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

+ W.P.(CRL) 2613/2018

MS. NIDHI DUA & ANR Petitioner

Represented by: Mr. Praveen Suri, Advocate.

versus

STATE & ORS. Respondent

Represented by: Mr. Rajesh Mahajan, ASC with Ms.
Jyoti Babbar, Advocate.

CORAM:
HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

% **25.10.2018**

1. By this petition, the petitioners seek issuance of directions to the respondents for further investigation in case FIR No. 58/2016 under Sections 406/420/506/509 IPC registered at PS Kirti Nagar on the complaint of the petitioners.

2. Case of the petitioners is that they had entered into an Agreement to Sell and Purchase dated 11th July, 2016 in respect of sale after construction of property bearing No. H-82A, first floor, Kirti Nagar and made part payment for a sum of ₹50 lakhs by way of a cheque. Sanjeev Kumar Wadhwa represented himself to be the owner of the property and entered into an Agreement to Sell dated 11th July, 2016. Despite the request of the petitioners, Sanjeev Kumar Wadhwa did not show the original documents of title and hence the petitioner got lodged the above noted FIR.

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3. During the course of investigation it was found that Sanjeev Kumar Wadhwa had purportedly entered into an Agreement to Sell dated 30th May, 2016 with one Smt. Krishna Malhotra the original owner of the property and the consideration amount in the said Agreement to sell was erased. The receipt of the payment was also collected during the investigation by the investigating agency.

4. The grievance of the petitioners are that documents which support the defence have been collected during the course of investigation and placed on record with the charge sheet.

5. A status report has been filed. As per the status report, registered sale deed dated 24th November, 2016 was executed between Sanjeev Kumar Wadhwa and legal heirs of late Smt. Krishna Malhotra copy whereof was obtained from the Sub-Registrar office, however, before becoming the owner of the said property, Sanjeev Kumar Wadhwa entered into an Agreement to Sell and Purchase with the petitioners on 11th July, 2016.

6. The grievance of the petitioners about the collection of the documents to be in favour of the defence needs to be rejected for the reason that the documents further proves the case of the prosecution that on the date of Agreement to Sell and Purchase with the complainant Sanjeev Kumar Wadhwa was not the owner of the property in question and hence his representation that he was the lawful owner of the property was incorrect. Further, during the course of investigation, the investigating agency is obliged to collect entire material whether in favour of the complainant or the accused and place the same on record with the charge sheet for a just decision and cannot selectively file the documents. Thus the contention of

the learned counsel for the petitioners that documents which disclose the defence of the accused have been placed on record and hence further investigation be directed to be carried out deserves to be rejected on both the counts that is the certified copy of the registered sale deed also fortifies the case of the petitioners and the investigating agency cannot selectively place on record the documents.

7. Petition is dismissed.

OCTOBER 25, 2018
‘yo’

MUKTA GUPTA, J.