay), 8635/2015 (Directions), and 6458/2015 (Vacation of stay)**

Dismissed as *infructuous*.

**SURESH KAIT  
(JUDGE)**

**FEBRUARY 02, 2016**

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