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

+ CRL.M.C. 3870/2018 and Crl. M.A. no. 29192/2018 (stay)

BAYER SEEDS PVT. LTD

..... Petitioner

Through Mr. Venacio D'Costa and Mr.
Damandeep Singh, Advs.

versus

SEED INSPECTOR GOVT OF NCT Respondent

Through Mr. Raghuvinder Verma, APP with
Mr. Harender Singh Tomar, Seed
Inspector

CORAM:

HON'BLE MR. JUSTICE A.K. PATHAK

ORDER

% **06.02.2019**

It is an admitted fact that sample of the seed was taken on 24th February, 2007 by the Seed Inspector and the Seed Analyst report was received on 23rd March, 2007. However, complaint was filed on 25th May, 2007. It is also an admitted fact that shelf life of the seed had expired on 14th April, 2007. Meaning thereby that when the complaint was filed the shelf life of the seed had already expired.

Supreme Court in Mahyco Vegetable Seeds Limited (now known as Maharashtra Hybrid Seeds Company Private Limited) and Ors. vs. State of Maharashtra and Ors., (2017) 13 Supreme Court Cases 367 in the similar

facts has held thus:-

“3. The point agitated is short and precise. The sample of seeds was taken on 1.9.2002 and the report of the seed analyst is dated 26.9.2002. The shelf life of the sample was till 7.11.2002 which is evident from the details of the samples taken, mentioned in Form VIII. A complaint was filed on 31.1.2003. Under Section 16(2) of the Seeds Act, 1966, after institution of above prosecution, the accused or the complainant, as may be, is vested with a right to make an application to the court for sending a part of the sample to the Central Seed Laboratory for reanalysis. Such *pari materia* provisions in other statutes have been held by this Court to be mandatory, vesting a valuable right either in the accused or the complainant, as may be.

4. In the present case, by the time the complaint came to be filed on 31.1.2003, the sample has lost its shelf life. If that be so, the appellant-accused must be understood to have been deprived of his valuable right of reanalysis.

5. Such deprivation will go to the root of the matter and render the prosecution futile and redundant. If that is so, we are inclined to hold

that there is no reason why the proceedings should not be quashed. We order accordingly.”

In Mahyco Vegetable Seeds Limited (supra) also the sample of seed was taken on 1st September, 2002. Report of Seed Analyst was received on 26th September, 2002. Shelf life of the sample expired on 7th November, 2002. Complaint was filed on 31st January, 2003. Thus, Supreme Court quashed the prosecution launched by the State.

Facts of this are totally covered by the aforesaid judgment. Accordingly, petition is allowed. Complaint case bearing no.CC No. 1267/SR/14 pending in the Court of Shri Chander Mohan, Metropolitan Magistrate, Tis Hazari Courts, Delhi is quashed.

Petition is disposed of in the above terms. Miscellaneous application is disposed of as infructuous. Dasti.

A.K. PATHAK, J.

FEBRUARY 06, 2019

r.bararia

Item no. 37

Statement of Shri Ravinder Kumar Popli S/o Late Shri D.D. Popli aged 78 years R/o Flat no. 706, Rathi Apartments, Meerut, Uttar Pradesh.

On S.A.

I have heard the statement of respondent no. 2, namely, Smt. Poonam Tandon recorded today in Court. I am willing to pay ₹1.50 lacs to respondent no. 2 within two months. I have made this statement voluntarily, without any undue force, pressure or coercion.

R.O. & A.C.

A.K. PATHAK, J.

FEBRUARY 06, 2019

r.bararia

Item no. 37

Statement of Smt. Poonam Tandon W/o Shri Rajesh Tandon, aged 48 years R/o B-79, Puru Apartments, Sector 13, Rohini, Delhi – 110085

On S.A.

During the hearing of bail application before the Additional Sessions Judge, North West District, Rohini Courts, Delhi, matter was settled by me through my husband with the petitioners (accused) for ₹25 lacs. ₹25 lacs has been paid by the petitioners to me in installments before the trial court. However, payment was delayed. I have no objection in case FIR No. 97/2013 under Sections 420/34 IPC registered at Police Station North Rohini and consequent proceedings emanating therefrom are quashed, subject to petitioners compensating me by paying ₹1.50 lacs towards delayed payment. I am ready to grant two months time to the petitioners to make this payment of ₹1.50 lacs. On receipt of this payment of ₹1.50 lacs, aforesaid FIR and consequent proceedings emanating therefrom may be quashed against the petitioners. I have made this statement voluntarily, without any undue force, pressure or coercion.

R.O. & A.C.

A.K. PATHAK, J.

FEBRUARY 06, 2019

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