$~

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

DECIDED ON : MARCH 22, 2017

\+ **CRL.M.C. 3398/2016**

JAI PRAKASH RAWAT

..... Petitioner

Through : Mr.K.K.Sharma, Advocate.

versus

STATE & ANR.

..... Respondents

Through : Ms.Meenakshi Dahiya, APP.
Mr.Vipin Jai, Advocate, for R-2.

CORAM:
HON'BLE MR. JUSTICE S.P.GARG

S.P.GARG, J. (ORAL)

1. Present petition under Section 482 Cr.P.C. has been filed by the petitioner for quashing of FIR No.182/2007 registered under Sections 420/467/468/471/120B IPC at Police Station Tughlak Road. Status report is on record.

2. I have heard the learned counsel for the parties and have examined the file.

3. Petitioner's counsel urged that since the matter has been settled with the complainant-Bank i.e. respondent No.2 and 'No Due Certificate' has been issued by complainant-Bank, no useful purpose will be served to continue with the proceedings.

4. Perusal of the Trial Court record reveals that the FIR was lodged on the complaint of complainant-Bank i.e. Bank of India, Khan Market on 3.9.2007. It was alleged that the Bank had sanctioned a credit limit of Rs.30,00,000/- on 29.03.1997 to M/s Saviour International under the proprietorship of Jai Prakash Rawat. Out of sanctioned facilities, Packing Credit Limit of ₹15,00,000/- was disbursed to the said firm on 19.05.1997. The said facility was guaranteed by two individuals, namely, Dharambir Ajmani and Mohd.Naeem who executed an Agreement of guarantee in favour of the Bank. As a further security, Dharambir Ajmani mortgaged his property bearing Plot Nos.37 to 43 (R-3, Block-A-2), Khasra No.18/18, Village Rajapur Khurd known as Mohan Garden, New Delhi, measuring 1380 sq.yds. The limits were further enhanced on 13.08.1997 and Dharambir Ajmani agreed to keep the title deeds already lying with the Bank as security for the increased limit to M/s Saviour International. Subsequently the account become irregular on account of defaults committed by the borrower. When the Bank officials visited the property to take its possession, they could not identify it. It was learnt that the mortgaged property had been sold by Dharambir Ajmani without knowledge of the Bank.

5. Status report reveals that during inquiry it was found that the original Sale Deed registered with the office of Sub-Registrar, Janakpuri in between Surender Kumar and Dharambir Ajmani was in respect of Khasra No.18/2, Village Razapur Khurd while the sale deed deposited with the Bank as security was in respect of Khasra No.18/18. It was found that all the particulars of the original sale deed were used except Khasra number in

the sale deed deposited with the Bank. It was found that the said original sale deed deposited with the Bank was a forged and fabricated document.

6. Status report further reveals that FSL report revealed that someone else had posed as Dharambir Ajmani and stood as guarantor at the time of sanctioning of loan as well as its enhancement. It further revealed that the petitioner in his confessional statement had named one O.P.Sahai to be the individual who facilitated the loan granted to him. O.P.Sahai is untraceable. FSL report disclosed that the specimen signatures of actual Dharambir Ajmani did not match with the signatures made on the Bank documents as guarantor, thus the person who posed as Dharambir Ajmani was fake and was arranged by O.P.Sahai only.

7. Status report further records that the petitioner was previously involved in case FIR No.244/2008 under Sections 420/467/468/471 IPC registered at Police Station Moti Nagar, Delhi. He had earlier filed Crl.M.C.No.937/2015 for quashing the present FIR which was dismissed as withdrawn by order dated 31.07.2016 by this Court. The petitioner has not furnished change of circumstances to file the second petition for quashing some-what on similar grounds.

8. I have gone through the letter dated 8.2.2013 issued by the complainant-Bank about 'No Dues Certificate'. It states that entire amount settled under OTS has been deposited. It, however, records as under:

> *"It is to be advise further that this No Dues certificate is issued without prejudice to any criminal case initiated against the borrower and/or the guarantors and/or third parties, irrespective of whether the offence is compoundable or not, and Bank intends the law to take its own course till logical conclusion of such criminal cases as compromise is*

entertained as a commercial prudence to recover the money without prejudice to such criminal action."

9. It is relevant to note that the original claim of the complainant-Bank was to the tune of ₹70,00,000/- (seventy lakhs). In the OTS Scheme, however, the Bank agreed to settle it on payment of ₹19,00,000/- in all by the petitioner. The complainant-Bank had initiated proceedings before the Debt Recovery Tribunal against the petitioner and others for recovery; it decreed by an order dated 07.12.2007 for a sum of ₹69,19,274/-.

10. Considering the facts and circumstances of the case, petitioner's previous involvement in similar offence, serious and grave allegations against him for forgery and cheating and comprehensive investigation carried by investigating agency since 2007, I find no sufficient ground to quash the FIR in question merely because a sum of ₹19,00,000/- has been accepted as settled amount by the complainant-Bank.

11. The petition lacks in merits and is dismissed.

(S.P.GARG)
JUDGE

MARCH 22, 2017
sa