

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CRM-M No.24846 of 2017 (O&M)
DATE OF DECISION : 16th AUGUST, 2019

Ajay Gupta & others

.... Petitioners

Versus

State of U.T. Chandigarh & another

.... Respondent

CORAM : HON'BLE MR. JUSTICE RAJBIR SEHRAWAT

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Present : Mr. Manoj Khanna, Advocate for the petitioners.

Mr. Sukant Gupta, Additional Public Prosecutor
for U.T. Chandigarh.

Mr. Nitin Jain, Advocate for respondent No. 2.

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RAJBIR SEHRAWAT, J. (Oral)

1. Present petition has been filed challenging the order dated 22.08.2016 passed by the trial court whereby the charge has been framed against the petitioners under Sections 420, 468, 471 and 120B IPC in case FIR No.09 dated 11.01.2014 registered at Police Station Sector 26, Chandigarh, as well as, the order dated 12.04.2017 passed by Additional Sessions Judge, U.T. Chandigarh, whereby the revision petition filed by the petitioners against the order of the trial court has been dismissed.

2. Brief facts giving rise to the present petition are that the complainant herein is a company with the name and style M/s. Gables India Private Limited, operating at Chandigarh and the petitioners are the Directors of another company with the name and style as Harish Chandra (India) Limited operating at Delhi. In the year 2001 the complainant company had a joint venture with the petitioners. The company of the

petitioners had availed certain loans from Corporation Bank for its operations. Since the complainant-company was in joint venture with petitioners, therefore, the complainant-company had stood guarantor for credit facilities extended by the Bank to the company of the petitioners. During this arrangement, the documents pertaining to the guarantee in favour of the company of the petitioners, used to be got signed from the complainant by the petitioners at Chandigarh. This arrangement continued for a long time. However, subsequently the joint venture between the petitioners and the complainant-company ceased to exist. Therefore, the complainant-company decided not to stand as guarantor anymore for the credit facilities to be provided by the Bank as per the previous practice. In the year 2009-2010, the petitioner No.1 visited Chandigarh and got signatures of R.P. Garg, the Director of the complainant company, on a letter for extending guarantee for the credit facility provided by the Bank to the company of the petitioners; for the year 2009-2010. However, since the joint venture between the two had ceased to exist, therefore, while signing on the letter of extension of guarantee, the Director of the complainant company, namely, R. P. Garg, made a specific note in his own handwriting that *“this extension is valid for financial year March 2009 to March 2010”*. Since the guarantee furnished by the complainant-company was extended only up to the period of March 2010, therefore, the complainant-company wrote a letter dated 26.06.2010 to the Bank stating therein that the guarantee extended by the complainant company already stood expired. Thereafter, yet another letter was written on 15.09.2010 emphasizing the fact that the guarantee had expired and therefore, the original title documents of the

properties be returned to the complainant; and Form No.17 be issued to the complainant for discharging the charge created in favour of the Bank. However, at this stage the Bank sent a letter dated 29.09.2010 stating therein that the Bank had not received any letter limiting the period of guarantee/mortgage up to 31.03.2010. Accordingly, the Bank intimated that request for release of the property could not be accepted. Thereafter, further correspondence went on between the Bank and the complainant-company. In the course of such correspondence the Bank sent to the complainant one communication dated 09.10.2010; detailing therein that the complainant-company had furnished guarantee in favour of the Bank vide letter dated 15.09.2009 and that the extension of this guarantee/mortgage was pursuant to the resolution dated 18.08.2009 passed by the complainant-company. It is at this stage that the complainant-company got indication that fraud has been committed with it and the documents have been forged to create a fake guarantee for the credit facility extended to the petitioners. The complainant got this apprehension because the complainant-company had never passed any such resolution dated 18.08.2009; and the letter dated 15.09.2009 which was signed by the complainant was containing a specific hand written recital to the effect that the guarantee was limited up to the period of 31.03.2010, whereas the Bank was relying upon the letter of the same date, i.e., 15.09.2009 which did not contain that stipulation. The complainant also came to realize that signatures of the complainant on these documents have been forged by making an attempt to imitate the signatures of its Director R. P. Garg. Therefore, the complainant required the copies of the said documents from the Bank so as to further

pursue the matter. But in the meantime the company of the petitioners also entered into a loan restructuring agreement with the Bank and other consortium members. It was further alleged in the complaint that the Bank was very much aware of the fact that the complainant-company was no longer the guarantor for the credit facilities extended to the company of the petitioners and this fact duly finds reflection in the minutes of the consortium meeting and the CDR Monitoring Committee meeting dated 02.02.2011. However, despite that instead of making effort to recover the amount from the petitioners and their company, the Bank indulged into further bungling, by restructuring the loan on the basis of the alleged documents of guarantee, purportedly submitted by the complainant-company. Thereafter, the complainant kept on the clarificatory correspondence with the Bank and the petitioners in this regard. However, in the year 2013 the Bank initiated proceedings under the SARFAESI Act 2002 with the issuance of notice under Section 13(2) of the said Act on 19.01.2013. On receipt of the notice the complainant-company requested the Bank to permit the inspection of the record of Bank, particularly comprising of the above said resolution of the Board dated 18.08.2009 and the alleged letter of continuity of guarantee dated 15.09.2009. Only then the complainant became sure of the forgery and the fraud committed by the officials of the Bank and the petitioners; for extending illegal and undue benefits to the petitioners. From the record of the Bank it also transpired that the resolution of the company had been forged on a letter-head which was much older and was having on it the telephone numbers of the complainant-company; which no more existed and which already stood changed much earlier. Even in the audit report

submitted by the complainant-company with the Registrar of Companies for the year 2009-10, no such meeting of Board of Directors dated 18.08.2009 was ever depicted. It was also found during the inspection that one another Board resolution dated 05.01.2010 had also been forged and fabricated by the accused. Accordingly; the complaint was made to the Police; and along with the complaint all the documents pertaining to the process of guarantee and correspondence between the complainant, the Bank and the petitioners were also attached. Accordingly, the above mentioned FIR came into being against the petitioners; along with some Bank officials.

3. After registration of the FIR, the above said documents claimed by the Bank were recovered by the police from the Bank during investigation. Since the complainant-company had claimed that the signatures of R.P. Garg on these documents are forged, therefore, the sample signatures and the disputed signatures on these documents were duly sent to the CFSL Chandigarh for comparison. The report of the FSL came to the effect that the signatures of R.P.Garg on the letter of extension of guarantee; dated 15.09.2009; and on the Board resolution dated 18.08.2009; as well as on the agreement of guarantee produced by the Bank were forged. Accordingly, finding substance and sufficient evidence against the accused/petitioners, the police had filed challan against them.

4. One more fact which deserves mention here is that in the meantime the Bank officials who were made accused in the present case had filed CRM-M No.36376 of 2015 for quashing of FIR qua them.

However, the same was dismissed by this court vide order dated 03.12.2015.

5. After considering the material on record and finding a prima facie case against the petitioners and their co-accused, the trial court had framed the charge against the petitioners and their co-accused under above mentioned Sections. Feeling aggrieved against the said order the petitioners had filed Criminal Revision Petition before the court of Sessions Judge. However, the Court of Additional Sessions Judge dismissed the revision petition and upheld the framing of the charge against the petitioners. Hence, the present petition has been preferred by the petitioners under Section 482 Cr.P.C. to challenge the order of the Trial Court, as well as the order of the Revisional Court.

6. While arguing the case, learned counsel for the petitioners has submitted that a bare perusal of the FIR shows that no act of fraud is attributed to the petitioners. They have been arrayed as accused only being beneficiary of the said documents. However, merely because a person is a beneficiary of a forged or fraudulent document would not tantamount to his involvement in the creation of such fraudulent and forged documents. It is further argued by the counsel for the petitioners that the company of the petitioners is situated at Delhi. The Bank, from whom the credit facility was availed and for which the complainant had stood guarantor; was also at Delhi. Hence, no part of the offence has emerged from Chandigarh. Therefore, the court at Chandigarh does not have the territorial jurisdiction to entertain the case. It is also contended by the counsel for the petitioners that since the complainant himself is asserting about the documents on the basis of which the FIR has been

registered, therefore, the same cannot be taken as a document of any consequence against the petitioners and resultantly, no offence can be alleged by the complainant against the petitioners. It is also contended by the counsel for the petitioners that the petitioners are only the Directors of the company which has availed the credit facility in question. The company as such has not been arrayed as accused in the case. Therefore, the petitioners cannot be prosecuted and made to suffer vicariously for the liability of the company.

7. During the course of the arguments certain queries were put to the counsel for the petitioners qua availability of the signatures of the petitioners on certain documents involved in the case and available on record of this petition. However, the counsel has submitted that he would not like to admit or deny the signatures. Still further, the counsel has also submitted that if at all some fraud has been committed then it is done by the Bank officials and not by the petitioners. But the present case is neither filed by the officials of the Bank nor he was representing the said Bank officials in the present proceedings. After these submissions counsel for the petitioners repeatedly submitted that he has also filed the written submissions in the case and that the same be taken into consideration.

8. In the written submissions it has been additionally asserted by the petitioners that the matter pertains to the year 2009 and there have been exchange of correspondence between the Bank and the complainant regarding the alleged fraud. Despite that the FIR has been lodged after much delay from the date of alleged fraud and at least after five months from the correspondence/legal notice exchanged between the Bank and

the complainant. It has also been pleaded in the written submissions that the petitioners had duly argued their case before the courts below on the basis of the judgment of the Hon'ble Supreme Court rendered in ***Priyanka Srivastava Vs. State of U.P., (2015) 6 SCC 287***, however, the courts below have not dealt with the matter in the light of the law laid down by the Supreme Court. While submitting that there are lots of contradictions in the FIR/complaint, it is asserted in the written submissions that no prima facie case is disclosed from the FIR or from the investigation report submitted by the police. Besides raising these submissions in the written submissions, the petitioners have relied on certain judgments from the Supreme Court to buttress the argument that the High Court have ample powers to undo the injustice and therefore this court should come to the rescue of the petitioners in the present case. In the end, it is also submitted that the present complaint has been concocted by the complainant qua validity of the documents because the Bank has initiated recovery proceedings against the complainant in lieu of their guarantee. Still further it is also asserted that the guarantee furnished by the complainant was an irrevocable guarantee, therefore, by any means the complainant could not have walked out of the guarantee agreement unilaterally.

9. On the other hand, learned counsel for the complainant has relied upon the reply filed by them and has submitted that since the petitioners have already availed remedy of revision before the Sessions Court, therefore, the second revision being barred by the provisions of Section 397 Cr.P.C. itself, the present petition is not maintainable, though filed under the garb of Section 482 Cr.P.C. In the present petition also

the petitioners are questioning only the legality and validity of the orders passed by the courts below. Hence, the present petition is nothing but second revision, though disguised as a petition under Section 482 Cr.P.C. It has also been submitted by the counsel for the respondents/complainant that at the stage of charge only prima facie case is to be seen by the Trial Court. Though the trial court is not even required to record any reason for framing of charge, yet in the present case both the courts below have passed detailed orders giving reasoning for framing of charge against the petitioners. The complainant has submitted several documents, which form part of the investigation report. The complicity of the petitioners in the crime is more than clear from the documents on record. It is also submitted that the signatures of the complainant/R. P. Garg have been got compared by the investigating agency from the CFSL Chandigarh. However, the CFSL Chandigarh vide report dated 17.04.2014 has found that the signatures of the complainant on all the documents, including on agreement of guarantee, resolution of the complainant-company and on the letter dated 15.09.2009, purportedly extending the guarantee of the complainant, are forged and fabricated. It is further pointed out by the counsel for the complainant that the petitioners are not only the beneficiaries of the alleged fraudulent act, rather, they are participant in the process of fabrication of the documents. This is clear from the fact that the signatures of the petitioners are very much present on those documents where the forged signature of the complainant has been put. Since the undisputed signatures of the petitioners are very much present on the same document where the forged signatures of the complainant has been found, therefore, the positive participation of the petitioners in

forging the documents and using the same for the purpose of their benefit is amply established. So far as the delay part is concerned, it is submitted by the counsel for the complainants that the complainants were not aware of the facts earlier. Although in continuity of previous goodwill, despite the joint venture having been finished, the complainant had extended the guarantee vide letter dated 15.09.2009, which was got signed by the petitioner No.1 from the complainant at Chandigarh. However, in that letter the complainant had written in his own handwriting that the said extension of guarantee was limited to the financial year from March 2009 up to 31st March, 2010. However, the Bank officials, in collusion with the petitioners, replaced that letter with another letter of same date containing forged signatures of the complainant and in which the handwritten note of the complainant was missing. Similar signatures of the complainant which were fabricated on the replaced letter dated 15.09.2009, were also put up on copy of the board resolution of the complainant-company, as well as on the agreement of guarantee; as submitted above. The agreement of guarantee has forged signatures of the complainant along with the signatures of the present petitioners. Therefore the petitioners cannot claim that the fraud in replacing the letter dated 15.09.2019 and creation of supporting documents was without their knowledge or without their participation. However, the complainant came to know of these facts only when the Bank started threatening initiation of proceedings against the complainant after expiry of the guarantee period. Thus when the complainant requested for inspection of the documents of the Bank; only then the complainant came to know of these fraudulent documents and the proceedings. Thereafter,

the complainant kept corresponding with the Bank to put their record straight so that the complainant is discharged of the illegal and unnecessary continuation of their guarantee. However, ultimately in the year 2013 the Bank initiated proceedings against the complainant-company. At that stage, the complainant-company lodged a formal complaint with the police, which converted the same into FIR after preliminary inquiry in to the matter. Therefore, it is submitted that there is no delay on the part of the complainant. It is also submitted that the police and the Courts at Chandigarh have jurisdiction in the matter. The original letter dated 15.09.2009, which now stands replaced with the forged letter of the same date, was got signed by the petitioner from complainant at Chandigarh only, as was done previously as well. Thereafter, when and where the forged letter, which is now on the record of the Bank, was created and placed on record, is known only to the petitioners/accused. Therefore, the territorial jurisdiction in the matter would be determined with reference to the original letter which the complaint claims to have signed and which has been subsequently replaced with the forged letter. It is also submitted by the counsel for the complainant that since the last extension of guarantee was limited by the complainant only up to March, 2010, therefore, there is no question of the guarantee being irrevocable. Otherwise also any guarantor can walk away from the guarantee after a particular date, although he may be liable for liabilities up to the date he was guarantor. But in the present case the guarantee was specifically extended only up to March, 2010. Therefore, after March, 2010 the complainant-company was no more the guarantor. The complainant has also pointed out the letter, written by the company

of the petitioners, dated 15.10.2011, in which the petitioner No.1 himself has signed the letter acknowledging that in the present case the guarantee furnished by the complainant was extended only up to the year 2009-2010, and that all the documents are with the Bank which are likely to be released in due course. Relying upon this letter the counsel for the complainant has submitted that when petitioner No.1 himself has admitted, while writing as a Director of the company, that the guarantee was limited up to March, 2010, then the petitioners simply cannot turn around and start saying that there was no limit to the guarantee furnished by the complainant or that they were not aware of the fact that the guarantee was limited up to March, 2010. The counsel has further submitted that the arguments of the petitioners that the FIR has been lodged to avoid liability under the SARFAESI Act is not sustainable; because when the complainant was not the guarantor then there is no question of the complainant making attempt to avoid liability under the SARFAESI Act. In fact, the credit facility has been availed by the company of the petitioners. They are the owner of the company. They are the Directors of the company. They are the beneficiary of the loan availed by the company. They are also the guarantors for this credit facility. And by their default in payment they have squandered an amount of ₹500 crores of public money. Therefore, as an attempt to further their designs of not making repayment, the petitioners have been adopting delaying tactics to avoid the rigor of law. Hence, it is submitted that the present petition be dismissed and the trial court be directed to complete the trial within a time bound period.

10. Before proceeding further it deserves mention here that the present petition is only for challenging the framing of charge against the accused. The FIR in the case is of the year 2014. Charge was framed on 22.08.2017. However, so far the trial has not proceeded further because thereafter this court had passed an order directing the trial court to adjourn the proceedings beyond the date of hearing fixed before this court, vide order dated 01.11.2017. Thereafter the case has been adjourned for one reason or the other. Ultimately this court had to pass an order that the case would be considered/decided irrespective of the fact whether either of the counsel would come present to argue this case or not. As a result the hearing of the case could be accomplished.

11. Although, detailed arguments had been made by both the sides in their support, however, since the present petition is only for challenging the charge, therefore, lest the case of the either side should be prejudiced during the trial; it would not be appropriate to deal with the matter in extensive details. However, since the counsel for the petitioners has insisted for dealing with the arguments addressed and the written submissions made by him, therefore, this court is constrained to consider and decide the same, however, restricting the consideration and the decision to the bare minimum.

12. Having heard the learned counsel for the parties and having perused the record this court does not find any substance in the arguments raised by counsel for the petitioners. Although the counsel for the petitioners has submitted that there is no prima facie case disclosed against the petitioners, however, this court finds that the documents which formed the part of the challan and which has also been placed on

record of the present petition by the complainant, do disclose a case against the petitioners, even if the same is to be taken as a prima facie one. Although the petitioners have tried to claim that they are being hauled up in the matter only because of being beneficiary, however, the documents speak otherwise. On the documents, on the basis of which the petitioners have drawn benefit, the signatures of the complainant has been found to be forged, whereas on the same documents the undisputed signatures of the petitioners are very much there. Their signatures on these documents have not even been disputed so far by the petitioners by any means. The counsel for the petitioners was specifically put a query qua their signatures on those documents even during the course of arguments. However, the counsel has submitted that he would not like to disclose his stand at this stage. Although, the petitioners being accused are entitled to withhold their defence at this stage, but that would render the factum of their signatures on the said documents as an undisputed fact, at least at this stage. Accordingly, when the signatures of the petitioners are very much there on the documents on which the fraudulent signatures of the complainant have been found, then by no means, the petitioners can take a plea that they were not aware of the alleged fraud and forgery or that they are only the beneficiary of the same, rather all this expressly shows their positive participation and involvement with the preparation of the said forged documents.

13. So far as the question of territorial jurisdiction is concerned, it deserves to be mention here that the complainant-company, which has stood guarantor for the credit facility for the petitioners till 2010, admittedly, is based at Chandigarh. There are allegations in the FIR,

which have been duly investigated by the investigating agency, that the signatures of the complainant on and for creation of the original letter of extension of guarantee dated 15.09.2009, were obtained by the petitioners from the complainant at Chandigarh only. Although the said letter stands replaced with another fraudulent letter which forms the basis of the FIR, however, since the genesis of the letter dated 15.09.2009, which forms the basis of allegations of offence, happens to be at Chandigarh, therefore, it cannot be said that the police at Chandigarh did not have the jurisdiction to investigate the offence or that the court at Chandigarh did not have the jurisdiction to take cognizance of the offences. Needless to say that Cr.P.C. specifically provides that the trial of the case can take place at any place; where part of offence or part of series of transactions, constituting an offence, has taken place.

14. So far as the delay in lodging the FIR is concerned, this court does not find the delay to be fatal in this case. Undisputedly it is the case of the complainant that when they came to know about the alleged forgery they inspected the record of the Bank. After the inspection of the record of the Bank and discovery of forgery and fraud, the complainant had been corresponding with the Bank for their release from the fraudulent guarantee and for return of the documents. Ultimately; when the Bank refused, and rather initiated proceedings against the complainants, only then the complainants lodged the complaint with the police. However, the police conducted a preliminary inquiry and after five months thereof; the FIR was registered, but way back in the year 2014.

15. So far as the delay is concerned, it has two facets. If the cognizance of the offence had been bared by the law of limitation then probably the petitioners would have been right in pleading the delay as a fatal aspect for the trial. However, some of the offences involved in the case are such for which no limitation period is prescribed. Therefore, delay by itself; cannot be made aground for quashing of the charge. The court of law is well within its jurisdiction and authority to take cognizance of an offence at any time, unless precluded by some law of limitation. Another aspect of delay is that the petitioners can raise the argument qua veracity of the allegations by pleading delay as time taken to fabricate the allegations. However, the veracity of the allegations of the complainant is to be determined during the trial. In this situation the alleged delay on the part of the complainant would only be a defense of the accused. Therefore, the delay, as a defence of the accused; can also not be made any ground for quashing of the charge framed against the accused.

16. Although the counsel for the petitioners has argued that the complaint has been lodged by the complainant to avoid their liability under SARFAESI Act, however, this court finds this argument to be totally inconsistent. It is the petitioners who are the beneficiary of the credit facility, besides being director of the company. The petitioners are even the guarantor of the same credit facility for which the complainant were also claimed to be guarantor. Since the petitioners and their company has availed credit facility, therefore, in any case, in the first instance, the Bank is supposed to make attempt to recover from their company and the petitioners, and from their properties which were

submitted by them as guarantees. It is the petitioners who have availed the loan and are under liability to repay the amount as borrower and as guarantors. Therefore the allegation against the complainant that they have initiated the complaint to avoid their liability is totally irrelevant.

17. This court also finds substance in the argument of learned counsel for the complainant that the documents placed on record of the case, some of which have been attached with the reply to this petition filed by the complainant, disclosed a positive prima facie case against the petitioners. The report of the FSL which has been placed on record of the present petition; has rightly been relied upon by the counsel for the complainant to substantiate their allegation that the signatures of the complainant on the concerned documents are forged. Still further the counsel has rightly relied upon the documents attached with the reply; in the form of guarantee agreement and the resolution of the complainant-company; to show that both these documents are forged and the alleged guarantee agreement contains signature of the petitioners also. Still further this court finds substance in the argument of counsel for the complainant that at the stage of framing of the charge the trial court is to see only a prima facie case against the accused. At the stage of framing of charge evidence of the prosecution is not to be analyzed meticulously, so as to see if the petitioner/accused can be convicted of the offence or not. And so far as the prima facie aspect of the case is concerned, it is exhibited against the petitioners in more than sufficient quantum. The counsel for the complainant is also justified in submitting that once the petitioner No.1, working as a Director of loanee company; himself has written a letter to the complainant-company that the guarantee was

limited to the period up to March, 2010, then there is no scope for the petitioners for making any claim otherwise.

18. Though the counsel for the petitioner has much relied on judgment of the Supreme Court in case of ***Priyanka Srivastava (supra)***, however, this court finds that the said judgment does not have even remotest relevance with the present case. The judgment of the Supreme Court in ***Priyanka Srivastava (supra)*** relates to power to be exercised by the Magistrate under Section 156 (3) Cr. P.C. for ordering investigation in a matter, and does not relate, at all, to a case where the FIR already stands registered, the investigation already stands completed and the charge has already been framed by the court of competent jurisdiction. Hence reliance of the counsel for the petitioners on this judgment is totally misconceived. Otherwise also, even if that judgment is taken to be as any guidance in the present matter then also the judgment relates only to some kind of protection to the statutory authorities against uncalled-for attempt to pressurize them; so as to prevent them from recovering the loan from the unscrupulous complainants. In the present case, as mentioned above, the present petition is not on behalf of any Bank official. The counsel has specifically submitted that he is not representing any Bank official as such. Otherwise also, the Supreme Court itself has clarified in the said judgment that the court did not intend to create a separate category for high-ups; for protecting them against the rigour of law. Rather it has been clarified that law has to be the same for everybody; irrespective of the status. Hence, the said judgment has been only a cautionary advice for the Magistrates; on the aspect of exercise of powers under Section 156(3) Cr.P.C. However as observed above, the

present case does not pertain to exercise of power by the Magistrates under Section 156(3) Cr.P.C.

19. This court also find substance in the argument of counsel for the complaint that since petitioners had availed remedy of revision before the lower Revisional Court, therefore, the present petition, filed in the garb of a petition under Section 482 Cr.P.C., is not maintainable. This proposition of law has already been considered and decided by this Court in **CRM-M-30350 of 2018 – Sudesh and others v. State of Haryana and another, as under:**

“So far as the present petition is concerned, this petition has been filed for invoking power of the High Court under Section 482 Cr.P.C. A bare perusal of Section 482 Cr.P.C shows that the power under Section 482 Cr.P.C can be invoked for three purposes, namely, for giving effect to the orders passed under this Court, for preventing the abuse of the process of the Court and to meet the ends of justice. In the present case, the prayer of the petitioners is not for giving any effect to any order passed by the Court. Therefore, the first eventuality prescribed under Section 482 Cr.P.C is not at all attracted. Still further, by any means, an order passed by a Court of competent jurisdiction and continuation thereof; cannot be branded as an abuse of the process of Court; unless it is alleged and shown to the High Court that the Courts below had acted for irrelevant reasons or for extraneous

considerations. Needless to say that sufficiency of reasons is not to be gone into after the revisional Court. It is not even the allegation of the petitioners in this case that orders are passed by Court below; for irrelevant or extraneous considerations. So far as the third ingredient of Section 482 Cr.P.C is concerned, this Court is not supposed to go into 'legality' and 'propriety' of the order passed by the trial Court. Section 397(3) of Cr.P.C prohibits second revision by a party. Under Section 397(1), the Revisional Court is authorised to see 'legality' and 'propriety' of the order passed by the Court. Since second revision by the same party is prohibited under Section 397(3), therefore, any argument on 'legality' or 'propriety' of an order passed by the Court below, ordinarily, is not to be appreciated in proceedings under Section 482 Cr.P.C, unless it is shown, at the macro level, that such an order has resulted from considerations which were totally alien to the process of the Court or have produced incomprehensibly absurd result and, therefore, have resulted in defeating the ends of justice itself. What cannot be done directly, cannot be done indirectly as well. In the present case, except to argue for reappreciation of the material before the trial Court, there is not even a submission or an allegation regarding any aberration in the process adopted by the Courts for passing the impugned orders. Therefore, power under

Section 482 Cr.P.C cannot be exercised by this Court to re-appreciate the same material, which was available before the Courts below and which have been duly appreciated by the Courts below.”

20. In the present case much less of speaking of any process alien to law having been adopted by the court below, this court does not find even any illegality and impropriety in the order passed by the courts below. Therefore, the present petition is; otherwise also; not maintainable.

21. Accordingly, the same is dismissed.

22. The FIR in this case is of the year 2014. The trial in this case has already been unreasonably delayed. The pendency of the trial in this case has the potential of being misused to stall the recovery of public money involved in this case, which is stated to be amounting to ₹500 crores. Therefore, it would not be unjustified if the trial court is directed to complete the trial of this case in a time-bound frame. Accordingly, it is directed that the trial court shall complete the trial of this case as expeditiously as possible and, by any means, within a period of 12 months from the date of receipt of certified copy of this order. It is further directed that the Trial Court shall fix a minimum of two dates of hearing in every months; in this case.

16th AUGUST, 2019
'raj'

(RAJBIR SEHRAWAT)
JUDGE

<i>Whether speaking/reasoned:</i>	<i>Yes</i>	<i>No</i>
<i>Whether Reportable:</i>	<i>Yes</i>	<i>No</i>