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

+ **W.P.(CRL) 3504/2019**

RAJNEESH RAMPAL

..... Petitioner

Through: Mr Subhro Sanyal and Mr Kawaljit
Singh Bhatia, Advocates.

versus

UNION OF INDIA & ORS

..... Respondents

Through: Mr Neeraj, Advocate for R-1/UOI.
Ms Kusum Dhalla, APP for R-2, 3
and 4 with Mr Piyush Singhal,
Advocate for Mr Ashish Aggarwal,
ASC for State with SI Pankaj Tomar,
PS Rani Bagh.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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17.12.2019

CRL.M.A. 42854/2019

1. Allowed, subject to all just exceptions.

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2. The petitioner has filed the present petition, *inter alia*, praying that directions be given to SHO Rani Bagh to register an FIR and commence investigation in respect of various complaints made by the petitioner therein.

3. The petitioner states that he had entered into a Collaboration Agreement dated 23.09.2017 (hereafter 'the Agreement') with Shri Shankar Lal Arora (hereafter 'the builder') for development of his property –

freehold property bearing no. 198, area measuring 181 sq. yards, situated at Sharda Niketan, Pitampura, Delhi-110034 (hereafter the 'said property'). A copy of the Agreement has been placed on record.

4. In terms of the Agreement, the builder had agreed to pay a sum of ₹2,75,00,000/-, in the manner as set out in the Agreement. The petitioner had agreed to permit the builder to commence construction on the said property. The petitioner was required to construct the said building within a period of eighteen months from the date of handing over of the vacant possession of the said property by the petitioner.

5. It is the petitioner's case that he had performed his part of the obligations, but the builder had defaulted in performing his obligations inasmuch as he has neither paid the entire consideration as agreed nor has completed the construction, as was agreed upon. According to the petitioner, the building is in an incomplete state.

6. The petitioner has been making efforts for taking over possession of the said property. However, it is alleged that the same has been resisted by the builder. This prompted the petitioner to file an application under Section 156(3) CrPC before the learned Metropolitan Magistrate for registration of an FIR and the said proceedings are pending.

7. This Court is, *prima facie*, of the view that no criminal offence is made out in the facts as stated in the petition. It is apparent that the disputes between the petitioner and the builder stem from the Agreement and alleged breach thereof.

8. The Agreement indicates that the petitioner was to hand over the vacant possession of the said property to the builder for the purpose of carrying out construction. Admittedly, this was done as the petitioner asserts that he has performed his obligations.

9. It is not necessary for this Court to examine the rival contentions regarding the breach of the Agreement in this petition. However, suffice it to state that the same do not indicate commission of any criminal offence. The present petition is thus, unmerited and is accordingly, dismissed.

10. Needless to state that the petitioner is at liberty to avail other remedies regarding his grievances in accordance with law.

VIBHU BAKHRU, J

DECEMBER 17, 2019
MK